# COUNTY ADDENDUM FOR Motorola SOLUTIONS SERVICES CONTRACTS

(Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, 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 CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

<u>No Assignment</u>: Motorola may <u>not</u> assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

<u>Compliance With All Laws</u>: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: 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.

#### VI.

Right to Audit: Motorola agrees that Customer 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 Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits.

#### VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

#### VIII.

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

WITNESS the signatures of all parties i of September, 2017.	n duplicate originals this the <u>/</u> / day
WILLIAMSON COUNTY:	Motorola:
Authorized Signature	Authorized Signature

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		8	OFFICE USE TIFICATION	
	Name of business entity filing form, and the city, state and country of the bu of business.	siness entity's place		cate Number: 177048	i
	Motorola Solutions Inc				
	Austin, TX United States		Date F 03/10		
	Name of governmental entity or state agency that is a party to the contract following filed.	or which the form is	03/10	72011	ŀ
	Williamson County		Date A	Acknowledged:	
3	Provide the identification number used by the governmental entity or state a description of the services, goods, or other property to be provided under the	gency to track or identify e contract.	the co	ntract, and prov	ide a
	S00001018218				
	Maintenance Services for Asset Managment				
_				Nature of	
•	Name of Interested Party City, State	, Country (place of busin	ess)	(check ap	plicable) Intermediary
				Controlling	intermediary
_					
_					
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			l		
_					
5	Check only if there is NO Interested Party.				
6	AFFIDAVIT I swear, or affirm, unde	r penalty of perjury, that th	e above	disclosure is tru	e and correct.
	ROBIN A. GRIFFIN Notary Public, State of Texas	1	1	•	
	My Commission Expires	1/2/	4		
	Signatur	e of authorized agent of co	ntracting	business entity	
	AFFIX NOTARY STAMP / SEAL ABOVE				
	N. I. Jacobson	, 	15	day of	10 Art
	Sworn to and subscribed before me, by the said	this the		day or	
	Road-Huft Robin A	1. Griffin		OFFICE N	
	Signature of officer administering bath Printed name of officer adm	nistering oath	Title of	officer administe	ring oath

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and count of business.	1	Certificate Number: 2017-177048			
	Motorola Solutions Inc		į .		i i	
	Austin, TX United States		Date I	Filed:		
	Name of governmental entity or state agency that is a party to the	contract for which the form is	03/10	/2017		
2	being filed.	e contract for which the form is	1			
	-		Date /	Acknowledged:		
	Williamson County		04/06	6/2017	į	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provid \$00001018218	ty or state agency to track or identified under the contract.	y the co	ontract, and prov	/ide a	
	Maintenance Services for Asset Managment					
-				Nature of	finterest	
4	Name of Interested Party	City, State, Country (place of busi	ness)	(check ap	plicable)	
	india or intersect their	• • •	-	Controlling	Intermediary	
L						
L						
5	Check only if there is NO Interested Party.					
6	AFFIDAVIT I swear, or	r affirm, under penalty of perjury, that t	ne abov	e disclosure is tru	e and correct.	
		Signature of authorized agent of c	ontractir	ng business entity	,	
	AFFIX NOTARY STAMP / SEAL ABOVE	-				
	Sworn to and subscribed before me, by the said	, this the		day of		
	20, to certify which, witness my hand and seal of office.					
	Signature of officer administering oath Printed name of	f officer administering oath	Title of	f officer administe	ering oath	



## SERVICES AGREEMENT

Attn: National Service Support/4th fl 1301 East Algonquin Road (800) 247-2346

Contract Number: S00001018218

Contract Modifier: RN06-FEB-17 13:15:43

Company Name:

Required P.O.: Yes

Attn:

