
**WILLIAMSON COUNTY ADDENDUM
FOR GOODS AND SERVICES**
(Tenex Software Solutions, Inc.)

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 GOODS AND SERVICES (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 **Tenex Software Solutions, Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Addendum 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 Addendum include the following:

- A. Vendor Quote dated June 17, 2024;
- B. Vendor Software As A Service Subscription Agreement;
- C. This Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Addendum documents or incorporated documents, the terms of this Addendum shall control.

II.

Effective Date and Term: This Addendum shall be in full force and effect as of October 1, 2024, and shall continue for one (1) year (“Initial Term”), unless terminated earlier pursuant to this Addendum. At the end of the Initial Term, the parties shall have the option to renew this Addendum for three (3) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the Addendum including all terms, shall not exceed four (4) years.

Exercise of the renewal option is at the County’s sole discretion and shall be conditioned, as a minimum, on the Vendor’s performance of this Addendum and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Vendor of

its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Addendum. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Addendum for an additional one (1) year term.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vendor Quote dated June 17, 2024. The not-to-exceed amount under this Addendum is Eighteen Thousand (\$18,000.00) per term. This Addendum is subject to the availability of funds. In the event funds are unavailable at the beginning of the County's fiscal year, the County may terminate this Addendum without penalty or expense to the County. The County shall be the final authority as to the availability of funds and/or how funds will be allotted.

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 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

IV.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES'

GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum 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 the County defending, indemnifying, holding, or saving harmless Vendor for any reason are hereby deleted.

VII.

Compliance With All Laws: Vendor agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

Termination: This Addendum 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, the County will only be liable for its pro rata share of services rendered and goods received.

IX.

Venue and Applicable Law: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

X.

Severability: In case any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XI.

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

XII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Addendum.

XIII.

No Assignment: Vendor may not assign this Addendum without prior written consent.

XIV.

Confidentiality: Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Vendor 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 Addendum may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Addendum. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Vendor shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

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 Agreement on behalf of the County.

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be executed by their respective officers thereunto duly authorized, as of the date written above.

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

VENDOR:

Tenex Software Solutions, Inc.

Name of Vendor



Authorized Signature

Ravi Kallem

Printed Name

Date: August 6, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 06 2024 Time: 2:37 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 06 2024 Time: 1:18 pm