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

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 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.

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 expressly acknowledge that the County's authority to indemnify and hold harmless is governed by the Texas Constitution.

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 for the purposes of financial compliance. The County shall give Catalis reasonable advance notice of intended audits.

VI.

Non-Appropriation and Fiscal Funding: This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Catalis written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Addendum and shall be without penalty or further obligation to the County.

VII.

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. The County will give Catalis notice of such request, to the extend allowed by law, so Catalis has time to make any exemption requests.

SIGNATURES TO FOLLOW

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:

Signed by:


Authorized Signature

Teresa Yeager

Printed Name

Date: Sept 19, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 19 2024 Time: 4:54 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Sep 20 2024 Time: 6:49 am



Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

Buyboard Contract No.: 661-22
Date: September 12, 2024
Quote Valid for 60 days

ORDER FORM

CUSTOMER INFORMATION

| | | | |
|------------------|-----------------------|----------|----------------------|
| Customer: | Williamson County, TX | Phone: | (512) 962-3000 |
| Primary Contact: | Minnie Beteille | Address: | 710 South Street |
| | mbeteille@wilco.org | | Georgetown, TX 78626 |

SUBSCRIPTION TERM

| | | | |
|--------------------------|--------------------|-----------------|-----|
| Subscription Start Date: | October 1, 2024 | Payment Method: | EFT |
| Subscription End Date: | September 30, 2025 | Auto-Renewal: | Yes |

PRODUCTS AND SERVICES

| | | |
|---|---------|-------------|
| Performance Center | Year 1: | \$56,456.00 |
| Performance Center Financial Intelligence | | |
| Performance Center Procurement Intelligence | | |
| Performance Center Project Intelligence | | |
| Performance Center Asset Intelligence | | |
| MyGov Center Transparency | | \$28,799.00 |

SUBTOTAL \$85,255.00

Notes: Total Year 1 Subscription Fee(s) will be invoiced on the Subscription Start Date.
Subsequent annual Subscription Fees(s) are invoiced on the anniversary of the Subscription Start Date.
Fees Do Not Include Applicable Taxes.

ACCEPTANCE

Client acknowledges and agrees that as of the Effective Date and until Subscription End Date this Order Form shall become legally binding, and Client shall be bound by the terms and conditions of the Catalis Terms and Conditions found at <https://catalisgov.com/software-as-a-service-saas-terms-and-conditions/>.

Effective Date: _____

Williamson County, TX

CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC:

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____