Williamson County

Date: 02/06/2017

Customer #: 1035809592

Billing Address: 508 Holly St

Bill to Tag #: 0001

Contract Start Date: 10/01/2017

City, State, Zip: Georgetown, TX, 78626

Contract End Date: 09/30/2018

Customer Contact: Catherine Roberts

Anniversary Day: Sep 30th

Phone: (512)943-3575

Payment Cycle: MONTHLY

PO#: 158303

QTY	MODEL/OPTION	SEKVICES DESCRIPTION		MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0105A	SP-ASSET	***** Recurring Services *****  SP-ASSET MGMT CS-RECURRING  NETWORK(S)		\$27,676.32
SPECI	L AL INSTRUCTIONS -	ATTACH	Subtotal - Recurring Services	\$2,306.36	\$27,676.32
THE PERSONNEL PROPERTY OF THE PERSONNEL PROP		Subtotal - One-Time Event Services	\$ .00	\$ .00	
			Total		\$27,676.32
			Taxes	-	-
			Grand Total	\$2,306.36	\$27,676.32
			THIS SERVICE AMOUNT IS SUBJECT TO ST JURISDICTIONS WHERE APPLICABLE. TO BE	ATE AND LOCAL TAXING VERIFIED BY MOTORO	NG DLA.
		- ituituneisen iin	Subcontractor(s)	City	State
			MCM TECHNOLOGY LLC	BIRMINGHA M	AL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms

and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.						
Mr f gul	Courty Duly-	09-22-2-17				
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE				
DAM A GATTIS	and adjusted to the second					
CUSTOMER (PRINT NAME)						
MALL	OM	3/15/17				
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE				
NICK CASSIOPPI	815-543-6915					
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE					

Company Name: Williamson County Contract Number: S00001018218

Contract Modifier: RN06-FEB-17 13:15:43
Contract Start Date: 10/01/2017
Contract End Date: 09/30/2018

#### **Service Terms and Conditions**

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

- 12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

# Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

## **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties.		(	OFFICE USE	ONLY
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CER	TIFICATION	OF FILING
L	Name of business entity filing form, and the city, state and country of business.	of the business emity's place		cate Number: 177047	
	Motorola Solutions Inc		_		
	Austin, TX United States	•	Date F 03/10		
2	Name of governmental entity or state agency that is a party to the c being filed.	contract for which the form is	00/10/	72011	
	Williamson County		Date A	Acknowledged:	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided	or state agency to track or identify I under the contract.	the co	ntract, and prov	ide a
	S00001025308				
	Maintenance Services on BDA/DAS sites				
_				Nature of	L.
4	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap	plicable) Intermediary
				Controlling	intermediary
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-				<del></del>	
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_					
5	Check only if there is NO Interested Party.				
6	AFFIDAVIT I swear, or aff	firm, under penalty of perjury, that the	above	disclosure is true	and correct.
	ROBIN A. GRIFFIN Notary Public, State of Texas	1011	_		
	My Commission Expires March 22, 2017	Signature of authorized agent of cor	ntracting	g business entity	
	and the second s				
	AFFIX NOTARY STAMP / SEAL ABOVE				
	Sworn to and subscribed before me, by the said	(655iupoi , this the	15	day of	larch,
		I'W A. GRIFFIW		OFFICE N	
		on atota ty un		· · · · · · · · · · · · · · · · · · ·	ersion V1 0 277

# CERTIFICATE OF INTERESTED PARTIES **FORM 1295** 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. **CERTIFICATION OF FILING** Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Certificate Number: Name of business entity filing form, and the city, state and country of the business entity's place 2017-177047 of business. Motorola Solutions Inc Date Filed: Austin, TX United States 03/10/2017 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Williamson County 04/06/2017 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Maintenance Services on BDA/DAS sites Nature of interest City, State, Country (place of business) (check applicable) Name of Interested Party Controlling Intermediary 5 Check only if there is NO Interested Party. X 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE \_, this the \_\_\_\_\_ day of \_\_\_ Sworn to and subscribed before me, by the said 20\_\_\_\_\_, to certify which, witness my hand and seal of office. Title of officer administering oath Printed name of officer administering oath Signature of officer administering oath

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.0.277



Attn: National Service Support/4th fl 1301 East Algonquin Road (800) 247-2346

Date: 02/19/2017

Company Name:

Williamson County

Attn:

