

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO RAPID FINANCIAL SOLUTIONS, LLC'S AGREEMENT

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 Rapid Financial Solutions, LLC, ("Rapid Financial Solutions"), 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 Rapid Financial Solutions' Master Services Agreement (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified services concerning payments to jurors (the "Services"); and

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

WHEREAS, Rapid Financial Solutions represents that it is qualified and desires to perform such Services; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is for services rendered by a sole source provider and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, Rapid Financial Solutions is the sole source provider of the Services as indicated by the letter attached hereto as "Exhibit B" and incorporated by reference; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** This Agreement is effective as of March 15, 2023, and shall expire no later than March 15, 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, Rapid Financial Solutions will render Services to County as described in Rapid Financial Solutions' Estimate Exhibit A.

The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Rapid Financial Solutions 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.** Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by Rapid Financial Solutions, County shall notify Rapid Financial Solutions no later than twenty-one (21) days after the date County receives the invoice.

Rapid Financial Solution's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A shall not exceed the amounts certified below by the Fort Bend County Auditor and any additional amounts of funds from time to time that may be certified as available, as of the date so certified. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Rapid Financial Solution understands and agrees that the Maximum Compensation stated is an inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).

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.

4. **Limit of Appropriation.** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Rapid Financial Solutions is to terminate this Agreement. Rapid Financial Solutions does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Rapid Financial Solutions may become entitled to and the total maximum sum that County may become liable to pay to Rapid Financial Solutions shall not under any conditions, circumstances, or interpretations thereof exceed the funding certified as available by the Auditor as of the date so certified.

Rapid Financial Solutions does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum

compensation that Rapid Financial Solutions may become entitled to and the total maximum sum that County may become liable to pay to Rapid Financial Solutions shall not under any conditions, circumstances, or interpretations thereof exceed the funds certified by the County Auditor to be available.

5. **Public Information Act; Open Meetings Act; Bank Account Information.** Rapid Financial Solutions 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 Rapid Financial Solutions 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.

Rapid Financial Solutions 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.

Any required information concerning a designated bank account of County may be provided to Rapid Financial Solutions in a document other than this Agreement.

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 Rapid Financial Solutions 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.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Rapid Financial Solutions verifies that if Rapid Financial Solutions employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Rapid Financial Solutions does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Rapid Financial Solutions represents pursuant to § 2252.152 of the Texas Government Code, that Rapid Financial Solutions is not listed on the website of the Comptroller of the State of

Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

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 in this Addendum and Exhibit A.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, RAPID FINANCIAL SOLUTIONS 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.** Rapid Financial Solutions may use County's name without County's prior written consent only in any of Rapid Financial Solutions' customer lists, any other use must be approved in advance by County.
11. **Product Assurance.** Rapid Financial Solutions represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Rapid Financial Solutions to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Rapid Financial Solutions will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Rapid Financial Solutions' Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Rapid Financial Solutions' liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
12. **Performance Warranty.** Rapid Financial Solutions warrants to County that Rapid Financial Solutions has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Rapid Financial Solutions 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. Rapid Financial Solutions 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.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

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.** Rapid Financial Solutions will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Rapid Financial Solutions 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. **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 Rapid Financial Solutions 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.** Rapid Financial Solutions 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 Rapid Financial Solutions shall furnish and maintain, at its own expense, adequate and sufficient personnel, to perform the Services when and as required and without delays.

When performing Services for the County, Rapid Financial Solutions shall comply with, and ensure that all Rapid Financial Solutions Personnel comply with, all rules, regulations and policies of County that are communicated to Rapid Financial Solutions 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.** Rapid Financial Solutions 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, Rapid Financial Solutions shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
22. **Confidential Information.** Rapid Financial Solutions 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 Rapid Financial Solutions 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 Rapid Financial Solutions 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 Rapid Financial Solutions) publicly known or is contained in a publicly available document; (b) is rightfully in Rapid Financial Solutions' 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 Rapid Financial Solutions who can be shown to have had no access to the Confidential Information.

