
WILLIAMSON COUNTY ADDENDUM TO THE MYTHICS LICENSE AND SERVICES AGREEMENT

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 TO THE MYTHICS LICENSE AND SERVICES AGREEMENT (hereinafter “Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mythics, LLC** (hereinafter “Mythics”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted the Mythics License and Service Agreement (“MLSA”), and the following changes shall be incorporated as if part of the MLSA:

I.

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.

II.

No Waiver of Sovereign Immunity or Powers; Texas Law Applicable to Indemnification: Nothing in this Addendum and MLSA 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. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County’s rights.

III.

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.

IV.

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

V.

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 Addendum on behalf of the County.

WITNESS that 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____

SERVICE PROVIDER:

Mythics, LLC

Name of Service Provider

T. Scott Davis

Authorized Signature

T. Scott Davis

Printed Name

Date: _____ March _____ 14, 20 24