

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
FLOORING AND RELATED SERVICES
FOR
WILLIAMSON COUNTY JUSTICE CENTER
(Flooring Solutions, Inc. Sourcewell #080819-TFU)**

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, and the Texas Health & Safety Code.

THIS ADDENDUM is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Flooring Solutions, Inc.** (hereinafter “FSI”). County agrees to engage FSI as an independent contractor, to assist in providing certain operational services specific to the Williamson County Expo Center pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. FSI Proposal, dated May 26, 2022 (designated [REDACTED]);
- B. Sourcewell #080819-TFU, and addenda; and
- C. This Williamson County Addendum.

II.

Compliance with All Laws: FSI agrees and will comply with all local, state or federal requirements with respect to the services rendered.

III.

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 Customer 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 Customer in accordance with Texas Government Code Section 2251.025.

IV.

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, Customer will only be liable for its pro rata share of services rendered and goods actually received.

V.

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

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VIII.

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

IX.

No Assignment: This Agreement may not be assigned without the County’s prior written consent.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.


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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party’s execution below.

WILLIAMSON COUNTY:

FSI:

Authorized Signature
Date: _____, 2022



Authorized Signature
Date: 06/01/, 2022