

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.

5. **Limit of Appropriation.** C&T 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 Six Hundred Thousand and 00/100 dollars (\$600,000.00), specifically allocated to fully discharge any and all liabilities County may incur. C&T does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that C&T may become entitled to and the total maximum sum that County may become liable to pay to C&T shall not under any conditions, circumstances, or interpretations thereof exceed Six Hundred Thousand and 00/100 dollars (\$600,000.00). 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.
6. **Public Information Act.** C&T 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 C&T 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.
7. **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 C&T for any reason are hereby deleted.
8. **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 C&T in any way associated with the Agreement.

9. **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, C&T hereby verifies that C&T 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, C&T 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, C&T 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, C&T 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. **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.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, C&T 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.
12. **Use of Customer Name.** C&T may use County's name without County's prior written consent only in any of C&T's customer lists, any other use must be approved in advance by County.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-CPO-5455, then the terms and conditions of DIR Contract No. DIR-CPO-5455 controls to the extent of the conflict.
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. **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. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Termination.**
 - 18.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
 - 18.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If C&T fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If C&T 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.
 - 18.3. If, after termination, it is determined for any reason whatsoever that C&T 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 § 18.1 above.
 - 18.4. Upon termination of this Agreement, County shall compensate C&T in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. C&T's

final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.

18.5. 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 C&T.

18.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

18.7. Upon termination of this Agreement for any reason, if C&T has any property in its possession belonging to County, C&T will account for the same, and dispose of it in the manner the County directs.

19. Notices.

19.1. 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).

19.2. 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 Department
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: C&T Information Technology Consulting, Inc
201 S. Lakeline Blvd, Suite 803
Cedar Park, Texas 78613

19.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 19.1 and 19.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

19.3.1. 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.

19.3.2. 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.

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.

21. **Remote Access.** As applicable, if C&T requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of C&T's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before C&T is granted remote access to County Systems:

- (A). C&T will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). C&T will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. C&T will not access County Systems via unauthorized methods.
- (C). C&T's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for C&T to provide Services to County pursuant to this Agreement.
- (E). C&T will allow only its Workforce approved in advance by County to access County Systems. C&T will promptly notify County whenever an individual member of C&T's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. C&T will keep a log of access when its Workforce remotely accesses County Systems. C&T will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of C&T's Workforce is provided with remote access to County Systems, then C&T's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of C&T to comply with this Section may result in C&T and/or C&T's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.

- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for C&T, is under the direct control of C&T, whether or not they are paid by C&T and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(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

**C&T INFORMATION TECHNOLOGY
CONSULTING, INC.**

KP George, County Judge

Jennifer Conway

Authorized Agent – Signature

Date

Jennifer Conway

Authorized Agent- Printed Name

ATTEST:

Director of Operations

Title

Laura Richard, County Clerk

December 16, 2025

Date

REVIEWED:

Robyn Doughtie

Information Technology Department

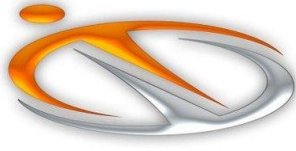
AUDITOR'S CERTIFICATE

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: C&T's Quote dated October 22, 2025

Exhibit A



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613

Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com

www.candttech.com

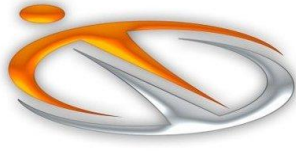
**QUOTE FOR CONSULTING SERVICES
FORT BEND COUNTY**

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| Description: | Sales Rep: | Customer Contact |
| Fort Bend Project: staff augmentation to include but not limited to, web development, software implementation, database administration, business intelligence, project management, cybersecurity, networking/infrastructure, and AV engineering. | Jennifer Conway 512-610-0040 sales@candttech.com | Kimberly Coronado Fort Bend County Purchasing , Buyer III kimberly.coronado@fortbendcountytexas.gov 281-341-3793 |
| Customer | Bill To | Ship To |
| Kimberly Coronado Fort Bend County Purchasing , Buyer III kimberly.coronado@fortbendcountytexas.gov 281-341-3793 | Fort Bend County 301 Jackson St Richmond, TX 77469 kimberly.coronado@fortbendcountytexas.gov 281-341-3793 www.fortbendcountytexas.gov | Fort Bend County 301 Jackson St Richmond, TX 77469 kimberly.coronado@fortbendcountytexas.gov 281-341-3793 www.fortbendcountytexas.gov |
| DIR Contract Number: | DIR-CPO-5455 | |

| | |
|--|-----------------------|
| Description | Est. Total/Hr. |
| <p>Project Scope: C&T will provide staff augmentation to Fort Bend County Information Technology Department at the cost of \$600,000.00. Services include but not limited to , web development, software implementation, database administration, business intelligence, project management, cybersecurity, networking/infrastructure, and AV engineering.</p> <p><i>Services must be completed by September 30th 2026</i></p> | \$600,000.00 |

**Rates will Not Exceed the above quoted hourly rate, vary based on skill level of Consultant and are negotiable and subject to any Customer budgetary constraints.*

*** Actual total will be determined by PO hours, actual bill rate, start/end dates and customer needs.*



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613
Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com

www.candttech.com

Subtotal: \$ TBD \$
Tax (0.000%): \$ _____
Total: \$ \$ Not to exceed: \$600,000.00

Thank you.
Jennifer Conway

A handwritten signature in black ink that reads "Jennifer Conway". The signature is fluid and cursive.

Director of Operations
October 22, 2025