
WILLIAMSON COUNTY SERVICES CONTRACT ADDENDUM

Data Projections, Inc.
Quote # 24081

Important Notice: County Purchase Orders and Contracts 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 SERVICES CONTRACT ADDENDUM (hereinafter “Contract”) 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 **Data Projections, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote # 24081 being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County’s solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until November 30, 2025, or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a

fixed sum as set out in **Exhibit “A”** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Seventy-Nine Thousand, Eight Hundred Dollars (\$79,800.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: coi.submission@wilco.org.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. 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 Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER 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 SERVICE PROVIDER, 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. SERVICE PROVIDER 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, SERVICE PROVIDER 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 SERVICE PROVIDER 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 Contract 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: Service Provider 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 Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract 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 Contract 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 Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County 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 Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider 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.

XVI.

Foreign Terrorist Organizations: Service Provider 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.

XVII.

Public Information: Service Provider 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 contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection

with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](http://wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

- A. As described in the attached Quote, and being marked **Exhibit "A,"** which is incorporated to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable; and
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract 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 Contract.

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Mark D. Mazac
Authorized Signature

Mark D. Mazac
Printed Name

Date: November 19th, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 21 2024 Time: 4:30 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Nov 21 2024 Time: 12:30 pm

EXHIBIT A

BILL TO	SHIP TO	
Company: Williamson County Address: 3101 SE Inner Loop Ste 105 Georgetown, TX 78626 Contact: Accounts Payable Phone: (512) 943 1100 Email: accountspayable@wilco.org	Company: Williamson County Address: 3101 SE Inner Loop Ste 105 Georgetown, TX 78626 Contact: Don Heflin Phone: (512) 943 1100 Email: Don.Heflin@Wilco.Org	Date: 11/04/2024 Expiry Date: 12/01/2024 Contract No: TIPS 230105 Sales Rep: Mark Mazac Phone: (512) 970 5519 Email: mmazac@dataprojections.com

TITLE
WILCO - DPI CUSTOMER GOLD MAINTENANCE FOR ALL COURTROOMS -ESOC-SOTC - 2024 TO 2025

System Description

- Data Projections will provide a One Year Custom Gold Service Agreement to Williamson County for all locations, room and equipment listed below.
- The agreement will span from 12/1/2024 expiring 11/30/2025.
- Data Projections will provide (1) Preventative / Audio Visual Health Check per room annually.
- The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed.
- All Manufacturers warranties are conveyed to WILCO - Data Projections will process any RMAs if applicable.
- Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email : DPIServiceTeam@dataprojections.com Monday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Tele-Justice Center

- County Court at Law 1
- County Court at Law 2
- County Court at Law 3
- County Court at Law 4
- County Court at Law 5
- 26th District Court
- GT Annex RM226 (2nd Floor large training room)
- GT Annex Purch105
- HR 108
- 368th District Court
- 395th District Court
- 480th District Court
- 425th District Court
 - The above have the following:
 - TSW-1060
 - TST-902
 - DMPS-4K-350
 - MXW Mics
 - Wired Mics
 - MXA-910s x 4 (Voir Dire Mics Only)
 - MXA-310 (side bar mic)
 - Biamp Server I/O
 - Sound Masking
 - Project and Screen



- Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow display
 - Flex system in Jury rooms.
 - VoIP
- 277th District Court
 - The above have the following:
 - TSW-1060
 - TST-902
 - DMPS-4K-350
 - MXW Mics
 - Wired Mics
 - MXA-910s x 6 (Voir Dire Mics Only)
 - MXA-310 (side bar mic)
 - Biamp Server I/O
 - Sound Masking
 - Project and Screen
 - Side Displays x 5
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow display
 - Flex system in Jury rooms.
 - VoIP
- Grand Jury Room
 - The above have the following:
 - TST-902
 - DMPS-4K-350
 - Project and Screen
 - Clever Touch (on mobile cart)
- JP Courts
 - JP1 (Round Rock)
 - TSW-1060
 - CP3N
 - NVX System (17 endpoints)
 - MXW Mics
 - Biamp Forte DAN VT
 - Sound Masking o Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow display
 - JP2 (Cedar Park)
 - TSW-1060
 - CP3N
 - NVX System (13 endpoints)
 - MXW Mics o Wired Mics
 - Biamp Forte DAN VT
 - Sound Masking
 - Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)



- Overflow display
- JP3 (Georgetown)
 - Extron Crosspoint 84
 - Extron TLP Pro 1220TG
 - Wired Mics
 - Biamp Forte
 - Side Displays x 3
 - Overflow display
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
- Juvenile Court
 - TSW-1060
 - CP3N
 - NVX System (23 endpoints)
 - MXW Mics
 - MXA-310 (bench mics)
 - Wired Mics
 - Biamp Forte DAN VT
 - Sound Masking
 - Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow displays x 2
- ESOC
- Sheriff's Office Training Center (SOTC)
- Stubberfield AG Courtroom



Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE
24081

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SERVICE & MAINTENANCE AGREEMENT					
Service Agreement Details					TOTAL PRICE
RENEW CUSTOM MAINTENANCE AGREEMENT 1 YR					\$79,800.00
SERVICE AGREEMENT SUBTOTAL:					\$79,800.00
Subtotal:					\$79,800.00
Estimated Tax:					\$0.00
Total:					\$79,800.00

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

BUYER: _____
(Print Name)

SIGNATURE: _____

DATE: _____



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3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE
24081

GENERAL TERMS AND CONDITIONS

This quote is an estimation and is subject to change based on the actual hours onsite.

Please note; if a return trip is determined to be necessary, an additional quote will be provided. We can accept a credit card or a purchase order as a method of payment to proceed with scheduling this service call.

All service quotes are valid for 30 days from the date issued; and a new quote can be generated by request.