

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO C.B.K. COMPUTING GROUP, LLC'S AGREEMENT
 FOR CONSULTING SERVICES
 (DIR Contract No. DIR-CPO-4536)**

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 C.B.K. Computing Group, LLC, ("C.B.K."), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted C.B.K.'s Quote for Consulting Services (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for specified consulting services concerning (the "Services"); and

WHEREAS, County desires that C.B.K. provide Services as will be more specifically described in this Agreement; and

WHEREAS, C.B.K. represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the State of Texas Department of Information Resources ("DIR") Contract No. DIR-CPO-4536, incorporated fully by reference, for the purchase of the Services; and

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

AGREEMENT

1. **Term.** The term of the Agreement is effective upon execution by both parties, and shall expire no later than six (6) months thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. C.B.K. will complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
2. **Scope of Services.** Subject to this Addendum, C.B.K. will render Services to County as described in Exhibit A, and in accordance with the requirements and specifications of DIR Contract No. DIR-CPO-4536, and the instructions of the County's Director of Information Technology and Chief Information Officer. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by C.B.K. including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3. **Payment; Non-appropriation; Taxes.** C.B.K. is encouraged to invoice weekly but no less frequently than monthly. Payment shall be made by County within thirty (30) days of receipt of invoices. C.B.K. may submit invoices electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by C.B.K., County shall notify C.B.K. no later than twenty-one (21) days after the date County receives the invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** C.B.K. 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 One Hundred Fifty Thousand, Two Hundred Forty dollars and 00/100 (\$150,240.00), specifically allocated to fully discharge any and all liabilities County may incur. C.B.K. 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.B.K. may become entitled to and the total maximum sum that County may become liable to pay to C.B.K. shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Fifty Thousand, Two Hundred Forty dollars and 00/100 (\$150,240.00). 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 and Open Meetings Act.** C.B.K. 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.B.K. 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.

C.B.K. 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.

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 C.B.K. 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 C.B.K. 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, C.B.K. hereby verifies that C.B.K. 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 Sections 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.B.K. 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, C.B.K. 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, C.B.K. 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.

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, C.B.K. 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.** C.B.K. may use County's name without County's prior written consent only in any of C.B.K.'s customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** C.B.K. warrants to County that C.B.K. has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and C.B.K. 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.

C.B.K. warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in this Agreement, and DIR Contract Number Contract No. DIR-CPO-4536.
13. **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 DIR Contract Number Contract No. DIR-CPO-4536, then the terms and conditions of DIR Contract No. DIR-CPO-4536 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. **Personnel.** C.B.K. represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that C.B.K. shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of C.B.K. shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of C.B.K. or agent of C.B.K. who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, C.B.K. shall comply with, and ensure that all C.B.K. Personnel comply with, all rules, regulations and policies of County that are communicated to C.B.K. 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.

19. **Compliance with Laws.** C.B.K. 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, C.B.K. shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified
20. **Confidential Information.** C.B.K. 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 C.B.K. 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 C.B.K. 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 C.B.K.) publicly known or is contained in a publicly available document; (b) is rightfully in C.B.K.'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 C.B.K. who can be shown to have had no access to the Confidential Information.

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

C.B.K. 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. C.B.K. 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.

C.B.K. in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

21. **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.
22. **Remote Access.** As applicable, if C.B.K. requires remote access to County Systems for support, installation, integrations, configurations, maintenance, and/or to perform 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.B.K. is granted remote access to County Systems:


- (A). C.B.K. will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). C.B.K. will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. C.B.K. will not access County Systems via unauthorized methods.
- (C). C.B.K.'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.B.K. to provide Services to County pursuant to this Agreement.
- (E). C.B.K. will allow only its Workforce approved in advance by County to access County Systems. C.B.K. will promptly notify County whenever an individual member of C.B.K.'s Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. C.B.K. will keep a log of access when its Workforce remotely accesses County Systems. C.B.K. 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.B.K.'s Workforce is provided with remote access to County Systems, then C.B.K.'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.B.K. to comply with this Section may result in C.B.K. and/or C.B.K.'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.B.K., is under the direct control of C.B.K., whether or not they are paid by C.B.K. 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)

(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.

FORT BEND COUNTY



KP George, County Judge

August 13, 2024

Date

ATTEST:

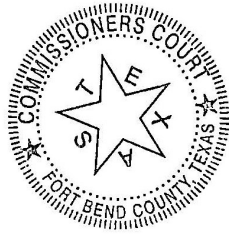


Laura Richard, County Clerk

APPROVED:



Information Technology Department



C.B.K. COMPUTING GROUP, LLC



Authorized Agent – Signature

Beshara Shaleesh

Authorized Agent- Printed Name

Partner


Title

08/07/2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 150,240.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: C.B.K.'s Quote for Consulting Services

i:\agreements\2024 agreements\it\c.b.k. computing group, llc (24-it-100863)\addendum to c.b.k. computing group, llc's agreement (23-it-100962).docx aw

Exhibit A

CBK Computing Group, LLC.
10652 Chestnut Ridge Road, Austin, TX 78726
Ph: (512)422-3126
www.cbkcomputing.com



**QUOTE FOR CONSULTING SERVICES
FORT BEND COUNTY**

Description:	Sales Rep:	Customer Contact
The Fort Bend Project will require technical design and development, analysis, build out, testing, support, review and knowledge transfer.	Beshara Shaleesh (512)422-3126 admin@cbkcomputing.com	Sarah Sanchez Buyer II Fort Bend County, Texas Purchasing Department 301 Jackson St, Suite 201 Richmond, TX 77469 P:281.341.8641 F: 281.341.8645 Sarah.Sanchez@fortbendcountytexas.gov
Customer	Bill To	Ship To
Sarah Sanchez Buyer II Fort Bend County, Texas Purchasing Department 301 Jackson St, Suite 201 Richmond, TX 77469 P:281.341.8641 F: 281.341.8645 Sarah.Sanchez@fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 P:281.341.8641 F: 281.341.8645 Sarah.Sanchez@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 P:281.341.8641 F: 281.341.8645 Sarah.Sanchez@fortbendcountytexas.gov www.fortbendcountytexas.gov
DIR Contract Number:	DIR-CPO-4536	

Description	Est. Total/Hr.
<p>Project Scope: The Fort Bend Project will require technical design and development, analysis, build out, testing, support, review and knowledge transfer.</p> <p>This effort will require the following resources: 1 X Security Firewall Engineer \$123 an hr for 3 month contract for hire with no conversion fee and no additional cost for replacement candidate within 3 month contract.</p> <p>1X Network Engineer \$95 an hr for 6 months</p>	<p>160hr/person</p> <p>For 3 months \$59,040</p> <p>Fort 6 months \$91,200</p> <p>\$total billing not to exceed=\$150,240</p>



CBK Computing Group, LLC.
10652 Chestnut Ridge Road, Austin, TX 78726
Ph: (512)422-3126
www.cbkcomputing.com

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**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.*

Subtotal: \$ TBD _____
Tax (0.000%): \$ 0.00 _____
Total: \$ \$ Not to exceed:

Thank you.

Beshara Shaleesh

Beshara Shaleesh
Partner
08/05/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 CBK Computing Group LLC
 Austin, TX United States

Certificate Number:
 2024-1197978

Date Filed:
 08/07/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 08/13/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 24-IT-100863
 Consulting Services Utilizing DIR-CPO-4536

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)