

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM TO THE  
TERMS AND CONDITIONS  
WITH  
ON COMPUTER SERVICES, LLC DBA UNIFIED POWER  
(Annual Maintenance for UPS at ESOC)**

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The underlying County Addendum (the “Addendum”) to the Software as a Service Agreement (“Agreement”), between On Computer Services, LLC dba Unified Power (“Seller”) and Williamson County, Texas (“Customer” or “The County”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

- 1. Incorporated Documents:** This Addendum 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:
  - This Addendum;
  - Unified Power’s Terms and Conditions and;
  - Unified Power’s Proposal # [REDACTED]-Rev: 1 dated 4/01/2025
- 2. Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Seller. In the event of such termination, it is understood and agreed that only the amounts due to Seller 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 The County’s termination of this Agreement for convenience.
- 3. No Indemnification by The County.** Seller acknowledges and agrees that under the Constitution and the laws of the State of Texas, The County cannot enter into an agreement whereby The County agrees to indemnify or hold harmless any other party, including but not limited to Seller; therefore, all references of any in this Agreement to The County

indemnifying, holding or saving harmless any other party, including but not limited to Seller, 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 either 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 The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County 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.** Seller 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 Seller which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Seller agrees that The County shall have access during normal working hours to all necessary Seller 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 Seller reasonable advance notice of intended audits.
- 7. Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County 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 County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Seller at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.
- 8. Payment, Interest and Late Payments.** The County'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 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.

In the event that an error appears in an invoice submitted by Seller, The County shall notify Seller of the error not later than the twenty first (21<sup>st</sup>) day after the date The County receives the invoice. If the error is resolved in favor of Seller, Seller shall be entitled to receive interest on the unpaid balance of the invoice submitted by Seller beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Seller 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 The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. 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. Seller shall furnish The County with a certification of coverage issued by the insurer. Seller shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Seller shall also notify The County, 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.** The County 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 The County. 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 The County, 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 The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The County, 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 The County 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.

**ON COMPUTER SERVICES, LLC  
DBA UNIFIED POWER**

By:  \_\_\_\_\_

Printed Name: Justin McClung

Title: Regional Vice President

Date: September 26, 2025

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Title: As Presiding Officer, Williamson  
Commissioners Court

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

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Sep 29 2025 Time: 1:48 pm

**Reviewed by Contract Audit**  
Joel Brophy  
Internal Audit Director  
Williamson County Auditor's Office  
Date: Sep 29 2025 Time: 10:17 am

# Unified Power

Tricia Massey  
Phone: (469) 474-2490  
tricia.massey@unifiedpowerusa.com  
www.unifiedpowerusa.com



## Keeping You in Power

Williamson County Emergency Communications

Proposal # [REDACTED] - Rev: 1  
Date: 04/01/2025

Tricia Massey  
 (469) 474-2490  
 tricia.massey@unifiedpowerusa.com



<b>Invoice To:</b>	<b>End User:</b>
[REDACTED]	[REDACTED]

**Emergency Services Operations Center, Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US**

Manufacturer	Model	Serial #	Batt Qty	Coverage	PM Frequency	Price
Toshiba	1600XP/XPi Series	[REDACTED]	120	FS/P/4hr	1 Major 7x24	\$9,459.26
CSB	HRL 1234W F2FR		10	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Semi Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
Toshiba	G9000	[REDACTED]	80	FS/P/4hr	1 Major 7x24	-
CSB	HRL 12330WFR		40	PM/4hr	Annual VRLA 7x24	-
CSB	HRL 12330WFR		40	PM/4hr	Semi Annual VRLA 7x24	-
Toshiba	1600XP/XPi Series	[REDACTED]	120	FS/P/4hr	1 Major 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
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CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Annual VRLA 7x24	-
Eaton Powerware	9170	[REDACTED]	180	FS/P/4hr	1 Major 7x24	-
Yuasa	NP7.5-12		10	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		10	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		10	PM/4hr	Annual VRLA 7x24	-
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CSB	UPS 12460 F2 FR		10	PM/4hr	Annual VRLA 7x24	-
Eaton Powerware	9170		180	FS/P/4hr	1 Major 7x24	-
CSB	HRL 1234W F2FR		10	PM/4hr	Annual VRLA 7x24	-
CSB	HRL 1234W F2FR		10	PM/4hr	Annual VRLA 7x24	-
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CSB	HRL 1234W F2FR		10	PM/4hr	Annual VRLA 7x24	-
CSB	HRL 1234W F2FR		10	PM/4hr	Annual VRLA 7x24	-
CSB	UPS 12460 F2 FR		24	PM/4hr	Semi Annual VRLA 7x24	-
Site Total:						\$9,459.26

