

‘THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
RFP #22RFP123 for Comprehensive County Branding**

(Slate Communications, LLC)

Important Notice: To the extent applicable, 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 for Williamson County Solicitation #22RFP123 for Comprehensive County Branding 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 **Slate Communications, LLC** (hereinafter “Slate” or “Service Provider”) with offices located at 4709 Overhill Dr., Fort Collins, CO 80526. County agrees to engage Slate 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. This Williamson County Addendum;
- B. Williamson County Request for Proposal #22RFP123, including addenda; and
- C. Slate Response to Williamson County Request for Proposal #22RFP123, including attachment(s).

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22RFP123, including addenda; and (3) Slate Response to Williamson County Request for Proposal

#22RFP123, including attachments, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22RFP123, including addenda; and (3) Slate Response to Williamson County Request for Proposal #22RFP123, including attachments.

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or on September 30, 2023, whichever occurs first, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph V.

III.

Compliance with All Laws: Both Customer and Slate agree and will comply with all local, state or federal requirements with respect to the services rendered.

IV.

Consideration and Texas Prompt Payment Act Compliance: Service Provider will be compensated based on Slate's Response to #22RFP123. **This Agreement is subject to a not-to-exceed amount of thirty-nine thousand seven hundred sixty dollars (\$39,760.00) for these services notwithstanding any of the Service Provider's individual hourly rates.** Customer's 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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer'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.

V.

Termination for Convenience: After the first twelve (12) months, 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.

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: Slate 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 Slate which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Slate agrees that Customer shall have access during normal working hours to all necessary Slate 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 Slate reasonable advance notice of intended audits.

IX.

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

X.

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.

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XII.

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:

SLATE
COMMUNICATIONS,
LLC:

Authorized Signature
Date: _____, 2022



Authorized Signature
Date: September 22, 2022