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## WILLIAMSON COUNTY ADDENDUM FOR CATALIS SOFTWARE AS A SERVICE TERMS AND CONDITIONS

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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 ADDENDUM FOR CATALIS SOFTWARE AS A SERVICE TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (“County” or “Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Catalis Public Works & Citizen Engagement. LLC** (hereinafter “Catalis”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted Catalis Software as a Service (SaaS) Terms and Conditions, and the following changes shall be incorporated as if part of the Agreement.

### I.

**Prompt Payment Act:** Payment for goods and services shall be govern by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> 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.

### II.

**Tax Exemption:** The County is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended, The County agrees to provide exemption certificates to Catalis upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Catalis for the supplies or products provided or any services rendered.

### III.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement 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. 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 Catalis for any reason are hereby deleted.

#### IV.

**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.

#### V.

**Right to Audit:** Catalis agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Catalis which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Catalis agrees that the County shall have access during normal working hours to all necessary Catalis 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 Catalis reasonable advance notice of intended audits.

#### VI.

**Public Information:** Catalis 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 Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

#### WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

Date: \_\_\_\_\_, 20\_\_\_\_

#### CATALIS PUBLIC WORKS:

DocuSigned by:



\_\_\_\_\_  
Authorized Signature

Teresa Yeager

\_\_\_\_\_  
Printed Name

Date: 10/25/2023 \_\_\_\_\_, 20\_\_\_\_

**Exhibit “A”  
Quote/Proposal**

Quote Ref#: 20220199  
BuyBoard Contract No. 661-22  
Date: September 12, 2023  
Quote valid for 60 days