



2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

## PROPOSAL

**TO:** Lt. Mark White  
Williamson County Jail  
306 W 4th Street  
Georgetown, TX 78626

**DATE:** 8/14/2020  
**PROPOSED BY:** Kirk Davidson  
**TERMS:** NET30

**RE:** Genetec Client License Add

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Genetec One Year Software Maintenance Agreement  Dealer Telephone Support All Software Patches All Software Version Updates SMA for 309 Cameras Security Center Software Included Omnicast Professional Software  One Year Contract from 10/01/2020 to 9/30/2021  This SMA agreement does not include any labor. All upgrades and service will be billed on an "as needed" basis.  <b>PLEASE SEE SPECIAL TERMS AGREEMENT ATTACHED FOR SIGNATURE</b>	19,100.00	19,100.00
<b>Total Investment</b>				<b>\$19,100.00</b>

Plus sales tax (8.25%)

Proposed By:

*Kirk Davidson*

Accepted By:

*Judge Bill Gravell Jr.*  
Judge Bill Gravell Jr. (Sep 15, 2020 15:01 CDT)

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### Government Entity Special Terms

- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.
- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of End User, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The End User will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: 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 End User 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 End User 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 End User'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.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Commercial Security Integration agrees that End User or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Genetec which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Commercial Security Integration agrees that End User shall have access during normal working hours to all necessary Genetec facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. End User shall give Commercial Security Integration reasonable advance notice of intended audits.



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IN WITNESS WHEREOF, County and Service Provider have duly executed this SLA Agreement to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY

By: Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (Sep 15, 2020 15:01 CDT)

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

Representative Capacity: \_\_\_\_\_

Date: Sep 15, 2020, 20\_\_\_\_

COMMERCIAL SECURITY INTEGRATION

TRAVIS COUNTY

By: Kirk Davidson

Printed Name: Kirk Davidson

Representative  
Capacity: President

Date: August 14th, 20 20









# Agenda Item #62 09.15.2020 Jail Camera Service Gentec License, Commerical Security Integration

Final Audit Report

2020-09-15

Created:	2020-09-15
By:	Kerstin Hancock (khancock@wilco.org)
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