

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ADDENDUM TO LEASE AGREEMENT

This Addendum is entered into between the County of El Paso, Texas, a political subdivision of the State of Texas (“County” or “Lessee”), and Summus Financial Services, an entity authorized to conduct business in Texas (“Summus” or “Lessor”). The parties agree to modify DIR Contract# DIR-CPO-5033 Appendix E Master Lease Agreement, Quote Number OP-208025.4 dated October 4, 2025, Lease Proposal dated February 27, 2025, Supplementary Schedule 004, and any other applicable schedule, certificate, exhibit, and terms and conditions (collectively “Agreement”) with the provisions in this Addendum. If any provision in the Agreement conflicts with this Addendum, this Addendum controls. The Agreement and this Addendum comprise the entire agreement between the parties.

The parties agree the following provisions are added to and supersede the Agreement:

1. Term and Compensation. The Agreement term is for five (5) years. **The County shall pay to Summus an annual amount of no more than \$560,883.96 within thirty (30) calendar days of receipt of an invoice.** Included in this annual payment amount are charges for software, services, support/maintenance or other “Non-Tangible Assets.” For clarity, the annual payment amount includes all equipment, software, services, support/maintenance, and other Non-Tangible Assets charges.
2. Tax Status. County shall not be liable for any taxes from which it is exempt due to its status as a tax-exempt political subdivision of the State of Texas. County’s Tax Identification Number is 746000762.
3. Payment and Late Fees. The Texas Prompt Payment Act, Texas Government Code Sec. 2251.001 et seq., governs the applicable interest rate for late payments by the County.
4. Annual Appropriations. Summus acknowledges that funding to pay for products, services, and obligations referenced in the Agreement is subject to annual appropriations by County’s governing body, and any termination, liability, indemnity, or other provision to the contrary shall not apply to County. County shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
5. Indemnification. Pursuant to Texas Constitution art. XI, section 7, executory indemnity obligations cannot be paid from current revenues and neither a tax nor interest and sinking fund has been set, adopted, or established for the payment of any obligation in the Agreement.
6. Government Transparency. The County is subject to the Open Meetings Act and the Public Information Act, Chapters 551 and 552, respectively, of the Texas Government Code, which may require disclosure of information relating to this contract.

7. Government Protections. Nothing stated or referenced in the Agreement modifies or waives any 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.
8. Legal Fees. In the event of any judicial, administrative, or other proceeding arising out of or related to the Agreement, Summus shall undertake its own defense and may not tender its defense to County. Neither party is liable for reimbursement for the other party's mitigation expenses, or payment of the other party's proceedings expenses or attorneys' fees.
9. Certifications Mandated by Texas Legislature. The following provisions are applicable if Summus employs at least 10 full-time employees and this contract has a value of at least \$100,000:
 - a. Israel. Pursuant to Texas Government Code Section 2271.002, Summus verifies it does not boycott Israel and will not boycott Israel as defined in Section 2271.001(1), for the duration of the Agreement.
 - b. Firearms. Pursuant to Texas Government Code Section 2274.002, Summus verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not, during the term of this Agreement, discriminate against a firearm entity or firearm trade association.
 - c. Energy Companies. Pursuant to Texas Government Code Section 2276.002, Summus verifies it does not boycott energy companies and will not boycott energy companies as defined in Section 2276.001(1), for the duration of the Agreement.

IN WITNESS WHEREOF, the parties execute this agreement on the 3rd day of March, 2025.

THE COUNTY OF EL PASO, TEXAS

SUMMUS FINANCIAL SERVICES, LLC

By _____
County Judge Ricardo A. Samaniego
Date: _____

By _____
(Name) _____
(Title) _____
(Signor must have legal authority to bind their entity)
Date: _____