Billing Address: 508 Holly St

City, State, Zip: Georgetown, TX, 78626

Customer Contact: Catherine Roberts

Phone: (512)943-3575

### SERVICES AGREEMENT

Contract Number: S00001025308

Contract Modifier: RN19-FEB-17 16:21:26

Required P.O.: No

Customer #: 1035809592

Bill to Tag #: 0001

Contract Start Date: 10/01/2017

Contract End Date: 09/30/2018

Anniversary Day: Sep 30th

Payment Cycle: ANNUAL

PO #:

QTY	MODEL/OPTION	SERVICES	DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recur	ring Services ****		
	SVC01SVC1102C		SPATCH SERVICE	\$0.00	\$0.00
2	SVC079AD		REMOTE SITE		
2	SVC922AG	DISPATCH	SITE		
	SVC01SVC2007C	SP-ONSITE	INFRA RESP	\$223.12	\$2,677.44
4		SITE(S)			
SPEC	I IAL INSTRUCTIONS -	ATTACH	Subtotal - Recurring Services	\$223.12	\$2,677.44
STATEME	NT OF WORK FOR PERFORMANCE	EDESCRIPTIONS	Subtotal - One-Time Event Services	\$ .00	\$ .00
			Total	\$223.12	\$2,677.44
			Taxes	-	9
			Grand Total	\$223.12	\$2,677.44
			THIS SERVICE AMOUNT IS SUBJECT TO ST JURISDICTIONS WHERE APPLICABLE. TO BE	ATE AND LOCAL TAXIN	NG DLA.
			Subcontractor(s)	City	State
			MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
			MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

12	de	1
AUTHORIZED C	CUSTOME	SIGNATURE

(-v=1) July 09-22-2-17
PITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Contract Number: Williamson County \$00001025308

Contract Modifier:

RN19-FEB-17 16:21:26

Contract Start Date: 10/01/2017 Contract End Date: 09/30/2018

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5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

- 12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

# Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State 17.2.

in which the Services are performed.

- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

				1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE	•
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.  Motorola Solutions Inc  Austin, TX United States	Certificate Number: 2017-177050 Date Filed:		
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  Williamson County		0/2017 Acknowledged:	
3	Provide the identification number used by the governmental entity or state agency to track or identification of the services, goods, or other property to be provided under the contract.  S00001018224  Maintenance Services on Dispatch Center	fy the cc	ontract, and prov	ride a
4	Name of Interested Party City, State, Country (place of bus	iness)	Nature of (check ap Controlling	
_				yy
L				
-				
H				
L				
5	Check only if there is NO Interested Party.			
6	AFFIDAVIT I swear, or affirm, under penalty of perjury, that to	he above	e disclosure is tru	e and correct.
	ROBIN A. GRIFFIN Notory Public, State of Texas My Commission Expires March 22, 2017  AFFIX NOTARY STAMP / SEAL ABOVE	ontractin	g business entity	
	Sworn to and subscribed before me, by the said	15	day of	naecH.
	Signature of officer administering path  Printed name of officer administering path		OFFICE A	
	Signature of officer administering oath Printed name of officer administering oath	, ide Oi	The damanate	

## **CERTIFICATE OF INTERESTED PARTIES** FORM 1295 1 of 1 **OFFICE USE ONLY** Complete Nos. 1 - 4 and 6 if there are interested parties. **CERTIFICATION OF FILING** Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-177050 Motorola Solutions Inc Date Filed: Austin, TX United States 03/10/2017 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Williamson County 04/06/2017 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Maintenance Services on Dispatch Center Nature of interest City, State, Country (place of business) (check applicable) Name of Interested Party Controlling Intermediary 5 Check only if there is NO Interested Party. $\square$ I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. 6 AFFIDAVIT Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE \_, this the \_\_\_\_ \_\_\_\_ day of \_\_\_ Sworn to and subscribed before me, by the said 20\_\_\_\_\_, to certify which, witness my hand and seal of office. Printed name of officer administering oath Title of officer administering oath Signature of officer administering oath Version V1.0.277 www.ethics.state.tx.us

