

furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All employees of FireTron shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of FireTron who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

- 2.2 When performing Services on-site at the County, FireTron shall comply with, and ensure that all FireTron Personnel comply with, all rules, regulations and policies of County that are communicated to FireTron 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.
- 2.3 In the performance of work or Services hereunder, FireTron 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 FireTron or, where permitted, of its subcontractors. FireTron 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.

3. Compensation and Payment.

- 3.1 FireTron's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services described in Exhibit A is Eighty-Seven Thousand, Four Hundred Eighty Nine Dollars and 00/100 (\$87,489.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in Exhibit A exceed the Maximum Compensation without an approved change order.
- 3.2 All performance of the Services by FireTron including any changes in the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 3.3 County will pay FireTron based on the following procedures:

- (a) FireTron shall submit to County an original copy of each invoice showing the amounts due for services performed in a form acceptable to County to the following address:

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701, Richmond, TX 77469
Email: auditor@fortbendcountytexas.gov
Fax: 281-341-3774

- (b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by FireTron, County shall notify FireTron no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE. 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.

3.4 Limit of Appropriation

- (a) FireTron clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eighty-Seven Thousand, Four Hundred Eighty-Nine Dollars and 00/100 (\$87,489.00), specifically allocated to fully discharge any and all liabilities County may incur.
- (b) FireTron does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that FireTron may become entitled to and the total maximum sum that County may become liable to pay to FireTron shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Seven Thousand, Four Hundred Eighty-Nine Dollars and 00/100 (\$87,489.00). 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.

4. Termination.

- 4.1 Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 4.2 Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a) If FireTron fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - (b) If FireTron 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.
- 4.3 If, after termination, it is determined for any reason whatsoever that FireTron 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 Section 4.1 above.
- 4.4 Upon termination of this Agreement, County shall compensate FireTron in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. FireTron's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above.
- 4.5 If County terminates this Agreement as provided in this Section 4, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to FireTron.
- 4.6 If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 4.7 Upon termination of this Agreement for any reason, if FireTron has any

property in its possession belonging to County, FireTron will account for the same, and dispose of it in the manner the County directs.

5. Insurance.

5.1 Prior to commencement of the Services, FireTron 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 thirty (30) days' prior written notice to County. FireTron shall provide certified copies of insurance endorsements and/or policies if requested by County. FireTron 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. FireTron shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d) Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of FireTron shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on

a Primary & Non-Contributory basis.

- 5.2 If required coverage is written on a claims-made basis, FireTron 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 (2) years beginning from the time that work under the Agreement is completed.
- 5.3 If required coverage is written on a claims-made basis, FireTron warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- 5.4 FireTron shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 5.5 No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- 5.6 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of FireTron.
- 5.7 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

6. Confidential and Proprietary Information.

- 6.1 FireTron 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 FireTron 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 FireTron 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 FireTron) publicly known or is contained in a publicly available document;
- (b) Is rightfully in FireTron'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 FireTron who can be shown to have had no access to the Confidential Information.

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

6.3 FireTron 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. FireTron 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.

- 6.4 In providing all Services hereunder, FireTron agrees to abide by the provisions of any applicable Federal or State laws.
- 6.5 FireTron 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 FireTron 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.
- 6.6 FireTron 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.

7. Notices.

- 7.1 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), nationally recognized overnight courier (with all fees prepaid), or by fax.
- 7.2 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
Attn: County Judge
401 Jackson Street, Richmond, TX 77469
Fax: (281) 341-8609

FireTron: FireTron, Inc.
Attn: _____
10101-A Stafford Centre Drive
Stafford, Texas 77477
Email: _____

7.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 7.1 and 7.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) 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.
- (b) 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.

8. Governing Law.

8.1 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 FireTron in any way associated with the Agreement.

9. 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, FireTron hereby verifies that FireTron 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, FireTron 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, FireTron 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, FireTron 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.
10. Human Trafficking. BY ACCEPTANCE OF CONTRACT, FIRETRON 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. Performance Warranty.
- 11.1 FireTron warrants to County that FireTron has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and FireTron 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.
 - 11.2 FireTron warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications

contained in the attached Exhibit A, and TIPS Contract Nos.: #230504, #23010401, and #23010402.

12. Use of Customer Name.

12.1 FireTron may use County's name without County's prior written consent only in any of FireTron's customer lists, any other use must be approved in advance by County.

13. Compliance with Laws.

13.1 FireTron 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, FireTron shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

14. 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 FireTron for any reason are hereby deleted.

