

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 1
WITH
PURVIS SYSTEMS, INC.**

The underlying Agreement and its Amendments (if any) (Collectively the “Agreement”) regarding Quote# [REDACTED] between **Purvis Systems, Inc.** (“Purvis”) and **Williamson County, Texas** (“WILCO”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Incorporated Documents:** This Agreement constitutes the entire Agreement between both 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. This Williamson County Addendum No. 1;
 - B. Sourcewell Contract No. 020625-PUR, incorporated by reference;
 - C. Purvis’ FSAS Maintenance and Service Agreement and
 - D. Purvis’ Quote# [REDACTED];
- 2. Termination for Convenience.** WILCO may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Purvis. In the event of such termination, it is understood and agreed that only the amounts due to Purvis for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for WILCO’s termination of this Agreement for convenience.
- 3. No Indemnification by WILCO.** Purvis acknowledges and agrees that under the Constitution and the laws of the State of Texas, WILCO cannot enter into an agreement whereby WILCO agrees to indemnify or hold harmless any other party, including but not limited to Purvis;

therefore, all references of any in this Agreement to WILCO indemnifying, holding or saving harmless any other party, including but not limited to Purvis, for any reason whatsoever are hereby deemed void and deleted.

- 4. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 5. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to WILCO, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. WILCO does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. The County's Right to Audit.** Purvis agrees that WILCO 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 Purvis which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Purvis agrees that WILCO shall have access during normal working hours to all necessary Purvis facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO shall give Purvis reasonable advance notice of intended audits.
- 7. Non-Appropriation and Fiscal Funding.** The obligations of WILCO under this Agreement do not constitute a general obligation or indebtedness of WILCO for which WILCO is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any WILCO's fiscal year if the governing body of WILCO does not appropriate sufficient funds as determined by WILCO's budget for the fiscal year in question. WILCO may effect such termination by giving written notice of termination to Purvis at the end of its then-current fiscal year to be effective as of the last day of WILCO's fiscal year. For purposes of this Agreement, the WILCO's fiscal year shall be October 1st to September 30th.
- 8. Payment, Interest and Late Payments.** WILCO's 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 WILCO 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 WILCO 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 WILCO'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.

In the event that an error appears in an invoice submitted by Purvis, WILCO shall notify Purvis of the error not later than the twenty first (21st) day after the date WILCO receives the invoice. If the error is resolved in favor of Purvis, Purvis shall be entitled to receive interest on the unpaid balance of the invoice submitted by Purvis beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of WILCO, Purvis shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 9. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where WILCO, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by WILCO shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of WILCO. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Purvis shall furnish WILCO with a certification of coverage issued by the insurer. Purvis shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Purvis shall also notify WILCO, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
- 10. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 11. Sales and Use Tax Exemption.** WILCO is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by WILCO. Exemption certificates will be provided to contractors and suppliers upon request.
- 12. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that WILCO, its officers and employees may request advice, decisions and opinions of the Attorney

General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to WILCO as to whether or not the same are available to the public. It is further understood that WILCO's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that WILCO, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to WILCO by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Purvis Systems, Inc.

By: Danielle Flynn

Printed Name: Danielle Flynn

Title: Contracts Manager

Date: August 26, 2025

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 26 2025 Time: 3:35 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 26 2025 Time: 9:16 am

PURVIS PRICE QUOTATION



88 Silva Ln
 Middletown, RI 02842
 Sales: J. Mascola 401-862-1184
jmascola@purvis.com
 Contracts: D Flynn 401-845-8432
DFlynn@purvis.com

Date: August 25, 2025
 Quote #: XXXXXXXXXX
 Customer: Williamson County
 Address: 911 Tracy Chambers Lane
 Georgetown, TX 78626
 Customer POC: XXXXXXXXXX
 E-mail: XXXXXXXXXX
 Phone #: XXXXXXXXXX

TASK:

Williamson County (WILCO) has requested that PURVIS procure, implementation and installation the PURVIS FSAS IP-based alerting in the Squad 30 EMS Station in Williamson County, TX.

Squad 30 is located at 301 S Patterson Ave Florence, TX 76527, which is co-located with Williamson County ESD7.

This project can be purchased under the Sourcwell Contract No. 020625-PUR.

HARDWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Station Control Unit (SCU)	315-030004-131	1	\$19,500.00	\$18,915.00	\$18,915.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	1	\$735.00	\$712.95	\$712.95
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	1	\$45.00	\$43.65	\$43.65
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	1	\$160.00	\$155.20	\$155.20
USB Extender, 1-Port	315-250202-131	1	\$150.00	\$145.50	\$145.50
24 Port Unmanaged Network Switch	315-290005-131-LAN	1	\$225.00	\$218.25	\$218.25
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	1	\$1,670.00	\$1,619.90	\$1,619.90
Recessed Speaker, 8" with Red/White LED Ring (70v)	315-141001-131-LED	2	\$410.00	\$397.70	\$795.40
Recessed Speaker Mount	315-130360-131	2	\$25.00	\$24.25	\$48.50
Amplifier 1 Ch (70v) 100w (Includes Amplifier Input Module - Mono)	315-070304-131-100	1	\$1,025.00	\$994.25	\$994.25
Message Board - 32" Monitor	315-190000-131-32	1	\$730.00	\$708.10	\$708.10
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	1	\$160.00	\$155.20	\$155.20
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	1	\$70.00	\$67.90	\$67.90
TOTAL					\$24,735.00
Sales and Use Tax					\$0.00
TOTAL HARDWARE					\$24,735.00

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is at least 4 weeks after receipt of order (ARO)

SOFTWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	1	\$800.00	\$776.00	\$776.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	1	\$750.00	\$727.50	\$727.50
TOTAL					\$1,503.50
Sales and Use Tax					\$0.00
TOTAL SOFTWARE					\$1,503.50

FIXED PRICE SERVICES:

Description	Unit Price	Adjusted Unit Price	Price

Implementation Services (Project Management, Configuration, Integration, Test, & Training)	\$8,500.00	\$8,245.00	\$8,245.00
Freight/Shipping & Handling		\$300.00	\$300.00
1 Year Warranty & Maintenance		Included	\$0.00
TOTAL SERVICES			\$15,820.00
GRAND TOTAL			\$42,058.50

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

PAYMENT TERMS: Net 30

VALIDITY: This FFP Quote is valid for 90 days

END-USER LICENSE/MAINTENANCE AGREEMENTS: All purchased hardware and software resulting from this quote will be licensed, warranted and maintained under the existing PURVIS FSAS End-User License Agreement and PURVIS FSAS Warranty, Maintenance and Service Agreement - with the customer.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.