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**WILLIAMSON COUNTY  
SERVICES CONTRACT  
FOR FIRE ALARM MONITORING FOR FACILITIES**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Johnson Controls Fire Protection LP**, (hereinafter “Service Provider”) with mailing address at 600 Congress Ave., Boca Raton, Florida 33487-1213, both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to, the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

**II.**

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until April 22, 2025 or when terminated

pursuant to this Contract, whichever event occurs first.

**III.**

**Consideration and Compensation:** Service Provider will be compensated based on the amount set out in **Exhibit “A”** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Twenty-Five Thousand Dollars (\$25,000) unless amended by a change order and approved by the Williamson County Commissioners Court. 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.

**IV.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON PER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

**V.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

**VI.**

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**VII.**

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

**VIII.**

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

**IX.**

**Termination:** This Contract 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.

**X.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XI.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.**

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

**XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

**XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

**XIX.**

**Media Releases:** Service Provider shall not use County’s name, logo, or other likeness in any press release, marketing materials, or other announcement without the County’s prior written approval.

**XX.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit “A,”** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

**XXI.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

Bill Gravell  
Bill Gravell (May 2, 2023 10:59 CDT)

Authorized Signature

**Bill Gravell**

Printed Name

Date: May 2, 2023 \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

Johnson Controls

Name of Service Provider

Joe Hixon

Authorized Signature

Joe Hixon

Printed Name

Date: April \_\_\_\_\_ 19\_\_\_\_, 2023

**Cooperative Purchasing Contract or Agreement (if applicable): Sourewell Contract #030421-JHN**



Awarded Contract

Contract # 030421-JHN

Date: 2/17/2023

#030421-JHN  
Williamson County (#9076)

Contract #	ACE Customer #	Site Name	Address	City	State	Zip	Fire Alarm Monitoring \$	Fire Alarm Mon Acct #	Annual Total of Monitoring \$
NEW	570488	Williamson County Historical Courthouse 1000	710 S Main St	Georgetown	Texas	78626	\$527.00	204-3958	\$527.00
NEW	571238	Williamson County Justice Center 1009	405 Martin Luther King St	Georgetown	Texas	78626	\$527.00	109-3234	\$527.00
NEW	4385496	William S Lott Building 1011	107 HOLLY ST	Georgetown	Texas	78626	\$688.00	203-6195	\$688.00
NEW	1088514	WilliamsonCountyCentralMaintenanceFacilityCMF1026	3151 Se Inner Loop	Georgetown	Texas	78626	\$527.00	H023265710	\$527.00
NEW	571235	Williamson County Cedar Park Annex 1032	350 Discovery Blvd	Cedar Park	Texas	78613	\$527.00	205-2551	\$527.00
NEW	1798201	Williamson County Taylor Annex 1033	412 Vance St	Taylor	Texas	76574	\$527.00	H023265271	\$527.00
NEW	1088516	Williamson County Inner Loop Annex 1043	301 Se Innerloop	Georgetown	Texas	78626	\$527.00	119-1497	\$527.00
NEW	705131	Williamson County Juvenile Justice Center 1045	200 Wilco Way	Georgetown	Texas	78626	\$527.00	202-2400	\$527.00
NEW	4385501	Williamson County Expo Center 1047	5350 BILL PICKETT TRL	Taylor	Texas	76574	\$527.00	212-5146	\$527.00
NEW	4298679	Williamson County Expo Pavilion 1047	5352 BILL PICKETT TRL	Taylor	Texas	76574	\$688.00	U687038149	\$688.00
NEW	2190169	Williamson County Jester Annex 1066	1801 E Old Settlers Rd	Round Rock	Texas	78664	\$527.00	209-6306	\$527.00
NEW	1963272	Williamson County Public Safety Building 1082	1781 E Old Settlers Blvd	Round Rock	Texas	78664	\$527.00	209-6313	\$527.00
NEW	2191890	WilliamsonCountyEmergencySrvOpsCenter(ESOC)1071	911 Tracy Chambers Ln	Georgetown	Texas	78626	\$527.00	106-7841	\$527.00
NEW	2462489	Williamson County Animal Shelter WCRAS	1855 Se Inner Loop	Georgetown	Texas	78626	\$527.00	H023266268	\$527.00
NEW	2584686	Williamson County SOTC 1075	8160 Chandler Rd	Hutto	Texas	78634	\$527.00	H023264714	\$527.00
NEW	2580272	Williamson County Health District (Texas Ave) 1073	355 Texas Ave	Round Rock	Texas	78664	\$527.00	215-1471	\$527.00
NEW	2604630	Williamson County Wireless Communications 1077	3171 Se Inner Loop	Georgetown	Texas	78626	\$527.00	215-1943	\$527.00
NEW	2604632	Williamson County EMS Training Center 1078	3189 Se Inner Loop	Georgetown	Texas	78626	\$527.00	215-1945	\$527.00
NEW	2604631	Williamson County Impound & Inspections 1079	3181 Se Inner Loop	Georgetown	Texas	78626	\$527.00	215-1944	\$527.00
NEW	2655353	Williamson County Georgetown Annex 1080	100 Wilco Way Pct 3 Annex	Georgetown	Texas	78626	\$527.00	H023265376	\$527.00
NEW	4384599	Williamson County Children's Advocacy Center 1064	1811 SE Inner Loop	Georgetown	Texas	78626	\$688.00	W391038014	\$688.00
80943732	1088512	Williamson County CTTC 1042	601 N Alligator St	Granger	Texas	76530	\$688.00	W392030292	\$688.00

Overall Total: \$12,238.00