Forms provided by Texas Ethics Commission



## **SERVICES AGREEMENT**

Contract Modifier: RN10-FEB-17 11:56:45

Contract Number: S00001018224

Attn: National Service Support/4th fl

1301 East Algonquin Road

(800) 247-2346

Date: 02/23/2017

Company Name:

Williamson County

Attn:

Billing Address:

911 Tracy Chambers Ln

City, State, Zip:

Georgetown, TX, 78626 Catherine Roberts

**Customer Contact:** 

Phone: (512)943-3575 Required P.O.: No

1035809592 Customer #:

0042 Bill to Tag #:

Contract Start Date: 10/01/2017

Contract End Date:

09/30/2018

Anniversary Day: Sep 30th

Payment Cycle: MONTHLY

PO#:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
<b></b>		***** Recurring Services *****		
	LSV01Q00408A	ADVANCED PLUS NETWORK MONITORING	\$324.17	\$3,890.04
2	SVC148AJ	DISPATCH SITE		
1	SVC152AJ	MOSCAD RTU		
'	LSV01Q00409A	ADVANCED PLUS TECH SUPPORT	\$71.66	\$859.92
2	SVC938AH	DISPATCH SITE		
	LSV01Q00410A	ADVANCED PLUS DISPATCH	\$66.57	\$798.84
4	SVC026AJ	DISPATCH SITE		
	LSV01Q00412A	ADVANCED PLUS NETWK PREV MAINT 1	\$1,031.21	\$12,374.52
4	SVC103AJ	DISPATCH SITE		[
20	SVC104AJ	OPS POSITION		
	LSV01Q00423A	ADVANCED PLUS ONSITE INF RESP-PREM	\$1,455.86	\$17,470.32
5	SVC076AJ	DISPATCH SITE	ĺ	
40	SVC077AJ	OPS POSITION	04 000 70	600 007 10
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	\$1,669.76	\$20,037.12
15		MCC7500		
1		SITE(S)	#0.765.70	\$33,189.36
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$2,765.78	\$33,169.30
1		MCC7500		
1		NETWORK(S)		
1	}	SITE(S)	\$5,727.88	\$68,734.56
1	SVC02SVC0127A	NICE GOLD PACKAGE	\$5,727.60	\$00,754.00
1		NICE IP OR MGEG LOGGER		
1		SITE(S)	\$1,923.95	\$23,087.40
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$1,320.35	Ψ20,001.40
1		NETWORK(S) SYS UPGRADE AGRMT II-SITE	\$6,755.21	\$81,062.52
	SVC04SVC0178A	SYS UPGRADE AGRINT II-SITE SMA DISPATCH SITES	45,.55.21	1
1	SVC032AG	SMA CONSOLE OPS		
22	SVC033AG	SMA NICE LOGGERS		
1	SVC034AG	ARCHIVING INTERFACE SERVER		
ן ז	SVC054AG	ANOTHER NOT OF SELECT	'	•

000	E REFRESH PARTNER OPTION		
SPECIAL INSTRUCTIONS - ATTACH	Subtotal - Recurring Services	\$21,792.05	\$261,504.60
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$21,792.05	\$261,504.60
	Taxes	-	-
	Grand Total	\$21,792.05	\$261,504.60
	THIS SERVICE AMOUNT IS SUBJECT TO ST. JURISDICTIONS WHERE APPLICABLE, TO BE	ATE AND LOCAL TAXIN VERIFIED BY MOTORO	G PLA.
	Subcontractor(s)	City	State
	MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
	MOTOROLA NIO SSA TEAM (DO501)	SCHAUMBU RG	IL
	MOTOROLA SSC NETWORK SECURITY	SCHAUMBU RG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT D0067	SCHAUMBU RG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
	MSI- T6 SUA UPGRADE OPERATIONS (CB706)	AUSTIN	TX
	NICE SYSTEMS INC	PARAMUS	NJ

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
he gle	Consty Jeg	69-22-2017
CUSTOMER (PRINT NAME)		
1101	(5m	4/4/2017
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	ØATE/
NICK CASSIOPPI	815-543-6915	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Williamson County
Contract Number: S00001018224