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

Rapid Financial Solutions 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. Rapid Financial Solutions 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.

Rapid Financial Solutions 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 twenty (20) 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 Rapid Financial Solutions fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If Rapid Financial Solutions 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 Rapid Financial Solutions 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 Rapid Financial Solutions 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. Rapid Financial Solutions' 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 Rapid Financial Solutions.
- 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, Rapid Financial Solutions 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 Rapid Financial Solutions or, where permitted, of its subcontractors. Rapid Financial Solutions 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. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Rapid Financial Solutions release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
26. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
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 mediation, though any mediation will be non-binding on the parties.
- 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. Rapid Financial Solutions 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, Rapid Financial Solutions 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. Rapid Financial Solutions shall provide certified copies of insurance endorsements and/or policies if requested by County. Rapid Financial Solutions 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. Rapid Financial Solutions 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 members of Commissioners Court shall be included as additional insured to all required coverage, except for Workers' Compensation, Professional Liability, or Crime, unless losses or damages are caused by omissions or acts of the County or its members of Commissioners Court. All Liability policies including Workers' Compensation written on behalf of Rapid Financial Solutions shall contain a waiver of subrogation in favor of County and members of the Commissioners Court.

If required coverage is written on a claims-made basis, Rapid Financial Solutions 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.

Rapid Financial Solutions' or Rapid Financial Solutions' subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Rapid Financial Solutions' or Rapid Financial Solutions' subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

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. Notices.

31.1. 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).

31.2. 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 Director
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: Rapid Financial Solutions, LLC
3065 North 200 West Suite #200
North Logan, Utah 84341

- 31.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 31.1 and 31.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

31.3.1. 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.

31.3.2. 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)

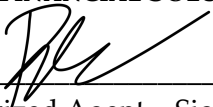
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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

RAPID FINANCIAL SOLUTIONS, LLC

KP GEORGE, COUNTY JUDGE



Authorized Agent – Signature

DATE

Brad Labrum

Authorized Agent- Printed Name

REVIEWED:



INFORMATION TECHNOLOGY DEPARTMENT
Information Technology Department

VP Operations

Title

3/17/2023

Date

Exhibit A: Rapid Financial Solutions' Master Services Agreement; and
Exhibit B: Sole Source Letter

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Rapid Financial Solutions** for the below time period:

Service period

Robert Ed Sturdivant

Date Certified

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Service period

Robert Ed Sturdivant

Date Certified

Exhibit A



MASTER SERVICES AGREEMENT	
Agent Legal Name:	Contact:
Phone:	Fax:
EIN/TIN: __-_____	Physical Address:
SERVICES AVAILABLE: CourtFunds – DISBURSEMENT Services including Charity options and customized Juror Information Jacket. Jury Each Service above is subject to (i) the Master Services Agreement below; and (ii) the terms and conditions of any corresponding Schedule attached hereto.	

This Master Services Agreement ("Agreement") is entered into by and between Rapid Financial Solutions, LLC, 3065 N 200 W Suite #200, North Logan, UT 84341("Processor," "we," "us," or "our") and _____ (legal name), a _____ (entity type) organized under the laws of _____ (state) ("**Agent**," "**you**," or "**yours**"). Rapid Financial Solutions and Agent may be referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Agreement incorporates the above Form, the General Terms and Conditions, and all Schedules, addenda and exhibits attached hereto. There shall be no force or effect to any different terms of any order form or similar order form

General Terms and Conditions

1. Services

- (a) **General.** The terms and conditions found in the "General Terms and Conditions" section of this Agreement ("**General Terms**") apply to all Services. Service-specific terms that are in addition to these General Terms will be found in applicable schedules.
- (b) **Agent Responsibilities.** Agent acknowledges and agrees that it is solely responsible for monitoring legal developments applicable to the operation of its business and Card operations including interpreting applicable state and federal laws, determining the requirements for compliance with all applicable state and federal laws. Consequently, Agent agrees that Processor has no responsibility to monitor or interpret laws applicable to Agent's business or Agent's selection of system options and programming, or to assure that Agent's selection of any system option or programming (either alone or acting in conjunction with other system options and programming selected by Agent) is consistent with laws applicable to Agent or the terms and conditions of Agent's agreements with, or disclosure to, its Cardholders or others. Processor

shall use its best efforts to give Agent notice as soon as practicable prior to the making of any material changes to the System which are being made to comply with any known changes in federal or state laws, rules or regulations.

