

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
ALARM MONITORING SERVICES
FOR
WILLIAMSON COUNTY PARKS
(ADT Commercial LLC)**

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 ADDENDUM TO ADT COMMERCIAL MASTER TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ADT Commercial LLC** (hereinafter "ADT"). County agrees to engage ADT as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. ADT Quote, dated April 8, 2020;
- B. ADT Master Agreement; and
- C. This Williamson County Addendum.

VIII.

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

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.

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

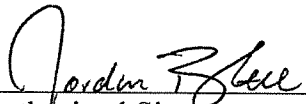
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

ADT:

Authorized Signature

Date: _____, 2020



Authorized Signature

Date: May 20, 2020