



Paige McInnis
Harris County Purchasing Agent

April 04, 2025

Commissioners Court
Harris County, Texas

RE: Job No. 240044

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Camera System, Network Equipment, and Cabling Accessories for Harris County Constable Precinct 1

Vendor(s): DataVox, Inc.

Amount: \$559,871 previously approved funds for the term 08/06/2024 - 08/05/2025
109,377 additional funds for the term 08/06/2024 - 08/05/2025
\$669,248

Reviewed By: • Harris County Purchasing • Constable Precinct 1

The First Amendment increases funding for the purchase of additional cameras. Purchase order(s) will be issued upon Commissioner court approval.

Sincerely,

Paige McInnis
Purchasing Agent

PJA
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 16, 2025



**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
DATAVOX, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Constable Precinct 1 (“Department”), and DataVox, Inc. (“Contractor”) a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On August 6, 2024, the County entered into an agreement with Contractor to furnish and deliver camera, security, network hardware and software, and cabling accessories for the Department (the “Services”) to effectuate targeted law enforcement to assist in resolving and reducing environmental crimes of illegal dumping (the “Master Agreement”).

The County and Contractor now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of adding additional funds to the Master Agreement. The additional funds are being provided through a grant from the Houston-Galveston Area Council (“H-GAC”).

The County and Contractor are adding additional funds for additional services as illustrated in the Physical Security Proposal, attached hereto as Exhibit A and incorporated herein by reference.

Contractor warrants and represents that it is willing and capable of providing the services.

Terms

1) CONTRACT CONSTRUCTION

This First Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Five Hundred Fifty-Nine Thousand Eight Hundred Seventy-One and 42/100 Dollars (\$559,871.42), the County hereby amends the Master Agreement to certify as available One Hundred Nine Thousand Three Hundred Seventy-Six and 95/100 (\$109,376.95) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Six Hundred Sixty-Nine Thousand Two Hundred Forty-Eight and 37/100 (\$669,248.37). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable

to pay to Contractor under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Nine Thousand Three Hundred Seventy-Six and 95/100 (\$109,376.95). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be Six Hundred Sixty-Nine Thousand Two Hundred Forty-Eight and 37/100 (\$669,248.37). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this First Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this First Amendment.

3) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

In the event of any conflict between the terms and provisions of the Master Agreement and the Physical Security Proposal, the Master Agreement shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

4) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

[EXECUTION PAGE FOLLOWS]

DATAVOX, INC.

DocuSigned by:

Mike Bebczuk

By _____

Name: Mike Bebczuk

Title: Vice President, Building Technology Solutions

Date: 3/14/2025 | 11:06 AM CDT

HARRIS COUNTY

By: _____

LINA HIDALGO

COUNTY JUDGE

APPROVED AS TO FORM:

Christian D. Menefee

COUNTY ATTORNEY

By: *Manasi Tahiliani*

Manasi Tahiliani

Assistant County Attorney

C.A. File 25GEN0358

EXHIBIT A

Physical Security Proposal

(follows behind)

Physical Security Proposal

for

Harris County Constable, Pct. 1

1302 Preston
Houston, Texas 77002

i-Pro & Sierra Wireless Drop Ship -9/25

DVXB-21779

Revision : 4

Last Modified : 12/10/2024

Note: This proposal is valid until 1/15/2025

DataVox TXDPS License B16503

Account Manager

Agustin Zentay

System Design

Diana Vega

Reference Job No. 24/0044:

Camera System, Networking Equipment, and Cabling Accessories
for Harris County Constable, Precinct 1



6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700

BILL OF MATERIALS

Drop Ship		Price
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Drop Ship Licenses

	23	Panasonic i-PRO Edge LPR License For Compatible I-Pro Ai-Enabled Ip Camera For Use With Video Insight LPR Plug-In Sku Includes 1X Activation License For Video Insight Lpr Plug-In (Lpr-Us-Ca-Ad) 1X Vax Lpr Activation License For Edge Activation. (Do Not Exceed 20 Lpr Cameras Per Vi Server Install On Shared Server)	\$15,347.44
Drop Ship Licenses			\$15,347.44

Drop Ship Hardware

	23	ILSCO IPC-4/0-6 KUP-L-Tap Insulation Piercing Copper Connector, Dual Rated, Main Conductor Range 4/0-4, Tap Range 6-14, Tin Plated, UL, CSA	\$296.01
	23	Kraloy 12"X12"X6" PVC Junction Box	\$1,620.12
	23	Leviton 1-Gang Louvre Horizontal Box Mtg Device Louvre Wallplate, Standard Size, 302 Stainless Steel, Box Mount, - Stainless Steel	\$166.06
	23	Panasonic i-PRO WV-S61302-Z4 2MP(1080p) Indoor PTZ With AI Engine. 4.25-170Mm 40X Optical Zoom Lens, Endless Pan. H.265/H.264/Mjpeg. 60Fps. Stabilizer. Auto Tracking. FIPS 140-2	\$33,312.74
	23	Panasonic i-PRO WV-SDB256G - MICROSDXC Memory Card for I-Pro	\$5,292.07
	22	Raytec VAR2-I8-1-C-W Vario 2 I8 Ir Illuminator Platinum Smt Led (940Nm) Up To 350M / 1,148Ft	\$17,097.96
	23	Sierra Wireless Sierra Wireless XR60 – 1105159	\$32,072.58
	23	Sierra Wireless 6001517 - 7IN1 Industrial Antenna 4X5G/LTE GNSS L1/L5 2.4/5GHZ	\$4,171.97
Drop Ship Hardware			\$94,029.51

Total:			\$109,376.95
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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Drop Ship:** Hardware will be drop-shipped to Customer's site and all installation/programming will be at the responsibility of the customer. Customer is responsible for security of material and equipment. Restocking fee of 25% on all returnable items; special order items and licenses are non-refundable. Any changes to this design or scope of work may result in additional fees.

