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# WILLIAMSON COUNTY CONTROLLING TERMS AND CONDITIONS

(Mobile Communications America, Inc.)

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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 WILLIAMSON COUNTY CONTROLLING TERMS AND CONDITIONS** (hereinafter “CTC”) shall govern the relationship and transactions between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **MOBILE COMMUNICATIONS AMERICA, INC.** (hereinafter “MCA”), both of which are referred to herein as the parties. The parties acknowledge and agree that the following terms, conditions, and restrictions shall apply to all ensuing purchases by County from MCA:

## I.

**Effective Date and Term:** This CTC shall be in full force and effect as of the date of the last party’s execution below and shall continue for one (1) year (“Initial Term”). After the Initial Term, this CTC shall automatically renew yearly up to four (4) additional one-year terms, unless terminated earlier pursuant to this CTC.

## II.

**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 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.

## III.

**Tax Exemption:** The County is a political subdivision under the laws of the State of Texas

and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to MCA upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against MCA for the supplies or products provided or any Services rendered.

#### IV.

**No Agency Relationship and Indemnification:** It is understood and agreed that MCA shall not in any sense be considered a partner or joint venturer with the County, nor shall MCA hold itself out as an agent or official representative of the County. MCA shall be considered an independent contractor. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless MCA for any reason are hereby deleted.

#### V.

**No Waiver of Sovereign Immunity or Powers:** County does not waive any sovereign immunity, defense, or powers on behalf of itself, its employees or agents as a result of any purchase under these CTC.

#### VI.

**Termination:** This CTC 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.

#### VII.

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

#### IX.

**Severability:** In case any one or more of the provisions contained in this CTC 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 CTC and this CTC shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### X.

#### XI.

**Right to Audit:** MCA agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under any agreement or purchase, have access to and the right to examine and photocopy any and all books, documents, papers and records of MCA which are directly pertinent to the services and/or goods purchased for the purposes of making audits, examinations, excerpts, and transcriptions. MCA agrees that the County shall have

access during normal working hours to all necessary MCA 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 MCA reasonable advance notice of intended audits.

**XII.**

**No Assignment:** MCA may not assign an agreement without notice and written approval by the County.

**XIII.**

**Public Information:** MCA 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.

**XIV.**

**Media Releases:** MCA 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.

**XV.**

**Conflicting Terms:** In the event of any conflict between the terms and conditions outlined in this CTC and those specified in any proceeding proposal, quote, or purchase order, the provisions of this CTC shall prevail and govern the relationship of the parties.

**XVI.**

**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.

[SIGNATURES TO FOLLOW]

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

**MOBILE COMMUNICATIONS AMERICA, INC.**

BY: Robert E. Marshall Jr.

ADDRESS: 135 N Church St, Ste 310

Spartanburg, SC 29306

NAME: Robert Marshall

TITLE: Chief Operations Officer

DATE: March 22, 2024

**WILLIAMSON COUNTY, TEXAS**

BY: Bill Gravell (Apr 16, 2024 11:22 CDT)

ADDRESS: 710 S. Main Street

Ste.101

Georgetown, TX 78626

TITLE: As Presiding Officer of the Williamson  
County Commissioners Court

DATE: Apr 16, 2024 \_\_\_\_\_, 20\_\_\_\_