

## ADDENDUM

This addendum (“Addendum”) supplements and modifies the attached agreement (the “Contract”) between the City of Seguin (the “City”), also referred to in the Contract as the “Department” or the “Client,” and Emergicon, LLC (Emergicon). To the extent of any conflict between the terms in the Contract and this Addendum, the terms of this Addendum shall govern.

1. If applicable, Emergicon must comply with Texas Government Code, Sections 2252.908 which requires a business entity to submit a Form 1295 disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. Non-compliance, if applicable, renders the Contract null and void.

2. If applicable to the Contract, Emergicon hereby certifies that it: (1) does not boycott energy companies; (2) will not boycott energy companies during the term of the Contract; (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

3. The Contract and this Addendum are governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under the Contract or this Addendum shall be in a state court in Guadalupe County, Texas of competent jurisdiction or, if in federal court, the United States District Court for the Western District of Texas, San Antonio Division.

4. Emergicon will not use funds received by it directly or indirectly under the terms of the Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

5. Emergicon hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of a firm to provide the services under the Contract. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of the Contract.

6. In performing the services required under the Contract, Emergicon will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. Emergicon agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry.

7. Except as specifically waived by law, the City’s execution and performance under the Contract will not act as a waiver by the City of any immunity from suit or limitations on liability to which it is entitled under applicable law.

8. Pursuant to Chapter 2270, Texas Government Code, Emergicon certifies that it: (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of the Contract. Emergicon acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

9. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Emergicon certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Emergicon acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

EXECUTED to be effective as of the effective date of the Contract.

CITY:

EMERGICON:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_