Agent acknowledges and agrees that it is solely responsible for registering or qualifying their business, and shall obtain and maintain all necessary licenses, permits and consents to conduct its activities, in any jurisdiction that requires any such registration qualifications, license, permit or consent, except where the failure to do so would not have a material adverse effect. Agent shall implement and comply with the Card Security Requirements outlined in the Agent Boarding Packet.

- (c) **Changes to Services.** If any change in the Processing Services or the System are required by applicable laws, rules, regulations, Operating Rules of the Payment Networks, Issuer or other relevant financial institution, Processor shall promptly notify Agent of such modifications or changes and make modifications or changes, as necessary to, (i) the System and/or (ii) the manner and methods used to provide the Processing Services hereunder, as soon as practicable after Processor has been notified of such required changes by the Payment Network, Issuer or financial institution or learns of a law, rule or regulatory change. Any such modification or change so required shall be made without the need for Agent approval and at Processor's sole expense. Processor shall use its best efforts to give Agent timely notice of all material changes to the Program or System which are being made to comply with any known changes in federal or state laws, rules or regulations or the Operating Rules of the Payment Networks, Issuer or other relevant financial institution.

2. Representations and Warranties

(a) Agent Representations and Warranties

- i. In the event that a Payment Network, Issuer, relevant financial institution or government agency shall notify Processor of any violation of laws, rules or regulations relating to Agent or transactions processed for Agent, Processor shall have the right, without liability to Agent for special or consequential damages, to terminate Processing Services on behalf of Agent under this Agreement until such time as Processor shall have been notified by the Payment Network, Issuer, financial institution or government agency that the violation has been corrected. Notwithstanding the foregoing, this provision is not intended to modify or alter the indemnification provisions contained elsewhere in this Agreement.
- ii. Agent acknowledges and agrees that the System shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Processor shall have the right to preclude anyone's involvement with the System who may, in Processor's sole determination, violate any federal or state law, rule or regulation, violate Operating Rules. Processor reserves the right to monitor Card activity on its System and to shut down and/or suspend Processing Services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Processor shall have no liability to Agent for any adverse financial or other consequences that may result from any action taken pursuant to this Section.
- iii. Agent acknowledges and agrees that card accounts and digital payments are credited in real-time. Agent hereby authorizes Processor to ACH Debit and Credit the bank account at the depository financial institution named below (the "Designated Account") on a daily basis or as needed for the prior cycle of credits to card accounts.
- iv. This authorization is to remain in full force and effect until Processor has received written notification from Agent of its termination in such time and in such manner as to afford Processor and the depository financial institution named below a

reasonable opportunity to act on it. Agent shall give Processor no less than three banking business days' notice if the Designated Account is to be changed so as to allow enough time for Processor to make the necessary system modifications.

- v. Agent agrees to maintain the Designated Account. Agent hereby authorizes Processor to withdraw funds from the Designated Account without signature or notice to affect all offsets, deductions, and other transactions due Processor provided for in this Agreement. Agent further agrees to execute any additional documents that may be required for Processor to execute their rights under this document. Agent is solely responsible for all fees associated with maintaining the Designated Account. Processor shall notify Agent if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Processor. Agent shall promptly pay such amount to Processor.

- vi. To the extent permitted by law, Agent grants Processor the right to set-off against the Designated Account or any other monies belonging or payable to Agent which are in Processor' possession, which right may be executed to fulfill any payment obligations of Agent under this Agreement. In no event will the amount owed by the Agent to Processor exceed funding as then certified by the County Auditor as available for the purpose of satisfying Agent's obligations under this Agreement, without an approved change order executed by both parties.