15. Assignment and Delegation.

15.1. 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.

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

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

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

16. Successors and Assigns.

16.1 County and FireTron 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.

17. Severability.

17.1 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.

18. Publicity.

18.1 Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall FireTron 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.

19. Understanding, Fair Construction.

19.1 By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

20. Interpretation; Captions.

20.1 For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement

shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

20.2 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

21. Entire Agreement.

21.1 This Agreement, together with all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event there is a conflict between this Agreement and the attached Exhibit, this Agreement controls. However, in the event there is a conflict between this Agreement and the terms and conditions of TIPS Contract Nos.: #230504, #23010401, and #23010402, then the terms and conditions of TIPS Contract Nos.: #230504, #23010401, and #23010402 controls to the extent of the conflict.

21.2 The Parties intend for the express terms and conditions contained in this Agreement (including any Exhibits hereto) to exclusively govern and control each of the Parties' respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. The Parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, except for the representations, warranties, or agreements expressly contained in this Agreement.

21.3 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.

22. Electronic and Digital Signatures.

22.1 The Parties to this Agreement agree that the 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.

IN WITNESS WHEREOF, this Agreement 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 Agreement and the attachments and exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution of both Parties.

FORT BEND COUNTY

FIRETRON, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Patti Kutzer

Authorized Agent- Printed Name

ATTEST:

Director of Sales

Title

Laura Richard, County Clerk

10-29-2024

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: FireTron's quote, dated September 16, 2024

i:\agreements\2025 agreements\facilities\firetron, inc (25-fac-100132)\agreement with firetron inc for fire alarm services.docx aw

Exhibit A




Monday, September 16, 2024

To: Fort Bend County
Attn: Brad McDougle
Project: FBC Reading Road Annex
Re: Fire Alarm Pricing

Fire Alarm Price

\$87,489.00 (excludes tax)

Fire Alarm Scope of Work: FireTron shall design, provide, and install a complete and operational  NOTIFIER intelligent fire alarm system to comply with current ADA requirements. This includes new panels (main and power supplies) cellular dialer (starlink), devices, cable, back boxes (where needed). All notification devices will be ceiling mounted (except bathrooms). Demo of existing system and cable included.

SLC will be Class A. Lift included.

Project will be walked before design to verify drawings are good.

This includes 10k in contingency if drawings are off and more devices are required due to that.

TIPS: 230504, 23010401, 23010402

Rough in pricing for fire alarm field devices and panel equipment is available upon request.

Inclusions:

*Design & submittals *Provide and install fire alarm cabling *Provide and install fire alarm devices *System testing & checkout
*Fort Bend County Fire Marshal testing *State of Texas fire alarm certification *System record drawings *One year warranty

Note 1: Prior to FireTron starting work, the contract drawings must be submitted and approved by the Fire Marshal. Please provide the COH permit/project number along with a copy or scan of the city stamped architectural drawings in order to expedite our plan submission. Contractor shall provide FireTron a complete set of contract documents including electronic CAD backgrounds.

Note 2: Customer shall provide FireTron a complete set of contract documents including electronic CAD backgrounds.

FireTron can NOT start work until the Fire Alarm Submittal/Shop drawings are submitted and approved by the FT. Bend County Montgomery County Sugarland Rosenberg Tomball Fire Marshal.

Note 3: Off-site monitoring of the fire alarm system requires 2 dedicated phone lines for operation; cellular communication is an option, pricing is available upon request. Monitoring is available under a separate contract.

Exclusions: Devices not shown on the drawings, demo, conduit, conduit stub ups, underground raceway, FAS device back boxes, sleeves, cable tray, trenching, coring, patching, painting,, 120 VAC wiring, interlock wiring, fire stopping, access panels (if required), sprinkler bell/control, PIV monitoring, fire pump monitoring, sprinkler preaction/dry system interface, gas suppression, mounting Firetron provided panels, power/control of fire/smoke dampers, providing/installing of duct detectors, shutdown of fans below 2000 cfm, single station (120vac) detectors, carbon monoxide detection/monitoring, door holders and/or control, existing device synchronization, occupant notification (horn/strobes), security interface, remote annunciation, intrinsically safe devices, phone lines or wiring, custom finishes for fire alarm devices, ceiling work, architectural modifications, millwork, bonding, reproduction of CAD backgrounds, overtime.

This pricing specifically excludes designing, providing and installing the Emergency Responder Radio System.

This pricing is valid for 30 days.

FireTron appreciates the opportunity to quote this project.

Sincerely,
Andy Crate
Account Executive