Contract Modifier: RN10-FEB-17 11:56:45

Contract Start Date: 10/01/2017 Contract End Date: 09/30/2018

#### **Service Terms and Conditions**

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

- "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement 2.1. or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- "Equipment" means the equipment that is specified in the attachments or is subsequently added to this 2.2. Agreement.
- "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

- Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.
- If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the 4.2. Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous 4.5. environments.
- If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, 4.6. Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's 4.7. notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation 5.2. of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### Section 8, PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

- If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
- Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

- M 12.1. This Agreement supersedes all prior-and-concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

# Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

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During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

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- This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State 17.2.

in which the Services are performed.

- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
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Revised Oct 15, 2015

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	CERTIFICATE OF INTERESTED PART	ΓIES		FOR	м 1295
_					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.  Motorola Solutions Inc	ry of the business entity's place		ficate Number: -177049	
2	Austin, TX United States  Name of governmental entity or state agency that is a party to the	e contract for which the form is		Filed: 0/2017	
	being filed. Williamson County		Date	Acknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide S00001018227 Maintenance Services on Tower Sites		y the co	ontract, and pro	vide a
4	Name of Interested Party	City, State, Country (place of bus	Nature of inter		plicable)
				Controlling	Intermediary
			·		
			<del></del>		
_					
5	Check only if there is NO Interested Party.				
6	ROBIN A. GRIFFIN Notary Public, State of Texas My Commission Expires March 22, 2017	affirm, under penalty of perjury, that the	<u></u>	<u>.</u>	e and correct.
	AFFIX NOTARY STAMP / SEAL ABOVE				
	Sworn to and subscribed before me, by the said <u>Nicholas J</u> 20	CASSLOPPi, this the	<u>15</u>	day of _ <i>M</i>	ARCH_
	Lacy A- Juli Rob.	NA. GRIFFIN		FICE NAM	
	Signature of officer administering oath Printed name of	officer administering oath	Title of	officer administe	ring oath

	CERTIFICATE OF INTERESTED PART	IE3	FORM <b>12</b>	95
				1 of 1
•	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONL CERTIFICATION OF F	
1	Name of business entity filing form, and the city, state and countr of business.	y of the business entity's place	Certificate Number: 2017-177049	
	Motorola Solutions Inc Austin, TX United States		Date Filed: - 03/10/2017	
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is		
	Williamson County		Date Acknowledged: 04/06/2017	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide \$00001018227 Maintenance Services on Tower Sites	y or state agency to track or identify ed under the contract.	y the contract, and provide a	
4	Name of Interceted Dayly	City, State, Country (place of busin	Nature of interests) (check applicate	
	Name of Interested Party	City, Ciato, Country (piace of basis		mediary
-				
L				
l				
r				-
r				
r				
5	Check only if there is NO Interested Party.	L		
6	AFFIDAVIT I swear, or	affirm, under penalty of perjury, that th	ne above disclosure is true and	correct.
	-	Signature of authorized agent of co	ontracting business entity	
	AFFIX NOTARY STAMP / SEAL ABOVE			
	Sworn to and subscribed before me, by the said	this the	day of	
	Signature of officer administering oath Printed name of	officer administering oath	Title of officer administering of	ath

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.0.277



## SERVICES AGREEMENT

Contract Modifier: RN17-FEB-17 10:41:43

Contract Number: S00001018227

Attn: National Service Support/4th fl 1301 East Algonquin Road (800) 247-2346

Date: 03/10/2017

Company Name:

Williamson County

Attn:

Billing Address: 508 Holly St

City, State, Zip: **Customer Contact:** 

Georgetown,TX,78626 Catherine Roberts

Phone:

(512)943-3575

Required P.O.: No

Customer #: 1035809592

Bill to Tag #: 0001

Contract Start Date: 10/01/2017

Contract End Date: 09/30/2018

Payment Cycle: MONTHLY

Anniversary Day: Sep 30th

PO#:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
			LAI	7
		****** Recurring Services *****	#070 CO	\$11,684.28
1	LSV01Q00408A	ADVANCED PLUS NETWORK MONITORING	\$973.69	\$11,004.20
16	SVC147AJ	REMOTE SITE		
5	SVC148AJ	DISPATCH SITE		
2	SVC152AJ	MOSCAD RTU	#0.040.04	\$43,759.32
l	LSV01Q00409A	ADVANCED PLUS TECH SUPPORT	\$3,646.61	φ43,739.32
1	SVC936AH	PRIME SITE		
24	SVC937AH	REMOTE SITE		
13	SVC938AH	DISPATCH SITE	#264 ED	\$4,374.96
	LSV01Q00410A	ADVANCED PLUS DISPATCH	\$364.58	\$4,374.90
1	SVC024AJ	PRIME SITE		
18	SVC025AJ	REMOTE SITE		
5	SVC026AJ	DISPATCH SITE	640.040.00	\$227,385.60
	LSV01Q00411A	ADVANCED PLUS ONSITE INF RESP STD	\$18,948.80	\$227,303.00
1	SVC047AJ	PRIME SITE		
26	SVC048AJ	REMOTE SITE		
9	SVC049AJ	DISPATCH SITE	Ì	
90	SVC051AJ	STATIONS	ØE 070 80	\$70,449.84
	LSV01Q00412A	ADVANCED PLUS NETWK PREV MAINT 1	\$5,870.82	\$70,449.04
23	SVC102AJ	REMOTE SITE		
13	SVC103AJ	DISPATCH SITE	04 004 57	\$58,014.84
	LSV01Q00423A	ADVANCED PLUS ONSITE INF RESP-PREM	\$4,834.57	\$50,014.04
6	SVC075AJ	REMOTE SITE		
8	SVC076AJ	DISPATCH SITE	60.00	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00	\$0.00
10	SVC111AH	REMOTE SITE	1	
8	SVC112AH	DISPATCH SITE		
1	SVC153AD	ASTRO25 REMOTE SITE	80.00	\$0.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
10	SVC099AH	REMOTE SITE		
8	SVC100AH	DISPATCH SITE	I	1

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NICK CYZZIOŁЫ

## MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name:
Contract Number:

Williamson County \$00001018227

Contract Modifier:

RN17-FEB-17 10:41:43

Contract Start Date: 10/01/2017 Contract End Date: 09/30/2018

#### **Service Terms and Conditions**

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

- "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement 2.1. or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- "Equipment" means the equipment that is specified in the attachments or is subsequently added to this 2.2. Agreement.
- "Services" means those installation, maintenance, support, training, and other services described in this 2.3. Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

- Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.
- If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous 4.5. environments.
- If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's 4.7. notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in 5.1. other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation 5.2. of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

- If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
- Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### Section 12. EXCLUSIVE TERMS AND CONDITIONS

- Section 12. EXCLUSIVE TERMS AND CONDITIONS

  12.1. This Agreement supersedes all prior and soncurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, 12.2. however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

# Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

#### Section 17. GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State 17.2.

in which the Services are performed.

- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

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## HORSLOZ-CVI ABEJON VBEZ CORNCIL A CONTRACT BETWEEN

GNV Houston, Texas

Farmers Branch, Texas MOTOROLA SOLUTIONS, INC.

Branch, Texas 75234 herematier referred to as the CONTRACTOR, having its principal place of business at Park West C-2, 1507 LB1 Freeway, Farmers having its principal place of business at \$555 Timmons Lane, Suite 120, Houston, Texas 77027, AMD, Motorola Solutions, Inc. This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC,

#### SCOPE OF SERVICES

Interoperability Equipment through the H-GAC Contract to END USERS OHEROLD BY THE CONTROLLOR. The CONTRACTOR agrees to sell Rudio Communication/Emergency Response & Modile referred to as END USER, for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the The parties have entered into a Radio Communication/Emergency Response & Mobile Interoperability Equipment Contract to become

#### THE COMPLETE AGREEMENT

The Contract shall consist of the documents adentified below in order of precedence:

