
**ADDENDUM TO THE
WILLIAMSON COUNTY FY24 MASTER SECUREPLAN –
5 YEAR TERM V2 - PROJECT SCOPE OF WORK
WITH
MOBILE COMMUNICATIONS AMERICA, INC
(Effective November 21, 2023)**

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 ADDENDUM TO THE WILLIAMSON COUNTY FY24 MASTER SECUREPLAN – 5 YEAR TERM V2 – PROJECT SCOPE OF WORK ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Mobile Communications America, Inc. ("MCA"), both of which are referred to herein as the parties.

WHEREAS, the County and MCA agreed to a Scope of Work, dated effective November 21, 2023 ("SOW"), setting forth the terms and conditions pursuant to which MCA agreed to provide certain services;

WHEREAS, the Parties desire to amend the SOW to increase the not-to-exceed amount to include the addition of a new building located at 1801 E. Old Settlers Blvd.

NOW THEREFORE, the Parties agree that the SOW is amended as follows:

AMENDMENT

This Amendment will revise the compensation to add \$3,486.65 to the original SOW, as set out in Quote # [REDACTED] attached as Exhibit "A" hereto and in accordance with the Cooperative Purchasing Contract DIR-CPO-4494. The new not-to-exceed amount shall be **One Hundred Sixty-Four Thousand Six Hundred Eleven Dollars and Twenty-Seven Cents (\$164,611.27)** per fiscal year. For purposes of this Amendment, the County's fiscal year shall be October 1st to September 30th.

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 under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

- I. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the SOW; and, furthermore, the SOW and this Amendment are the valid, binding, and enforceable obligations of such party.
- II. All other terms of the SOW which have not been specifically amended herein shall remain the same and shall continue in full force and effect.
- III. Entire Agreement & Incorporated Documents: This Amendment incorporates 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. Williamson County FY24 Master SecurePlan – 5 Year Term V2 – Project Scope of Work, incorporated by reference;
 - B. The cooperative purchasing contract DIR CPO-4494, incorporated by reference and
 - C. Quote # [REDACTED] attached as Exhibit “A”.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

Authorized Signature

Hon. Steven Snell
County Judge

Date: _____, 20

MOBILE COMMUNICATIONS AMERICA, INC.:

Barry Downs
Authorized Signature

Barry Downs, Territory VP
Printed Name

Date: August 11, 20 25

Exhibit "A"

Quote # [REDACTED]



Mobile Communications America, Inc.
 4509 Freidrich Lane
 Suite 110
 Austin TX 78744
 (512) 892-8801
 United States

Bill To
 Accounts Payable
 Williamson County
 301 SE Inner Loop
 Ste. 105,
 Georgetown TX 78626
 (512) 943-1630
 United States

Ship To
 Williamson County
 200 Wilco Way
 Georgetown TX 78626
 (512) 409-6222
 United States

Quote #	Quote Date	Expires
C [REDACTED]	6/9/2025	9/7/2025

Billing Frequency	Term Length	Start Date	End Date
Annually	12 Months	10/1/2024	9/30/2025

Description	Purchase Order
DIR SecurePlan/Video Surveillance : Williamson County - Round Rock Annex // 1801 E Old Settlers Blvd DIR PO [REDACTED]	

Subscription	Qty	Rate	Frequency	Repeat Every	Amount
SecurePlan	1				
MCA-SEC-SA-SECUREPLAN	1	\$3,486.65	Annually	1	\$3,486.65
This SecurePlan classic package includes hands-on strategy and on-site support from our proven experts.					

Subtotal	\$3,486.65
Shipping	
Tax Total	\$0.00

Total	\$3,486.65
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STATEMENT OF WORK

SecurePlan

This SOW sets forth supplemental terms & conditions applicable to SecurePlan to be provided. Capitalized terms used in this SOW, but not defined herein, shall have the meaning given to them in the main body of this Agreement. All references in this SOW to the Agreement shall mean the main body of the Agreement with the SOWs and Exhibits.

SecurePlan Service Levels.

