

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

(Air Conditioning Innovative Solutions, Inc. d/b/a Team Services)

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 TO AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Air Conditioning Innovative Solutions, Inc. d/b/a Team Services** (hereinafter “Service Provider”), with mailing address at 1028 N. McDonald, McKinney, TX 75069. Service Provider is engaged as an independent contractor, to assist in providing certain operational services 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. Original Professional Services Agreement approved by Williamson County Commissioners Court on June 15, 2021 (agenda #47), including attached exhibits;
- B. TIPS Coop #210205;
- C. Williamson County Vendor Reimbursement Policy (as amended); and
- D. This Williamson County Renewal Addendum.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

II.

Term: This amendment will renew this Agreement for an additional two (2) year term and continue until September 30, 2025, unless terminated earlier pursuant to Paragraph 11 of the original agreement. After September 30, 2025, this contract may be renewed for additional terms in the form of an addendum mutually agreed to and signed by both parties in writing upon confirming coop pricing and current coop contract number being updated.

III.

Section V of the original Agreement is amended as follows:

Consideration and Compensation: Service Provider will be compensated based on Attachment C – Fee Schedule, which is incorporated herein as if copied in full. **This Agreement is subject to a not-to-exceed amount of four hundred thousand dollars (\$400,000.00) for these services during any applicable fiscal year (October 1st through September 30th).** 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.

In all other respects, the Agreement is reaffirmed.

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:

SERVICE PROVIDER:

Authorized Signature

Date: _____, 2022

Jared Garcia

Authorized Signature

Date: 9/22/_____, 2022