- The text of this Contract form, including but not limited to, Attachment A
- General Terms and Conditions
- Proposal Specifications No. RA05-15, including any relevant suffixes
- † CONLEWCLOB's Response to Proposal No: RA05-15, including but not limited to, prives and options offered.

to matters betein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties gameler agreement between the parties here. Online Continue supersedes any and all oral or written agreements between the parties relating All of which are either attached betelo or incorporated by reference and hereby made a part of this Contract, and shall constitute the

#### LEGAL AUTHORITY

ARTICLE 3:

the terms of this Contract and any subsequent amendments thereto. Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this

#### VPPLICABLE LAWS

VISITOUR

ordinances, and laws in effect or promulgated during the ferm of this Confinct. The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances,

#### INDEPENDENT CONTRACTOR

VKLICTE 25

employee payrolls and claims arising therefrom CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for COLLEVATOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR No provision of this Contract of act of H-GAC in performance of this Contract shall be construed as making The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or

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USERS pursuant to this Contract. Applicable IL-CAC order processing charges will be due and payable to H-CAC on any End User effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END between COATRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into agree to or accept from END USER any terms or conditions that conflict with or confravene those in CONTRACTOR's H-GAC confract. construed as H-CAC''s endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be II-CAC acknowledges that the EMD USER may choose to enter into an End User Agreement with the CONTRACTOR through this

Agreements surviving termination of this Contract between II-GAC and CONTRACTOR.

#### ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be hable solely to CONTRACTOR and not to any of its Subcontractors or Assignees

#### ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract - CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving, any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost

#### REPORTING REQUIREMENTS ARTICLE 9:

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

#### MOST FAVORED CUSTOMER CLAUSE ARTICLE 10:

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its 1:nd Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, 10 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,500,000 o0) and above) The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan-

The Parties accept the following definition of routine. A prescribed, detailed course of action to be followed regularly; a standard procedure.

#### SEVERABILITY ARTICLE 11:

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect

#### ARTICLE 12:

#### DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision

#### ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

#### LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC ARTICLE 14:

H-GAC's hability under this Contract, whether for breach of contract, warranty, negligence, strict hability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract

#### TERMINATION FOR CAUSE ARTICLE 15:

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice. CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### TERMINATION FOR CONVENIENCE ARTICLE 16:

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed, to the extent said services are satisfactory to END USER CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

#### CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS ARTICLE 17:

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected trand, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

#### GOVERNING LAW & VENUE

ARTICLE 18: GOVERNING LAW & VENUE.

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall be exclusively in Harris County, Texas Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes

#### PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS ARTICLE 19:

- All Cooperative Purchasing business will be processed in accordance with H-GAC's publicles and procedures, at contracted prices, and shall include approved order processing charges.
- 2. END USER will access the Cooperative Purchasing Program through the H-GAC website and for by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC

- 3 END USER will submit order(s) electronically through CONTRACTOR'S on-line ordering process or issue Purchase Order(s) directly to CONTRACTOR at contract prices, and also submit a copy to H-GAC.
- The H-GAC CONTRACTOR will deliver products/services as specified by the contract between CONTRACTOR and H-GAC, and invoice each END USER for (1) products/services purchased and (2) H-GAC'S applicable order processing charge.
- 5 Upon delivery, acceptance, and receipt of an H-GAC CONTRACTOR's documented invoice, END USER shall pay the H-GAC CONTRACTOR the full amount of the invoice.
- For orders of less than \$100,000, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to H-GAC on a monthly basis. For orders of \$100,000 or more, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by Motorola.
- 2 Failure to promptly remit H-GAC's order processing charges may result in sanctions including, but not limited to, contract termination.
- 8 CONTRACTOR shall be responsible for delivery and acceptance of each unit by END USER, according to the requirements of the specifications, this Contract, and purchase order issued to CONTRACTOR by an END USER. All required equipment tests shall be home by CONTRACTOR.
- 9 CONTRACTOR shall promptly provide H-GAC and END USER with all information pertaining to delivery schedules, CONTRACTOR shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested
- 10. All prices are F.O.B. END USER'S location with all transportation charges prepaid and included in any invoice
- All pricing shall be based on the current contract unless the H-GAC CONTRACTOR prior to receipt of END USER's purchase order for delivery of any products/services has received H-GAC's prior written approval for any price increases
- 12. The H-GAC CONTRACTOR agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable H-GAC order processing charge. The CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal contracts with H-GAC.

#### ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed

#### ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received, for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond

#### ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

### ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have coust	ed this Contract to be executed by their duly authorized representatives.
Signed for Houston-Galveston Area Council, Houston, Toxas:	Inch Bredic, Executive Director
Allest for Element-Galveston Ares Council, Houston, Texas:	Boldro Vick, Director of Public Survices
Signed for Motorola Solutions, Inc. Formers Bronch, Texus.	Elf Fill
Printed Name & Title	Edward Freezet MSSSI Vica President
	Date: 4 30 2015
Attest for Motorolo Solutions, Inc. Patmets Branch, Taxas:	Heleve
Printed Name & Title:_	Howard Chercoe MSSSI V.P.
	Para 4/30 20 15

#### Attachment A

#### Motorola Solutions, Inc.

### Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-15 Product Base Offered Description Category Price See APC Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on Discounts per a CD media in lieu of listing each individual product and its options. In ECA1 Pricebook OA, OB. OC addition, a discount APC sheet is attached in the pricing section and used to Effective calculate all individual prices within the ECAT disk. 2/14/2015 Motorola Integration Services LMR OD Motorola offers wice range of services including Integration, Installation and Fraining. The cost of these services is regional in nature. Samples below are issted for reference only OD Project Management Daily Rate\* 1,818.00 2,17+90 OD System Technologist Daily Rate\* \$ Standard Shop Installation Hourly Rate\* s 150.00 OD Standard Shop Installation, Daily Rate\* 1,200,00 OΠ \$180-\$500 OD Mubile Radio Installation\* \$55-\$125 Radio Programming\* OD \$180-\$428 Data Installation\* (10) \*Prices may vary by Region and Stated Scope, Travel Not Included OD Motorola Integration Services Advanced Services Motorola offers wide range of services including Integration, Installation and framing. The cost of these services is regional in nature. Samples below are listed for reference only NG9-1-1 Consolting Services-Daily Rate\* \$1,594 OD Security Project/Program Management-Daily Rate\* \$1.694 OD \$1.580 Wireless Security Technician-Daily Rate\* QD \$1.530 Security Percuration Tester (Wired Network)-Daily Rate\* OD Secutivy Trainer-Daily Rate\* \$1,328 OD Application Security Code Reviewer-Daily Rate\* \$2,033 OD \$1.094 IT Incident Response and It-Discovery Assitance-Daily Rate\* OD \$1,530 H Disaster Recovery Planner-Daily Rate\* OD II Disaster Recovery Plan Tester-Daily Rate\* \$1,580 (11) \$1,580 Buisness Continuity/Continuity of Government Planner-Darly Rate\* 00 \$1,580 Bursness Continuity/Continuity of Government Plan Tester-Daily Rate\* Oθ \$565 (11) Mobile Application Services Project Management-Daily Rate\* Mobile Application Services Solution Architech-Daily Rate\* \$2,033 OD \$2,033 Mobile Application Services Application and Solution Design-Daily Rate\* OD Mobile Application Services Application and Solution Implementation-Daily \$2,033 OD Application Integration and Customization Services Project Management-Daily \$1.694 OD Rate\* Application Integration and Costomization Services Solution Architech-Daily \$2,033 OD Rate\* Application Integration and Customization Services Application and Solution \$2,033 OD Design-Daily Rate\* Application Integration and Customization Services Application and Solution \$1,694 OD Implementation-Daily Rate\* Unified Communications Services Project Management-Daily Rate\* \$1,694 OD \$2.033 Unified Communications Services Solution Architech-Daily Rate\* OD \$2,033 Emified Communications Services Application and Solution Design-Daily Rate\* OD Unified Communications Services Application and Solution Implementation-

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