

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS
SERVICES SOW CONTRACTS**

(Quote # [REDACTED] & Contract #USC [REDACTED]; Quote # [REDACTED] & Contract #US [REDACTED];
Quote # [REDACTED] & Contract #U [REDACTED]; Quote # [REDACTED] & Contract #U [REDACTED];
Quote # [REDACTED] & Contract #U [REDACTED]; Quote # [REDACTED] & Contract #U [REDACTED]; and
Quote # [REDACTED] & Contract #U [REDACTED])

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, and the Texas Health & Safety Code.

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:

I.

No Waiver of Sovereign Immunity or Powers: 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.

Texas Law Applicable to Indemnification: Customer indemnifications or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

III.

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

IV.

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

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract 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 Contract include the following:

A. This Addendum;

B. As described in the attached Statement of Work Proposal/Quotes, which are incorporated herein as if copied in full:

- | | | | |
|----------|------------|--------------|------------|
| 1. QUOTE | [REDACTED] | & Contract # | [REDACTED] |
| 2. QUOTE | [REDACTED] | & Contract # | [REDACTED] |
| 3. QUOTE | [REDACTED] | & Contract # | [REDACTED] |
| 4. QUOTE | [REDACTED] | & Contract # | [REDACTED] |
| 5. QUOTE | [REDACTED] | & Contract # | [REDACTED] |
| 6. QUOTE | [REDACTED] | & Contract # | [REDACTED] |
| 7. QUOTE | [REDACTED] | & Contract # | [REDACTED] |

C. HGAC RA05-21; and

D. Any required insurance certificates evidencing required coverages.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

VI.

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.

VII.

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 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 workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits.

VIII.

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

IX.

County Judge or Presiding Officer Authorized to Sign Contract(s): 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.

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SERVICE PROVIDER:

MOTOROLA

By: 

Printed Name: PAUL NEWMAN

Representative

Capacity: REGIONAL SERVICES MANAGER

Date: OCTOBER 5, 2022