

**STATE OF TEXAS**

**COUNTY OF EL PASO**

**ADDENDUM  
TO ADVANCED SCREENING SYSTEMS SERVICE CONTRACT**

This Addendum is entered by and between the County of El Paso, a political subdivision of the State of Texas (“County”), and Astrophysics Inc. (“Vendor”), legally doing business in the State of Texas, each a “Party” and collectively the “Parties”. For good and valuable consideration, the Parties agree the terms outlined in this Addendum shall be fully incorporated into their 2023 Advanced Screening Systems Service Contract for the five 6545DV model units and shall supersede any provision to the contrary in any Advanced Screening Systems Service Contract, Service Proposal, and any Terms and Conditions of the Vendor (collectively “Agreement”).

1. **GOVERNMENTAL ENTITY.** County is a tax-exempt political subdivision of the State of Texas that will not be liable for any taxes from which it is exempt. Nothing herein modifies or waives any sovereign immunity, defense, lien or indemnity prohibition, or limit of liability enjoyed by County, its elected officials, or employees at common law or other Texas law. A condition precedent to funding to pay for services referenced herein is annual appropriations by County’s governing body. County is subject to the Open Records Act and Public Information Act, Chapter 551 and Chapter 552, respectively, of the Texas Government Code, which may require disclosure of information despite confidentiality or other provisions in the Agreement to the contrary. County will give prompt notice to Vendor of any Public Information Act request. As concerns for any late payment and interest, the Texas Government Code, Chapter 2251 applies to County and this Agreement.
2. **INDEMNITY.** Vendor shall indemnify and hold harmless County from and against any breach or default under this Agreement, any liability, claim, action, injury, death, loss, damage, cost, fine, expense, and/or penalty arising or resulting from, and to the extent attributable to or caused by, the error, omission, or negligence of Contractor, its employees, consultant, and/or contractors, on any product/part, service or work provided to County under this Agreement.
3. **LIMIT OF LIABILITY.** Customer will not be liable for any cancellation fees, collection expenses including attorney’s fees, and any punitive, liquidated, indirect, incidental, special or consequential damages, or loss of profits/revenue/business, regardless of the theory of recovery and even if advised of the potential for such damages.
4. **INSURANCE.** For the term of this Agreement, Vendor will at its own expense carry policies of insurance adequate to meet County’s requirements and cover the services and products provided to County. All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. As appropriate, these policies shall name County as an additional insured. Vendor shall furnish to the County Risk Manager a certificate from each insurer showing insurance to be in effect as required. This

certificate shall provide that written notice of cancellation or any material change in any policy shall be delivered by the insurer to the County Risk Manager at least thirty (30) days in advance of any such cancellation or change.

5. **FORCE MAJEURE**. County shall not be liable for any failed, delayed, suspended performance, or penalty due to force majeure circumstances beyond County's control. Any such performance shall be excused and suspended for the duration of such circumstance and for a reasonable time thereafter.
6. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas, and Texas statute of limitations provisions shall apply.
7. **ENTIRE AGREEMENT**. All other terms and conditions of the Advanced Screening Systems Service Contract remain the same and together with this Addendum comprise the entire Agreement between the Parties. If any part of this Addendum is invalid, illegal, or unenforceable, the rest of the Addendum and the Advanced Screening Systems Service Contract will remain in effect. This Addendum does not confer any benefits on any third party unless it expressly states that it does. Headings and captions used in the Addendum are for reference purposes only and will not have any effect on the interpretation of the Addendum. The terms and conditions of this Addendum and of the Advanced Screening Systems Service Contract may only be modified in writing and must be signed by Vendor and County.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum on the dates indicated below.

**EL PASO COUNTY, TEXAS**

\_\_\_\_\_  
Ricardo A. Samaniego, County Judge

\_\_\_\_\_  
Date

**ASTROPHYSICS, INC.**

\_\_\_\_\_  
Astrophysics, Inc. Representative

\_\_\_\_\_  
Date