Coverage Legend

Coverage	Description
FS/P/4hr	Full Service, Parts & Labor for the UPS, 4hr Emergency Response Time 7x24
PM/4hr	Preventive Maintenance Only, 4hr Emergency Response Time 7x24, Repairs Billable

Summary

	\$9,459.26
<b>Tax</b>	\$0.00
<b>Total</b>	\$9,459.26



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**Annual Agreement and Terms**

Contract Start	Contract End	Payment Term	Billing Cycle
10/01/2025	09/30/2026	Net 30 Days	
Proposal expires 30 days after the contract start date			

**Multi-Year Service Contract Pricing Options**

In order to save on an annual service contract that would typically include a 3-5% annual price escalation, and also to reduce the risk of parts price increases on full service contracts, a 3-year fixed price multi-year service contract option is available.

Pricing for each year would be as follows:

- Year 1: \$9,459.26
- Year 2: \$9,459.26
- Year 3: \$9,459.26

To lock in the fixed price for 3 years, one of the following is required:

1. Initial below to select this option and sign the proposal at the bottom
2. Initial below to select this option and provide a purchase order for the full 3 year term
3. Initial below to select this option and provide a Master Service Agreement addendum or schedule for the full 3 year term

Additional discounts are available if a multi-year contract is paid in full in advance. Please contact your Sales Rep for more information on this option.

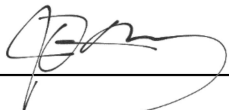
Initial here if you would like to purchase the Multi-Year option

**Unified Power's Terms & Conditions will apply to orders based on this proposal.**  
<https://unifiedpowerusa.com/terms-and-conditions>

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

**Unified Power**

**Williamson County Emergency Communications**

Signature:   
Date: 9/26/2025

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: Justin McClung

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

Title: Regional Vice President

Title: \_\_\_\_\_





## Service Agreement

Unified Power will provide Preventive (PM), Emergency, or Corrective services in accordance with the following coverage descriptions, as further defined in Unified Power's related proposal for services (Proposal) and the attached detailed Scopes of Work. Agreements which include equipment encompassing all described types of coverage are Full Service (FS) Agreements. Emergency and Corrective services are available under PM Agreements at Time and Material (T&M) rates attached. This Service Agreement is made and entered into by Unified Power and Customer expressly subject to Unified Power's General Terms and Conditions located at <https://unifiedpowerusa.com/terms-and-conditions>

### A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the contracted period:
  - a. Minor PM inspection(s) will be scheduled at the convenience of Unified Power.
  - b. Major PM inspection will be scheduled at the convenience of the Customer.
2. Unified Power will make a maximum of (3) attempts to schedule the PM inspections. Failure by client to respond or allow access to client's facilities may result in cancellation of the PM inspections.
  - a. Should the PM applicable to equipment under FS coverage not be scheduled within the Agreement term due to Customer delay, such PM will be forfeited, no prorated PM value will be refunded.
  - b. Should the PM be cancelled or delayed by the customer less than 72 hours prior to the confirmed scheduled time, the customer may be charged four (4) hours minimum based on current Time and Material Rates or cancel the PM inspection.
  - c. Unified Power reserves the right to schedule PM inspections with advanced notice of at least one hour, unless otherwise stipulated in the Agreement.
3. Unified Power may, at its discretion, provide necessary PM inspections during emergency service visits.

### B. EMERGENCY SERVICE (Included under FS Agreements, available under PM Agreements on a T&M basis):

1. Emergency Service is defined as the service required to restore the covered equipment to an operational status following an unexpected interruption in service.
2. Response Time is defined, for purposes of this agreement, as the time from receipt of an emergency call by Unified Power to the arrival of a technician on site at the equipment location.
3. Unified Power will provide Emergency service according to the response time specified in the Proposal.