SYSTEM HEALTH MONITORING*	SecurePlan 24	SecurePlan	SecurePlan Limited	MCA Standard Warranty
System health monitoring*	✓	✓	✓	N/A
Client notification of detected system issues	✓	✓	✓	N/A
Predictive failure alerts on core components	✓	✓	✓	N/A
Proactive resolution of detected system issues	✓	✓	✓	N/A
REMOTE SUPPORT				
Remote diagnostics and issue remediation	✓	✓	✓	N/A
On-demand remote support session	✓	✓	✓	N/A
Customer help desk	✓	✓	✓	N/A
Coordination of on-site repair	✓	✓	✓	N/A
Same day remote service	✓	✓	✓	N/A
Remote delivered annual function test	✓	✓	N/A	N/A
ON-SITE SUPPORT				
Warranty device replacement	✓	✓	N/A	1yr
Out of warranty device repairs/replacement	✓	✓	N/A	N/A
Guaranteed same-day response	✓	✓	N/A	N/A
Free loaner equipment	✓	✓	N/A	N/A
Technician travel included	✓	✓	N/A	1yr
Annual system inspection, cleaning & testing	✓	✓	N/A	N/A
Annual system software upgrades (including labor)	✓	✓	✓**	N/A
Discount on labor for billable service work	10%	10%	N/A	N/A
On-site customer training session	✓	✓	N/A	N/A
24x7 Service included	✓	N/A	N/A	N/A
4 Hour service response	✓	N/A	N/A	N/A
ADMINISTRATIVE				
Maintenance of system records	✓	✓	✓	N/A
Software license management	✓	✓	✓	N/A
Annual technical planning session	✓	✓	N/A	N/A

*System Health Monitoring Requires access to internet for outbound traffic

**Annual System Software Upgrades for SecurePlan Limited are remote only

GENERAL. Included in this Agreement are all parts and labor of the specified equipment in Exhibit B and MCA shall service upon Customer's request (or from MCA Sentry Proactive Health Alerts) the security system installed in Customers facilities. All repairs, replacement or alteration of the security system made without

MCAs written consent by third party alteration to Customer's systems or premises, or caused by unauthorized intrusion, water, insects, vermin, lightning, severe weather conditions, or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Electrical surges, lightning damage, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturers useful life are not included in service and will be repaired only if possible. Obsolete equipment not able to be repaired will need to be replaced at Customers expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MCAs written consent. Customer understands and agrees that security system equipment not capable of supporting current system or software upgrades will not be upgraded and will effectively be stranded at the current level, which may become unsupported by the manufacturer.

WIRELESS AND INTERNET ACCESS CAPABILITIES. Customer is responsible for supplying high-speed Internet access and/or wireless services at Customers premises. MCA does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. MCA is not responsible for Customers access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Customer to access the system. Customer acknowledges that Customers security system can be compromised if the codes or devices used for access are lost or accessed by others and MCA shall have no liability for such third-party unauthorized access. MCA is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Customers responsibility to secure access to the system with pass codes and lock out codes. MCA is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Customers system will be at Customers expense.

REMOTE ACCESS. The equipment will transmit data via Customers high-speed Internet, cellular or radio communication service from remote device supplied by MCA or Customers Internet or wireless connection device which is compatible with MCAs remote services. MCA will grant access to server permitting Customer to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera (s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet (over which MCA has no control). The remote services server is provided either by MCA or a third party. MCA shall install the camera (s) in a permissible legal location in Customers premises to permit Customer viewing. MCA shall have no responsibility for failure of data transmission, corruption, or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST] or any other established criteria for encryption and MCA shall have no liability for access to the alarm system by others.

SECURITY SYSTEM ACCESS ON TERMINATION / TITLE TO EQUIPMENT. Provided Customer performs its obligations under this Agreement for the full term, upon termination MCA shall provide to Customer administrator access to Customers systems. Upon installation the Equipment shall be deemed Customers personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Customer shall

not permit the attachment thereto of any apparatus not furnished by MCA. MCAs signs and decals remain the property of MCA and must be removed upon termination of this Agreement.