- vii. Agent Designated Account

Bank Name: _____
Bank City: _____
Bank State: _____
Routing #: _____ (9 digits)
Account #: _____

- viii. The following individuals are authorized to act on behalf of Agent.

Executive Contact

Name: _____

Phone Number: (____) _____ = _____

Fax: (____) _____ = _____

Email: _____

Administrative Contact

Name: _____

Phone Number: (____) _____ = _____

Fax: (____) _____ = _____

Email: _____

Primary Contact (for day to day operations)

Name: _____

Phone Number: (____) _____ = _____

Fax: (____) _____ = _____

Email: _____

Secondary Contact (for day to day operations)

Name: _____

Phone Number: (____) _____ = _____

Fax: (____) _____ = _____

Email: _____

(b) Processor Representations and Warranties

- i. Processor and its financial institution agree and acknowledge that any prefunded amount not applied to card accounts shall remain the property of the Agent at all times. Upon termination of the Agents ability to credit card accounts, any prefunded amount not applied to card accounts shall be promptly returned to Agent.
- ii. Agent understands and acknowledges that the System is a complex combination of hardware and software that is hosted by and/or interfaced with numerous other service providers and, accordingly, System and operational failures, malfunctions and other errors may occur from time to time resulting in, among other things, System access denials and/or delays, and periods when usage is suspended. Without limiting Processor's obligations hereunder, Processor shall use commercially reasonable efforts to minimize System and operational problems.
- iii. Processor Designated Bank
Cache Valley Bank, 101 North Main Street Logan, UT 84321
Routing No if by wire: 124302325
Routing No if by ACH: 124302325
Account No if by wire: 65080681
Account No if by ACH: TBA
Account Name: Client Prefunding Account

3. Confidentiality

- (a) Confidential Information.** "Confidential Information" means Personal Information, as defined below, and all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, Agent lists, technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential Information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving Party; (ii) was already known to the receiving Party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.
- (b) Disclosure and Use Restrictions.** Neither Party will disclose, reproduce, transfer or use the other Party's Confidential Information; provided, however, that either Party may disclose Confidential Information to the extent it must be communicated in response to a valid law, regulation or court order, provided the receiving Party uses reasonable efforts to notify the disclosing Party prior to disclosure (unless such notification is prohibited by law, regulation or court order) so the disclosing Party may seek a protective order, at its sole cost and expense, or otherwise prevent or limit such disclosure.

4. **Fees.** Agent will pay RAPID Financial Solutions for all expenditures, fees, additional service fees and special fees, costs and charges (collectively, "Fees"), as described in any Schedule, addenda, exhibit, or other written document agreed by the Parties for the Services provided by RAPID Financial Solutions, together, with any and all charges on Agent's account for goods or services purchased by Agent or anyone authorized to use Agent's account as more particularly detailed in the applicable addenda. RAPID Financial Solutions reserves the right to modify the Fees applicable to the Services from time to time with at least thirty (30) days' notice to Agent. RAPID Financial Solutions will notify Agent electronically of any change it makes to its Fees in accordance with these General Terms.

5. **Disclaimer of Warranties and Limitation of Liability.**

(a) **Disclaimer.** PROCESSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, EXCLUDED BY AGREEMENT OF THE PARTIES. PROCESSOR AND AGENT HEREBY AGREE THAT PROCESSOR'S OBLIGATIONS TO AGENT AGREEMENT ARE RELATED TO PROCESSOR PROVIDING SERVICES. THAT THIS AGREEMENT IS A SERVICE AGREEMENT FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE AND THEREFORE THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY TO THIS AGREEMENT.