### C. UPS CORRECTIVE SERVICE (Included in FS Agreements, available in PM Agreements on a (T&M) basis):

1. Corrective Service (If covered under FS Agreement):
  - a. Equipment that has not been serviced by Unified Power within 90 days prior the start date of the Agreement is subject to evaluation and certification to decide if it is in acceptable working condition prior to acceptance of this agreement. Evaluation will be performed at the time of initial preventive maintenance visit.
  - b. Non-mandatory field modifications and previously released field modifications are considered pre-existing conditions.
  - c. Evaluation and certification must occur within 30 days of the Agreement start date. As determined by results, any remedial action needed to bring equipment into compliance with manufacturer's specifications will be at Customer's expense.
  - d. Unit must be placed in bypass during completion of evaluation and certification for major PM service. Failure of customer to allow will result in the coverage downgraded to PM only. Corrective action will be billed per Time and Material Rates.
  - e. Should Customer decline to approve such remedial action, the Agreement will be voided, and any payments already received by Unified Power will be refunded, less any charges for services performed.
  - f. Unified Power will provide Corrective service for problems not immediately impacting system reliability on a 0700 to 1800 hours Monday through Friday basis.
2. Parts Usage (If covered under FS Agreement):
  - a. Parts used in repair of equipment specified in the Agreement are included; replacement coverage is limited to the annual value of the Service Agreement. Parts used to total a value in excess of the annual agreement value will be supplied upon client approval and invoiced.





- i. Exceptions: Power Modules, Batteries, major magnetics, external breakers, full AC or DC capacitor banks.
- ii. All parts replaced under this Agreement will become property of Unified Power.
- b. Customer parts used under this Agreement will be replaced.
  - i. Exceptions: Batteries, major magnetics, external breakers, full AC or DC capacitor banks.

**D. BATTERY, GENERATOR, & ELECTRICAL SERVICES:**

- 1. Should battery and or generator maintenance be provided by Unified Power within this Agreement, services will be performed in accordance with general manufacturer's recommendations and standard industry practice as outlined in the attached Scopes of Work as applicable
- 2. Scheduled Maintenance terms apply, See Section A.
- 3. Corrective, Installation & project services will be proposed separately and billed per project or T&M rates.

**E. LOCATION AND ACCESS:**

- 1. The maintenance of equipment is limited to the location specified in the Agreement.
- 2. The customer will provide adequate working space and facilities for use by Unified Power and proper storage of parts
- 3. Customer will allow Unified Power ready access to site and equipment, subject to Customer's reasonable internal security and safety rules
- 4. Delays & cancelations caused by Customer are billable.

**F. SAFETY REPRESENTATIVE:**

- 1. Customer agrees to provide a safety representative who will be available at the equipment location whenever Unified Power is performing services under this Agreement. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

**G. CUSTOMER RESPONSIBILITIES (applicable to equipment under FS coverage only):**

- 1. Customer shall provide the following:
  - a. Inspection and replacement of air filters on a routine basis
  - b. All applicable equipment areas kept clean and free of loose debris
  - c. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit
  - d. Humidity control in all applicable equipment areas
  - e. Covered equipment areas maintained free of corrosive elements

**H. TERM and TERMINATION:**

- 1. Service under this Agreement will begin on the effective date of this Agreement and shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time. Customer will be provided written notice of renewal approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event the Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to expiration.
- 2. Notwithstanding the foregoing, Unified Power may terminate this Agreement at any time upon thirty (30) days written notice. In the event of early termination of FS coverage, the prorated portion will be returned.

**I. EXCEPTIONS & EXCLUSIONS:**

- 1. If covered equipment is no longer supported by the original equipment manufacturer, has reached end of life, or the model has been replaced, the repair labor and parts required to repair failed equipment will be provided on a "best-effort" basis. Should parts be unavailable for equipment under FS coverage, the Agreement will be reduced to PM Only and pro rata value for the balance of the contract term will be refunded.
- 2. In the event covered equipment fails and is deemed "beyond repair," Unified Power will refund the unused portion of the corrective maintenance term associated with the failed unit.





3. Equipment modification or any additional services or testing beyond the scope described herein and attached and testing of equipment modifications made by the Customer are excluded.
4. Field modifications issued by a manufacturer during the term of the Agreement are not covered under Corrective Service unless they pose safety concerns and are subject to the availability of OEM services to Unified Power
5. Reset of alerts, timers or adjustments protected by proprietary software are excluded.
6. Labor will be charged to Customer at the current Time & Material rates for the repair or service of the equipment under FS coverage, in the event any of the following conditions occur during the term of the Agreement:
  - a. Persons other than Unified Power attempt to repair or maintain the equipment covered by this Agreement.
  - b. Damage to the equipment covered by this Agreement results from acts of God or all external causes including, but not limited to, all insurable risks.
  - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness.
  - d. Unified Power is required by the Customer to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be the Customer's sole responsibility.
  - e. Failure of or damage to equipment covered by this Agreement resulting from failure of Customer to order quoted replacement of parts excluded from FS coverage.
  - f. Repairs or adjustments requiring manufacturer's proprietary software not available to Unified Power. Unified Power will facilitate such services between Customer any applicable manufacturer as necessary.