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**WILLIAMSON COUNTY**  
**RENTAL AGREEMENT**  
(Safeware, Inc.)

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**Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 RENTAL AGREEMENT** (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Safeware, Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The Vendor agrees to lease the goods described herein to the County pursuant to the following terms, conditions, and restrictions:

**I.**

**Goods:** Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to rent goods in addition to those described in **Exhibit “A”**, such additional goods shall be described in a separate written amendment to this Agreement wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not lease any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Agreement has been signed by both parties.

**II.**

**Effective Date:** This Agreement shall be in full force and effect as of the date of the last party’s execution below.

**Term:** The Vendor agrees to lease the goods described in **Exhibit “A”** for a term of four (4) years beginning on November 1, 2023 and ending on October 31, 2027.

### III.

**Consideration and Compensation:** County shall pay Vendor rent for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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 agreement; or (2) the date the Williamson County Auditor receives an invoice for the goods. 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.

### IV.

**Confidentiality:** Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

### V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

### VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO

DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

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

## VIII.

**Compliance With All Laws:** Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state or local law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

## IX.

**Termination:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

## X.

**Venue and Applicable Law:** Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XI.

**Severability:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **XII.**

**Right to Audit:** Vendor agrees that the County 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 Vendor which are directly pertinent to the good to be provided under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Vendor reasonable advance notice of intended audits.

## **XIII.**

**Good Faith Clause:** Vendor agrees to act in good faith in the performance of this Agreement.

## **XIV.**

**No Assignment:** Vendor may not assign this Agreement.

## **XV.**

**Foreign Terrorist Organizations:** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## **XVI.**

**Public Information:** Vendor understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contracts may be subject to public disclosure pursuant to the Texas Public Information Act.

## **XX.**

**Entire Agreement & Incorporated Documents: Conflicting Terms:** 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 into this Agreement include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
- B. The cooperative purchasing contract or agreement applicable to this Agreement, if any, set out on the signature page hereinbelow.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Agreement.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

**VENDOR:**

Safeware, Inc.

\_\_\_\_\_  
Name of Vendor

*Diana M. Mularky*  
\_\_\_\_\_  
Authorized Signature

Diana M. Mularky

\_\_\_\_\_  
Printed Name

Date: October 13, 2023

**Cooperative Purchasing Contract or Agreement (if applicable):** Omnia 4400008468

**Exhibit “A”**  
**Quote/Proposal**



# QUOTATION

Safeware, Inc.  
801 W. 116th Avenue  
Ste #400  
Westminster, CO 80234  
303-322-3577  
www.safewareinc.com

Order Number	
[REDACTED]	
Order Date	Page
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Quote Expires On: 11/10/2023

**Contract No:** OMNIA Contract #4400008468

**Bill To:**            **Customer ID:** [REDACTED]  
Williamson County Sheriffs Office  
508 South Rock Street  
Georgetown, TX 78626

**Ship To:**  
Williamson County Sheriffs Office  
508 South Rock Street  
Georgetown, TX 78626

512-943-1100

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Rev. 4 yr rental	Vicky Garcia	vgarcia@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Kenneth Crawford		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	0.00	1.00	EA		K_CRAWFORD	EA	0.00	0.00
				1.0	For questions concerning this proposal please contact your local Safeware territory Manager Kenneth Crawford Direct line- 281-755-3692 Safeware Office: 1-800-282-4782 Email- Kcrawford@safewareinc.com	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Register with OMNIA at www.omniapartners.com/publicsector	1.0		
864.00	0.00	864.00	EA		STL 807-0001-00-RENT	EA	85.00	73,440.00
				1.0	DSR 2X Radar w/ Fast Lock - Rental \$85 per unit per month for 4 years	1.0		
3,552.00	0.00	3,552.00	EA		STL 805-0022-00-RENT	EA	60.00	213,120.00
				1.0	Dual Antenna Radar System - Rental Unit \$60 per unit per month for 4 years	1.0		
192.00	0.00	192.00	EA		STL 803-0005-00-RENT	EA	45.00	8,640.00



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[REDACTED]	
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10/11/2023 12:35:25	2 of 2

Quote Expires On: 11/10/2023

Contract No: OMNIA Contract #4400008468

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
						Unit Size		
				1.0	Stalker II Stationary Radar -Rental Unit	1.0		
					\$45 per unit per month for 4 years			
288.00	0.00	288.00	EA	1.0	STL 807-0015-00-RENT	EA	85.00	24,480.00
				1.0	DSR 2X Motorcycle Package - Rental Unit	1.0		
					\$85 per unit per month for 4 years			
624.00	0.00	624.00	EA	1.0	STL 808-6125-00-RENT	EA	90.00	56,160.00
				1.0	Stalker Lidar RLR - Rental Unit	1.0		
					\$90 per unit per month for 4 years			

Total Lines: 7

**SUB-TOTAL:** 375,840.00

**TAX:** 0.00

**AMOUNT DUE:** 375,840.00

Actual freight added per freight terms