MCAS RIGHT TO SUBCONTRACT SPECIAL SERVICES. Customer agrees that MCA is authorized and permitted to subcontract any services to be provided by MCA to third parties who may be independent of MCA, and that MCA shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer appoints MCA to act as Customers agent with respect to such third parties, except that MCA shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this Agreement, and particularly those paragraphs relating to MCAs disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of MCA.

LIMITATION OF LIABILITY. MCAS LIABILITY SHALL BE LIMITED TO THE SUM OF \$500.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED UNDER THIS SOW AT TIME OF LOSS, WHICHEVER IS GREATER. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS INSURANCE COVERAGE, AND NOTWITHSTANDING THE FOREGOING SENTENCE, MCAS LIABILITY SHALL NOT EXCEED ITS AVAILABLE GENERAL LIABILITY INSURANCE COVERAGE. CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

LIQUIDATED DAMAGES. The Parties agree that, due to the nature of the services to be provided by MCA, in the event of Customer's breach of this Agreement it would be difficult if not impossible to fix MCAs actual damages. Therefore, in the event Customer defaults in any payment or charges to be paid to MCA, Customer shall be immediately liable for any unpaid invoiced charges plus 50% of the balance of all payments for the entire term of this Agreement as LIQUIDATED DAMAGES and MCA shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this Agreement and to remotely re-program or delete any programming without relieving Customer of any obligation herein. The Parties acknowledge and agree that such amounts payable under this section constitute reasonable compensation and not a penalty, and CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION. If Access Control is selected as a service to be provided, Access Control equipment shall be connected to a computer supplied by the Customer and connected to Customers computer network. MCA shall have no liability for data corruption or inability to retrieve data even if caused by MCAs negligence. Customers data shall be maintained confidential and shall be retrieved and released only to Customer or upon Customers authorization or by legal process. Internet access is not provided by MCA and MCA has no responsibility for such access or IP address service. MCA shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided MCA will maintain the data base for the operation of the Access Control System. Customer will advise MCA of all change in personnel and/

or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to MCA regarding personnel access must be in writing via email or certified mail to addresses designated by MCA. MCA shall have remote Internet access to the Customers designated access control computer to program and make data base updates to the system. Customer is responsible for maintaining its computer and computer network and Internet access.

AUDIO / VIDEO SYSTEM VIDEO SYSTEM ADMINISTRATION OPERATION AND LIMITATIONS. If Audio/Video System is selected as a service to be provided, and if video equipment is attached to a recorder, it shall not be used for any other purpose. MCA shall be permitted to access and make changes to the systems operation on site and over the internet. MCA shall have no liability for data corruption or inability to retrieve data even if caused by MCAs negligence. Customers data shall be maintained confidential and shall be retrieved and released only to Customer or upon Customers authorization or by legal process. Telephone or internet access is not provided by MCA and MCA has no responsibility for such access or IP address service. If system has remote access MCA is not responsible for the security or privacy of any wireless network system or router, and it is the Customers responsibility to secure access to the system with pass codes and lock outs. MCA shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Customer has been advised to independently ascertain that the audio or video devices are used lawfully. MCA has made no representations and has provided no advice regarding the use of audio or video devices, and it is Customers sole responsibility to use the camera and audio devices lawfully.

EXHIBIT A

SECUREPLAN - MCA STATE LICENSES

Licensed Regulated by:

The Texas Department of Public Safety Private Security Bureau

License No.: [REDACTED]

Complaints Directed To: P.O. Box 4087, Austin, TX 78773, (800) 224-5744 or

www.dps.texas.gov/rsd/psb/consumer/info_complaints.htm

IN WITNESS WHEREOF, the undersigned agree the audit and testing is completed and both Parties are clear on what is, and is not, covered by this Agreement.

MCA:

By: *Barry Downs*

Name: Barry Downs

Title: Territory VP

Date: 8/11/25

CUSTOMER:

By:

Name:

Title:

Date: