

STATE OF TEXAS

COUNTY OF EL PASO

§

MASTER SERVICES AGREEMENT

This Master Services Agreement is between the County of El Paso, Texas (“County”) and Baycom, Inc. (“Vendor”). The purpose of this agreement is to memorialize the Agreement between the County and the Vendor relating to purchases on an as-needed basis for technology products and services. This Master Services Agreement and the cooperative contract between Vendor and Sourcewell (Contract #090122-PNA), incorporated for all purposes by this reference, comprise the entire agreement (the “Agreement”) between the parties. The documents that comprise the Agreement are to be read in harmony, if possible. In the event of a conflict between these documents, the order of precedence shall be: (a) this Master Services Agreement; (b) the cooperative contract between Vendor and Sourcewell (Contract #090122-PNA).

1. The purchasing cooperative is: Sourcewell.
2. The cooperative contract number is: #090122-PNA.
3. The subject matter of the cooperative contract is: Panasonic Corp. Toughbook equipment for law enforcement.
4. This Master Services Agreement shall commence on the date the last party executed it. It shall continue in full force and effect until: November 7, 2026, or until all annual extension options for Sourcewell Contract No. 090122-PNA have been exhausted.
5. **THE TERMS OF THIS MASTER SERVICES AGREEMENT AND THE CONTRACT BETWEEN THE VENDOR AND THE COOPERATIVE (INCORPORATED BY REFERENCE) MAY NOT BE ALTERED OR AMENDED UNLESS AGREED TO IN A WRITING EXECUTED BY BOTH PARTIES.**
 - 5.1 **PURPORTED TERMS AND CONDITIONS ON THE BACK OF AN INVOICE OR OTHER DOCUMENT SHALL NOT BE BINDING ON THE COUNTY UNLESS EXECUTED BY BOTH PARTIES UNDER THE TERMS OF THIS PARAGRAPH.**
 - 5.2 **ONLY THE COUNTY JUDGE MAY EXECUTE AN AMENDMENT TO THIS AGREEMENT ON BEHALF OF THE COUNTY AND ONLY AFTER APPROVAL BY THE COMMISSIONERS COURT IN AN OPEN MEETING. COUNTY DEPARTMENT HEADS MAY NOT EXECUTE CHANGES TO THIS MASTER SERVICES AGREEMENT.**
6. The parties agree to alter the terms of the cooperative contract as follows:

- 6.1 The substantive and procedural laws of the State of Texas will govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in an appropriate court in El Paso County, Texas.
- 6.2 Under Texas Government Code Section 2271.002, Vendor affirms that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.
- 6.3 Under Texas Government Code Section 2274.002, Vendor affirms that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.
- 6.4 Under Texas Government Code Section 2276.002, Vendor affirms that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.
- 6.5 Either Party may terminate the Agreement for convenience by providing 30 days written notice to the other Party. Termination for convenience shall not incur any fees or penalties.
- 6.6 County is subject to the Open Meetings Act and Public Information Act, Texas Government Code Chapters 551 and 552, respectively, which may require the disclosure of information despite any confidentiality provisions or other provisions to the contrary.
- 6.7 Nothing referenced herein modifies or waives any sovereign or governmental immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by County, its elected officials, or employees at common law or under other Texas law.
- 6.8 Vendor agrees to honor cooperative Sourcewell Contract #090122-PNA pricing and terms until satisfactory delivery of products and/or completion of a service regardless of whether contract #090122-PNA is renewed or terminated.

THE COUNTY OF EL PASO TEXAS

Ricardo A. Samaniego
El Paso County Judge
Date: _____

VENDOR

Printed Name

Title
(Must have authority to bind vendor)

Date: _____