(b) **Limitation of Liability.** Except in the case of willful misconduct or gross negligence, Processor's cumulative liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to those arising out of or relating to this Agreement) with respect to claims relating to events in any one Processing Year shall not under any circumstances exceed the amount of the Processing Fees (Exhibit A) paid to Processor pursuant to this Agreement for Services performed in the immediately preceding two (2) month period. EXCEPT IN THE CASE OF INTELLECTUAL PROPERTY INFRINGEMENT DAMAGES SUFFERED BY THE OTHER PARTY, IN NO EVENT SHALL PROCESSOR BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT PROCESSOR OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Indemnification.** Agent covenants and agrees to protect to the extent permitted by law, and without waiving governmental immunity, defend, indemnify and hold harmless Processor and all of Processor's related companies, along with their respective officers, directors, employees, agents, permitted assigns, and all parties supporting or assisting Processor in the provision of the Processing Services (collectively, including Processor, the "Processor Parties"), for, from and against any and all claims, losses, damages, costs, charges, liens, fines, penalties, suits, orders, judgments or expenses, including any legal fees and legal costs, arising out of this Agreement and Agent's use of the Processing Services, including but in no way limited to those arising from any legal action, claim, demand or proceedings brought against any of them. Notwithstanding the foregoing, Agent shall have no duty to indemnify Processor, and Processor agrees to indemnify and hold harmless Agent, for any claims, losses, damages, costs, charges, liens, fines, penalties, suits, orders, judgments or expenses, including any legal fees and legal costs, to the extent those claims arise directly from the gross negligence or willful misconduct of Processor. The indemnification obligations outlined herein shall survive termination of this Agreement

7. **Choice of Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the state of Texas without reference to choice of law rules. Any Legal action, including an original complaint or third party claim, or any action arising under or related to this Agreement, including but not limited to a claim for payment under the Agreement, and also including any non-contract claim, shall be brought and maintained exclusively in a state or federal court of competent subject matter jurisdiction in Texas and the parties hereby submit themselves to the

personal jurisdiction and venue of those courts for the purpose of any such action.

8. Miscellaneous.

- (a) **Amendments.** RAPID Financial Services reserves the right to modify from time to time the terms of this Agreement upon thirty (30) days' prior written notice to Agent unless such modifications are to benefit to Agent or relate to new services. RAPID Financial Services may modify the Services provided hereunder at the request of Bank or otherwise as may be necessary from time to time upon written notice to Agent. In the event Agent reasonably determines such modifications are materially adverse to Agent's services, Agent may terminate this Agreement by providing RAPID Financial Services notice thereof within thirty (30) days of Agent's receipt of such notice. Agent shall be deemed to have approved and accepted such modifications unless RAPID Financial Services receives Agent's written notice of termination within such 30-day period. No other modifications to this Agreement, and not modification to the Term or Fees payable hereunder, shall be valid unless signed in writing by Agent and RAPID Financial Services.
- (b) **Waiver.** We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under Legal Requirements without losing any of such rights or any other rights or remedies. Even if we do not enforce our rights or remedies at any specific time, we may enforce them at a later date. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement or applicable law.
- (c) **Notice.** Any notice required hereunder shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both Parties at the address set forth above. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.
- (d) **Force Majeure.** No Party shall be liable to the other Party, nor deemed to have defaulted under or breached this Agreement, for failure to perform or delay in performing its obligations hereunder when and to the extent that such Party's failure or delay is caused by or results from a Force Majeure Event, including, without limitation, those due to acts of God, fires, explosions or other casualties; acts, regulations or decrees of governmental authorities or agencies, acts of financial institutions, Payment Networks or other service providers, wars, acts of terrorism or civil disturbances, embargos, strikes, lockouts or other labor disputes, power shortages, fluctuations or blackout and other similar causes. The Party suffering a Force Majeure Event shall give notice to the other Party stating the period of time the occurrence is expected to continue and shall use all diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Events are minimized.
- (e) **Assignment.** Agent may not transfer, assign, or delegate this Agreement or any of its rights, obligations, or duties hereunder without written consent of Processor. RAPID Financial Services may transfer or assign this Agreement or any of its rights, obligations, or duties hereunder at any time.
- (f) **Independent Contractors.** Agent and RAPID Financial Services are independent entities, and this Agreement does not create any partnership, agency, or employment relationship between Agent and RAPID Financial Services. Each Party may not attempt to represent, warrant, or obligate the other Party to any commitment with any third party.
- (g) **No Other Third-Party Rights.** This Agreement is intended for the exclusive benefit of Agent and RAPID Financial Services and is not intended to benefit any third party.

