

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO
SECURE ITAD SERVICES, INC.
QUOTE Q-248583
PURSUANT TO
BUY BOARD PURCHASING COOPERATIVE CONTRACT**

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 Secure ITAD Services, Inc. ("Secure ITAD"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

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

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

WHEREAS, subject to the changes herein, the parties have executed and accepted Secure ITAD's Quote (Quote # 003686) attached hereto as Exhibit "A" and incorporated fully by reference;

WHEREAS, the parties wish to utilize BuyBoard [REDACTED], which is incorporated fully by reference, for 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, Secure ITAD will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of Buy Board Purchasing Cooperative Contract [REDACTED]. 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 Secure ITAD 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.** Payment shall be made by County within thirty (30) days of receipt of invoice. Secure ITAD 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 Secure ITAD, County shall notify Secure ITAD 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.** Secure ITAD 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 \$457,275.00.00 specifically allocated to fully discharge any and all liabilities County may incur. Secure ITAD does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Secure ITAD may become entitled to and the total maximum sum that County may become liable to pay to Secure ITAD shall not under any conditions, circumstances, or interpretations thereof exceed \$457,275.00.00. 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.** Secure ITAD 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 Secure ITAD 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.
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 Secure ITAD 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. Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted. 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 Secure ITAD 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, Secure ITAD hereby verifies that Secure ITAD 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, Secure ITAD 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, Secure ITAD 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, Secure ITAD 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, SECURE ITAD 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.** Secure ITAD may use County's name without County's prior written consent only in any of Secure ITAD'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 the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of TIPS Contract #230105, then the terms and conditions of TIPS Contract #230105 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. **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.
15. **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.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
17. **Personnel.** Secure ITAD 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 Secure ITAD 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 Secure ITAD shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Secure ITAD or agent of Secure ITAD 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 on-site at the County, Secure ITAD shall comply with, and ensure that all Secure ITAD Personnel comply with, all rules, regulations and policies of County that are communicated to Secure ITAD in writing, including building security procedures, such as 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.

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

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

Secure ITAD 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. Secure ITAD 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.

Secure ITAD in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Independent Contractor.** In the performance of work or services hereunder, Secure ITAD 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 Secure ITAD or, where permitted, of its subcontractors. Secure ITAD 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.
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 Secure ITAD requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Secure ITAD'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 Secure ITAD is granted remote access to County Systems:
 - (A). Secure ITAD 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). Secure ITAD will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Secure ITAD will not access County Systems via unauthorized methods.
 - (C). Secure ITAD'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 Secure ITAD to provide Services to County pursuant to this Agreement.
 - (E). Secure ITAD will allow only its Workforce approved in advance by County to access County Systems. Secure ITAD will promptly notify County whenever an individual member of Secure ITAD's Workforce who has access to County Systems leaves its

employ or no longer requires access to County Systems. Secure ITAD will keep a log of access when its Workforce remotely accesses County Systems. Secure ITAD 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.

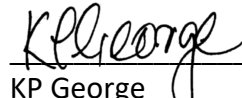
- (F). If any member(s) of Secure ITAD's Workforce is provided with remote access to County Systems, then Secure ITAD's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Secure ITAD to comply with this Section may result in Secure ITAD and/or Secure ITAD'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 Secure ITAD, is under the direct control of Secure ITAD, whether or not they are paid by Secure ITAD 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. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY



KP George
County Judge

March 28, 2025

Date Approved by Commissioners Court on 3/11/2025

SECURE ITAD Services, INC.



Authorized Agent – Signature

Shawn Green

Authorized Agent- Printed Name


VP, Purchasing

Title

03/24/2025

Date

ATTEST:




Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$457,275.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Secure ITAD's Quote

Exhibit A



QUOTE

Protecting the Reputation of Our Clients Brand, Adhering to Strict Data and Environmental Compliance, All While Providing an Exceptional Return on Our Clients Assets.

Date Created: 03/07/2025
QUOTE # Q-248583

To County of Fort Bend
Clay Elliott
500 Liberty St.
Richmond, TX 77469
281-341-4588
Customer ID FB001

Salesperson	Job	Payment Terms	Quote Valid Until
Shawn Green	Fort Bend County TIO & Laptops	Net 30	03/31/2025

Qty	Description	Unit Price	Line Total
150	[REDACTED]	\$642.00	\$96,300.00
300	[REDACTED]	\$615.00	\$184,500.00
300	[REDACTED]	\$260.00	\$78,000.00
65	[REDACTED]	\$1,275.00	\$82,875.00
65	[REDACTED]	\$240.00	\$15,600.00

Please Remit Payment to: Secure ITAD Services, Inc.,
PO Box 6997, Harrisburg, PA 17112

Subtotal	\$457,275.00
Sales Tax	N/A
Total	\$457,275.00