

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
ALARM MONITORING SERVICES
FOR
WILLIAMSON COUNTY ELECTIONS FACILITIES
(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 October 26, 2020 (in annual amounts of \$2,451)
- B. ADT Master Agreement; and
- C. This Williamson County Addendum.

II.

Compliance with All Laws: ADT agrees and will comply with all local, state or federal requirements with respect to the services rendered.

III.

Texas Prompt Payment Act Compliance: 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 Client 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 Client in accordance with Texas Government Code Section 2251.025.

IV.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

V.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Kenisha Black

Authorized Signature

Date: October, 26th, 2020



| | | | | | |
|---------|------|-----------------------|--------------|---------------|------------|
| Branch: | 6675 | Sales Representative: | Jordan Blake | Today's Date: | 10/26/2020 |
|---------|------|-----------------------|--------------|---------------|------------|

| Customer Information | | | |
|----------------------|--|---------------------|--|
| Business Name: | WILLIAMSON COUNTY FACILITIES | Phone: | (661)992-1106 |
| Address: | 3101 SE INNER LOOP GEORGETOWN, TX 786266317 | Billing Address: | 3101 SE INNER LOOP GEORGETOWN, TX 786266317 |
| Customer No: | 950992222 | Sales Agreement No: | 890964565 |

ANY AND ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE MASTER TERMS AND CONDITIONS

This Rider is intended to be made a part of that certain Schedule of Protection, Proposal and Sales Agreement ("Agreement") between ADT Commercial, a division of ADT LLC, ("ADT") and the Customer listed above for service at the location(s) listed below.

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of \$2,451.00 plus any applicable taxes, of which \$0.00 shall be payable upon signing of this Rider and the balance payable upon completion of installation. In addition, Customer agrees to pay Annual in advance the additional sum of \$295.20. Customer agrees to pay the total Licenses and Permit Charge of \$0.00 at the time of sale.

The parties agree that the Agreement of which this Rider is made a part is and shall remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this Rider.

To the extent that there is any conflict or inconsistency between the master terms and conditions and this rider, the terms and conditions of this rider shall control.

| Site Location Information | | | |
|---------------------------|--|--------|---------------|
| Location Name: | WILLIAMSON COUNTY ELECTIONS OFFICE | | |
| Address: | 301 SE INNERLOOP STE. 102 AUSTIN, TX 78726 | Phone: | (661)266-5652 |
| Site # | 300032534 | | |

| System Design Information | | | |
|---------------------------|----------------------------|--------|--|
| System Design Name: | Elections Office Phase Two | Job #: | |
| Equipment Ownership: | Customer Owned | | |
| Warranty Period: | 90 Days | | |

| Services | |
|-----------------------------------|---------------------|
| Elections Office Phase Two | |
| Service Plan | ADT Protection Plan |

| Equipment List | | |
|----------------|---|--------------------------|
| Quantity | Description | Included in Service Plan |
| 1 | Wired 8 - Zone Expander | Yes |
| 3 | Door /Window Transmitter With Magnets. (Also Available In Brown - 5816Wmbr) | Yes |
| 1 | Motion Detector - 5800Pir-Res | Yes |
| 1,200 | 22/4 STR CM/CL2 5C SB WHT | Yes |
| 2 | CONTACT SURFACE MOUNT WHITE | Yes |

| | |
|--------------------------------|------------|
| Equipment & Installation Total | \$2,451.00 |
| Estimated Taxes | \$0.00 |
| Monthly Fee | \$24.60 |

Existing Equipment

| Quantity | Description | Included in Service Plan |
|----------|--|--------------------------|
| 1 | LARGE LCD KEYPAD | Yes |
| 4 | CONTACT SURFACE MOUNT WHITE | Yes |
| 1 | Overhead Door Contact Spst, Adjustable Magnet W/L-Bracket, 2 3/8 in Standrd Gap, 24 in Armored Cab | Yes |
| 3 | Pir Motion Detector, 35 Ft Fan Pattern | Yes |

Scope Of Work

ADT is proposing to connect extend the elections office alarm system into the elections warehouse. All perimeter doors to the suite will have contacts, and there will be motion detection throughout the interior. All existing devices will be reutilized and connected to the system. New wires for existing devices will be ran to a zone expander which is to be located in the electrical room. The additional monthly fee represents warranty on all devices as well as an annual inspection of the additional devices.

Protection One/ADT assumes all existing equipment (including wire) to be in proper working order. Any devices either existing or installed by others, that are found to be faulty or unusable may be eliminated from the system or, with Customer approval, be replaced by Protection One/ADT on a quoted basis.

Inclusions/Exclusions

Compliance

If I have provided or do provide ADT Commercial, a division of ADT LLC, ("ADT") with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT or ADT LLC ("ADT") may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages, calls and text messages from automated dialing systems at the number(s) provided.

I confirm that I am the registered owner of all telephone number(s) that I have or will provide to ADT to contact me. If I have provided or do provide ADT with an email address, I agree that ADT may send me emails regarding my ADT Services or new ADT or third-party products and services. I may unsubscribe or opt out by calling 877.776.1911.

Signatures

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

| | | | |
|------------------------------------|---------------|--------------------------|------------|
| Customer Authorized Representative | Printed Name | Title | Date |
| ADT Representative | Printed Name | Title | Date |
| <i>Kenisha Black</i> | Kenisha Black | Commercial Sales Manager | 10/26/2020 |
| ADT Authorized Manager | Printed Name | Title | Date |