- (h) **Interpretation.** The Parties agree that the Parties have carefully reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.
- (i) **Severability.** In the event that any part of this Agreement is deemed by an arbitrator, a court, regulatory authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to have been omitted from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.
- (j) **Entire Agreement.** The Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Service, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the Parties with respect to the Services.
- (k) **Survival.** Notwithstanding any other provision of this Agreement, the representations, warranties, covenants and indemnities of or by either Party contained herein or in any certificate, document or instrument delivered pursuant to this Agreement, including, shall survive the termination of this Agreement. In addition, any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assigns.
- (l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- (m) **Nondiscrimination.** Processor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Processor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination. Breach of this Section shall be a material breach of this Agreement.

The remainder of this page is intentionally left blank.

The Undersigned authorizes Processor to obtain reference information, as it may require and deem appropriate to validate the statements made within this Agreement.

IN WITNESS WHEREOF:

AGENT:

By: _____

Date:

Name: _____

Title

PROCESSOR:

By:  _____

Date: 3/17/2023

Name: Brad Labrum

Title: VP Operations

The remainder of this page is intentionally left blank.

Addendum A

Pricing Schedule

Estimated Annual Cost Based on Data Provided by the Court

MONTHLY		ANNUALLY	
Monthly Average # of Summons	17,500	Annual # of Summons	210,000
30% Attendance Rate	5,250	30% Attendance Rate	63,000
Monthly # of Disbursements	5,250	Annual # of Disbursements	63,000
Cost Per Disbursement \$1.05	\$5,512.50	Cost Per Disbursement \$1.05	\$66,150.00

Cost Summary Details

Description of Service:	Price:
1. Load fee / disbursement to Juror	\$.55
A. Includes management of unclaimed funds per FDIC rules / regulations	
B. Includes customer service	
a. Lost / damaged cards	
b. PIN Number issues	
c. Questions / Customer service issues	
d. Closing account and mailing a check for those who prefer a check	
e. Providing direct deposit to bank or PayPal account.	
2. Manage donations process:	\$.25
A. Donations collected and returned to the auditor's office by CourtFunds	
a. Includes reporting of the total amount donated per Charity, plus the name of the juror who made the donation.	
3. Customized Juror Disbursement Jacket:	\$.25
A. Ms. Walker's face printed on the front cover; plus thank you quote.	
4. Total cost of each disbursement:	\$1.05

Exhibit B



March 1, 2023

Kimberly Coronado
Fort Bend County / Purchasing / Buyer
301 Jackson Street, Suite 201
Richmond, TX 77469

Ms. Coronado,

Please accept this letter as sole source reasons for CourtFunds as the sole provider of this service. I have listed 2 reasons for your consideration please see below.

The first reason for consideration of sole source is the fact that CourtFunds is the only solution that is currently integrated into your Tyler Jury Solution which the Court is implementing. Therefore, there are no other options to provide this seamless integrated solution / method of electronically disbursing juror payments.

The second reason for consideration of sole source is the fact that CourtFunds is the only solution that provides the disbursements options required to meet the challenges of paying a diverse group of individuals. We offer the following solutions for jurors to receive their money:

- Ability for the juror to auto deposit into their personal bank or PayPal account through our technology.
- Ability to access their money from a Debit Based Mastercard which is provided to each juror upon check in if they so choose.
- Ability if the juror elects to receive a paper check for their service directly from CourtFunds.
- Ability to purchase gift cards through our technology if they prefer if this option.
- Ability to donate to a charity through our technology.

I kindly appreciate your favorable consideration of our sole source request. If you should have any further questions or have additional requirements, please let me know?

My best,

Stuart M. Long
Chief Revenue Officer
Rapid Financial Solution / CourtFunds

O 435-535-3454 - F 435-213-1523

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PROCESSING