THE STATE OF TEXAS   §
COUNTY OF WILLIAMSON   §

COUNTY ADDENDUM FOR
Motorola SOLUTIONS PROPOSAL CONTRACT DATED SEPTEMBER 1, 2017
FOR "MOTOROLA/NICE/CISCO INTEGRATION"

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions, which are hereby added to and supplement those found in Motorola's proposal dated September 1, 2017:

I.

<u>**No Waiver of Sovereign Immunity or Powers**</u>: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

<u>**No Assignment**</u>: Motorola may <u>not</u> assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

<u>**Compliance With All Laws**</u>: Motorola agrees and will comply with any and all applicable local, state or federal requirements with respect to the services rendered.

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<center>**IV.**</center>

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

<center>**V.**</center>

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

<center>**VI.**</center>

Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits

<center>**VII.**</center>

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

<center>**VIII.**</center>

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

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WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

WILLIAMSON COUNTY: Motorola:

_____   _____
Authorized Signature   Authorized Signature