

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PURCHASE OF RAMP SYSTEMS

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and ADAPCO, LLC, d/b/a Azelis Agricultural & Environmental Solutions, (hereinafter "Azelis"), a company authorized to conduct business in the State of Texas (may be referred to individually as the "party" and collectively as the "parties").

W I T N E S S E T H

WHEREAS, County desires to purchase the RAMP Systems from Azelis to be utilized in for the Mosquito Project as will be more specifically described in this Agreement (hereinafter "Services");

WHEREAS, Azelis represents that it is qualified and desires to perform such services;

WHEREAS, Azelis is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "B" and incorporated fully by reference:

WHEREAS, Section 262.024(a)(7) of the Texas Local Government Code exempts from competitive bidding contract items that can be obtained from only one source; and

WHEREAS, Section 262.011 (d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation.

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

AGREEMENT

Section 1. Recitals

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Section 2. Scope of Services

Azelis shall render Services in accordance with Azelis's Quotation (Quotation No. 022825-CRC dated February 28, 2025) attached hereto as Exhibit A to this Agreement.

Section 3. Personnel

- A. Azelis represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Azelis shall 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.

- B. All employees of Azelis shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Azelis 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.

Section 4. Compensation and Payment

- A. Azelis'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 is Sixty-Six Thousand Four and 80/100 dollars (\$66,004.80). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order
- B. Azelis understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Azelis 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.
- D. County will pay Azelis based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Azelis shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Azelis may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 5. Limit of Appropriation

- A. Azelis 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 Sixty-Six Thousand Four and 80/100 dollars (\$66,004.80), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Azelis does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Azelis may become entitled to and the total maximum sum that County may become liable to pay to Azelis shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Six Thousand Four and 80/100 dollars (\$66,004.80).
- C. 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.

Section 6. Time of Performance or Term

The time for performance of the Scope of Services by Azelis shall begin with receipt of the Notice to Proceed from County and end no later than ninety (90) calendar days thereafter. Azelis shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County. This Agreement does not automatically renew.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the Purchasing Agent or the Department Head.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Azelis 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 Azelis 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.
 - 2. If, after termination, it is determined by County that for any reason whatsoever that Azelis was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or 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 7A above.
- C. Upon termination of this Agreement, County shall compensate Azelis in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Azelis's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above.
- D. 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 Azelis.

Section 8. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. 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.
- C. 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.

Section 9. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Azelis as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 4 for work performed. Azelis shall promptly furnish all such data and material to County on request.

Section 10. Inspection of Books and Records

Azelis will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Azelis 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 years.

Section 11. Insurance

- A. Prior to commencement of the Services, Azelis 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. Azelis shall provide certified copies of insurance endorsements and/or policies if requested by County. Azelis 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. Azelis 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:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. 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.
 - 3. 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.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Azelis 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.
- C. If required coverage is written on a claims-made basis, Azelis 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 2 years beginning from the time the work under this Contract is completed.
- D. Azelis shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. 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.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Azelis.

Section 12. Indemnity

AZELIS SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AZELIS, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AZELIS OR ANY OF AZELIS'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 13. Confidential and Proprietary Information

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

- B. Azelis agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Azelis 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. Azelis 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, Azelis shall advise County immediately in the event Azelis 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 Azelis will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Azelis against any such person. Azelis agrees that, except as directed by County, Azelis 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, Azelis will promptly turn over to County all documents, papers, and other matter in Azelis's possession which embody Confidential Information.
- C. Azelis 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. Azelis 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.
- D. Azelis in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Azelis 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 Consultant 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.

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Azelis 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 Azelis or, where permitted, of its subcontractors.

- B. Azelis 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.

Section 15. Notices

- A. 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).
- B. 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: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, TX 77469

With a copy to: Fort Bend County Environmental Health
301 Jackson Street
Richmond, TX 77469

Azelis: Azelis Agricultural & Environmental Solutions
1324 N. Hearne Ave., Ste. 120
Shreveport, LA 71107

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 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.
 - 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.

Section 16. Compliance with Laws

Azelis 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, Azelis shall furnish County with certification of

compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

- A. Azelis warrants to County that Azelis has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Azelis 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.
- B. Azelis 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.

Section 18. Assignment and Delegation

- A. 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 by Azelis are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

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.

Section 20. Successors and Assigns

County and Azelis 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.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. 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.

Section 23. 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 Azelis 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.

Section 24. 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.

Section 25. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 26. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Azelis hereby verifies that Azelis 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, Azelis does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Azelis does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Azelis does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 27. Human Trafficking

BY ACCEPTANCE OF CONTRACT, AZELIS 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

Section 28. 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.

Section 29. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution of all parties.

FORT BEND COUNTY

ADAPCO, LLC d/b/a Azelis Agricultural & Environmental Solutions

KP George, County Judge

Andy Pierce

Authorized Agent – Signature

Date

Andy Pierce

Authorized Agent – Printed Name

ATTEST:

Sr. VP of Sales

Title

Laura Richard, County Clerk

04/02/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$_66,004.80_** to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A: Azelis Quotation No. 022825-CRC dated February 28, 2025

Exhibit B: Sole Source Letter

i:\agreements\2025 agreements\purchasing\environmental health\adapco, llc (25-envhlth-100567)\agmt for ramp systems.mosquito project (kcj - 3.14.2025) v2 3.27.2025

EXHIBIT A

(Follows Behind)



Date: 2/28/2025
Quotation #: 022825-CRC
Customer #: 3011000832
Valid through: 5/31/2025
Prepared by: Colton Cooper
Type: General

ADAPCO, LLC d/b/a Azelis Agricultural & Environmental Solutions is pleased to provide the following quotation to:

Customer: Fort Bend County

Contact: Kevin Pritts

Comments or special instruction

[illegible]

Terms Net 30 days, full Terms and Conditions can be found on our website, <https://azelisaes-us.com/terms-conditions/>. All invoices subject to a \$38 Environmental Liability Surcharge. Please visit our website at www.AzelisAES-US.com to view labels and get additional product information.

Should you have any questions or immediate needs, please contact me at the number below or contact Customer Service at 800-367-0659. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,
Colton Cooper
Technical Sales Representative
ADAPCO d/b/a Azelis Agricultural & Environmental Solutions
Email: Colton.Cooper@azelis.com
Direct: (877) 923-2726

Azelis A&ES
1324 N. Hearne Ave, Ste 120
Shreveport, LA 71107

T 800 367 0659

azelis.com/americas | azelisaes-us.com

EXHIBIT B

(Follows Behind)



October 11, 2024

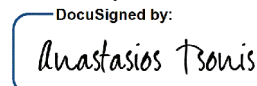
ADAPCO, LLC
100 Colonial Center Parkway, Ste 170
Lake Mary, FL 32746

Subject: Sole Source Distribution

This letter is to certify that Response Biomedical Corp. is the sole manufacturer of the RAMP System (RAMP® Testing Equipment and RAMP® Test Kits).

In 2025, ADAPCO, LLC is the only authorized distributor designated by Response Biomedical Corp. to sell the RAMP® Environmental Testing Equipment (RAMP® Readers and RAMP® 200s designated for environmental testing), RAMP® West Nile Virus Test Kits and RAMP® Dengue Test Kits to city, county, state and federal agencies within the United States.

Sincerely,

DocuSigned by:

10/15/2024
E04870243D764F5...
Anastasios Tsonis
VP of Finance & Admin.