

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO DELTA FIRE & SAFETY, INC.'S AGREEMENT
Pursuant to HGAC Contract No. EE 11-24**

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 Delta Fire & Safety, Inc. dba Delta Industrial Service, ("DELTA"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted DELTA's Quote-5706, attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified products (the "Services"); and

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

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

WHEREAS, the parties wish to utilize the HGAC Contract No. EE 11-24, incorporated fully by reference for all purposes, concerning the purchase of the Services; and

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

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

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, DELTA will render Services to County as described in Exhibit A, and in accordance with the requirements and specifications of HGAC Contract No. EE 11-24. This Agreement shall not automatically renew.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. DELTA may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by DELTA, County shall notify DELTA 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. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal

period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** DELTA 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 Fifty-Two Thousand, Nine Hundred Sixty-Eight and 00/100 dollars (\$52,968.00), specifically allocated to fully discharge any and all liabilities County may incur. DELTA does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that DELTA may become entitled to and the total maximum sum that County may become liable to pay to DELTA shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Two Thousand, Nine Hundred Sixty-Eight and 00/100 dollars (\$52,968.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** DELTA 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 DELTA 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 and this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless DELTA for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by DELTA in any way associated with the Agreement.

8. **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, DELTA hereby verifies that DELTA 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, DELTA 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, DELTA 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, DELTA 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.
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, DELTA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **Use of Customer Name.** DELTA may use County's name without County's prior written consent only in any of DELTA's customer lists, any other use must be approved in advance by County.
 12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of HGAC Contract No. EE 11-24, then the terms and conditions of HGAC Contract No. EE 11-24 controls to the extent of the conflict.
 13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
 14. **Inspection of Books and Records.** DELTA will permit County, or any duly authorized agent of County, to inspect and examine the books and records of DELTA 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.
 15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
 16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
 17. **Compliance with Laws.** DELTA 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, DELTA shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- DELTA in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
18. **Independent Contractor.** In the performance of work or services hereunder, DELTA 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 DELTA or, where permitted, of its subcontractors. DELTA 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

19. **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.
20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

FORT BEND COUNTY

DELTA FIRE & SAFETY, INC.

KP George, County Judge



Authorized Agent - Signature

Date

Paul Brown

Authorized Agent- Printed Name

ATTEST:

Territory Manager

Title

Laura Richard, County Clerk

3/14/25

Date

REVIEWED:

Rita Graeber

EMS Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 52,968.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: DELTA's Quote-5706

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Exhibit A

Sales Quote

QUOTE-5706



January 8, 2025

Bill To Address
Fort Bend County EMS
Rita Graeber
4332 TX-36
Rosenberg, TX 77471

Ship-to Address
Fort Bend County EMS
Rita Graeber
4332 TX-36
Rosenberg, TX 77471

Delta Fire & Safety Inc.
3159 Summit Dr.
Port Neches, TX 77651
USA

Valid to
February 7, 2025

Salesperson
Paul Brown

Contract
HGAC CONTRACT EE 11-24

No.	Description	Quantity	Unit Price	Line Amount
F1R	Covert Armor, F1R, Universal Fire Carrier (Carrier Only), Radio Pocket, Color: Specify Vest and Trim, Size:One	30	\$264.00	\$7,920.00
F1-PMOL	Covert Armor, F1-PMOL, Universal Fire Carrier Upgrade, Add MOLLE PANEL Front or Back (per panel)	30	\$30.00	\$900.00
BXR3A-2-FC	Covert Armor, BXR3A-2-FC, SOFT ARMOR PANELS - NIJ0101.06, Boxer Level IIIA NIJ 0101.06 certified ballistic armor panels (set), type: F1 FIRE CARRIER, size: One	30	\$534.00	\$16,020.00

Sales Quote QUOTE-5706

January 8, 2025

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No.	Description	Quantity	Unit Price	Line Amount
ID-4X11	Covert Armor, ID-3X11, 4" x 11" Nylon ID Panel (CUSTOM)- Standard colors	60	\$20.00	\$1,200.00
LIT1	Covert Armor, LIT1, Litter Pouch with Reflective Trim	30	\$37.20	\$1,116.00
SP6-10X12-SSC	Covert Armor, SP6-10X12-SSC, Rifle Armor, Level III+ Stand Alone, NIJ 0101.06 Certified, Size: 10x12 SC (7.05lbs) (Previously: AR1000R-10x12-SC)	60	\$140.40	\$8,424.00
H1-ACHSTD-TAN	Covert Armor, H1-ACHSTD-TAN, ACH Level IIIA Helmet Standard Cut w/6 pad memory foam and Ratchet, SIZE: Large COLOR: TAN	30	\$489.60	\$14,688.00
COVERTARMO R	Covert SCS Seatback Carrier System(Holds 1 complete vest securly to the back of the seat)	30	\$90.00	\$2,700.00
			Subtotal	52,968.00
			Total Tax	0.00
Freight: Shipping & Handling charges - Pre-Pay and Add; Charges to be added to final invoice			Total \$	52,968.00