Acknowledged and Accepted

_____ *Initial*

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PROJECT PRICING SUMMARY

Total Price:	\$109,376.95
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Grand Total:	\$109,376.95
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Purchase Options

Cash Purchase Terms of Payment:

<i>Billing Milestones</i>		<i>Amount Due</i>
Drop Ship - Payment Due Upon Order	100.00 %	\$109,376.95
Total Payments (Excluding Sales Tax):		\$109,376.95

Acknowledged and Accepted _____
Initial

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.
 DocuSigned by:
 By: Mike Bebczuk
 (Signature)
 Name: Mike Bebczuk
 Title: Vice President, Building Technology Solutions
 Date: 3/14/2025 | 11:06 AM CDT

Harris County Constable, Pct. 1
 By: _____
 (Signature)
 Name: _____
 Title: _____
 Date: _____

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TERMS AND CONDITIONS

This document defines additional terms and conditions that shall govern the execution of all scopes of work.

1. Construction

This writing constitutes additional terms and conditions between DataVox and Customer and is in addition to the terms and conditions set forth in the TIPS contract with DataVox which is incorporated by reference. A copy of this contract may be found online at <https://www.datavox.net/state-purchasing-cooperatives/tips/>. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

2. Software Defect Resolution

DataVox shall use its best commercial efforts to troubleshoot software issues that may arise during the project. If a software issue is determined to be a software defect (previously documented or newly discovered), resolution of said issue is expressly outside of the scope of work. Issues of this kind do not constitute a valid reason for non-payment in full.

It is the responsibility of the customer and software manufacturer to resolve the issue. Should the Customer want DataVox to be involved in the process to downgrade, update, upgrade and/or test software releases, the Customer may authorize the out of scope expenses using the standard project change request process.

3. Limitation and Exclusion of Warranties

Except as otherwise provided herein, DataVox hereby warrants the described equipment against defective parts from the date of installation for the period specified by the manufacturer; and warrants that the installation of said equipment shall be performed in a workmanlike manner. Customer acknowledges that DataVox may provide products and services manufactured or provided by others. DataVox makes no independent warranty with respect to such products and services provided by third parties. Customer acknowledges and agrees that DataVox shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Customer of all amounts due under this Agreement, DataVox hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Customer's exclusive remedy under these warranties shall be the repair and replacement by DataVox at the expense of DataVox of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Customer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, DataVox shall have no obligations to Customer.

DataVox recommends that all DataVox installed systems be equipped with battery backups. If the Customer disregards this recommendation; and a failure is directly attributed to not having a battery backup, such service as may be required will be billed for time and materials, as a TIPS contract sale, billed at the agreed upon TIPS prices.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY DATAVOX, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that such transmission will always be available or will be of acceptable quality. In particular, if Customer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Customer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Customer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment.

Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event,

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DataVox shall have no further obligation or liability under this warranty.

4. Waiver, Amendment, Notice, Termination

Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

5. Risk of Loss; Non-Performance by Telephone Company and Others

Upon installation of the Equipment, Customer shall bear the risk of loss regardless of any breach by DataVox of any provisions hereof. Although DataVox, Inc. will or may assist Customer by coordinating initiation or transfer of service through telephone companies or other third parties, Customer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Customer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

6. Limitations of Liability

In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against DataVox.

7. Virus Protection

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc. shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

8. Data Back-up

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Customer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis as a TIPS contract sale, at the agreed upon TIPS prices. Customer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

9. Attorney's Fees

Only if ordered by a court of competent jurisdiction, Customer shall pay to DataVox all attorney's fees, court costs, and all other expense, which may be incurred by DataVox in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

10. Severability

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

11. Payment Terms

The balance due after required deposit will be progress-billed based on achieved milestones determined by DataVox. All DataVox invoices to the Customer are due and payable net 30 days from the invoice date, or as provided by the Texas Prompt Payment Act, Texas Gov't Code §2251 et seq. The Customer agrees to pay DataVox interest on all past due amounts at a rate of 1.5% per month (18% per annum), but not to exceed the amount permitted by the applicable law of the jurisdiction where

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i-Pro & Sierra Wireless Drop Ship -9/25

Customer resides. Deposit payments must be received by DataVox before commencement of a project. The payment terms of this contract are subject to change by DataVox at any time based on a review of the customer's credit.

13. Work Hours

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs which shall not exceed the pricing proposed to TIPS. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.

14. Travel

The Customer will be billed for time travelled and travel Expenses greater than 70 miles one way from the nearest DataVox facility. The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car, or as proposed and awarded per the SOW.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include airfare (coach) and mileage reimbursement (lodging, transportation, parking, and per diem.) DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website, or as proposed and awarded per the SOW.

15. Return Material Authorization

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

16. Currency

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH DATAVOX, INC.

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the First Amendment to the Master Agreement to add One Hundred Nine Thousand Three Hundred Seventy-Six and 95/100 (\$109,376.95) to compensate DataVox, Inc. for additional services. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.