

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM FOR  
POSTAGE METER LEASE  
Quadient Leasing USA, Inc.  
(BuyBoard #755-24)**

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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 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, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

The underlying COUNTY ADDENDUM FOR POSTAGE METER LEASE (the "Agreement"), between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Quadient Leasing USA Inc.** (hereinafter "Quadient") is amended as specifically set forth herein to incorporate the terms and conditions of this Agreement. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Agreement shall have the meanings attributed to them in the Agreement. This Agreement supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

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. BuyBoard #755-24, incorporated by reference; and
- C. Quadient Government Product Lease Agreement (April 04, 2025) **marked as Exhibit "A"**.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Agreement.

## II.

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement. 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 Service Provider or failure to act relating to the services being provided.

## III.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

## IV.

**Compliance with All Laws:** Quadient agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Good Faith:** Quadient agrees to act in good faith in the performance of the contract relevant to this Agreement.

## VI.

**Payment:** Quadient will be compensated based on BuyBoard #755-24 pricing and as set forth in the Quadient Government Product Lease Agreement (April 04, 2025), which is incorporated herein as if copied in full. The not-to-exceed amount for the life of this Agreement shall be Five Thousand Seven Hundred Fifty-Five Dollars and Eighty Cents (\$5,755.80).

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.

## VII.

**Termination for Convenience:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) 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 actually received.

## VIII.

**Right to Audit:** Quadient agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Quadient which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Quadient agrees that Customer shall have access during normal working hours to all necessary Quadient 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 Quadient reasonable advance notice of intended audits. In no circumstances will Quadient be required to create or maintain documents not kept in the ordinary course of Quadient' business operations, nor will Quadient be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## IX.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this Agreement.

## X.

**Texas Law Applicable to Indemnification:** 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.

**XI.**

**Venue and Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**XII.**

**Non-Appropriation and Fiscal Funding:** The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

**XIII.**

**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:**

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_

**Quadient Leasing USA, Inc.:**

*John Tartaro*

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

\_\_\_\_\_  
John Tartaro

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

Dated: Apr 29, 2025 \_\_\_\_\_, 20\_\_\_\_

**Approved as to Legal Form**  
HAL HAWES  
General Counsel, Commissioners Court  
Date: Apr 29 2025    Time: 4:02 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Apr 29 2025    Time: 10:28 am

**Exhibit “A”**  
**Quadient Government Product Lease Agreement**  
**(April 04, 2025)**

**Williamson County Justice of The Peace Precinct 1****BuyBoard - PURCHASE ORDER - LEASE**

1801 Old Settlers Blvd. Ste. 100  
Round Rock TX 78664  
Phone 512-244-8622

**To:**  
Quadient Inc.  
478 Wheelers Farms Road  
Milford, CT 06461  
800-881-6245

**SHIP TO:**  
Misty Lamb  
Williamson County Justice of The Peace Precinct 1  
1801 Old Settlers Blvd. Ste. 100  
Round Rock TX 78664  
Phone 512-244-8691

P.O. NUMBER/DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
				60 MONTHS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
60	IX3WP5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray	\$95.93	\$5,755.80
	INSTALL TOS-1	Professional Install	Incl	Incl
		BILLED QUATERLY		

SUBTOTAL \$5,755.80

SALES TAX

SHIPPING & HANDLING

OTHER

TOTAL \$5,755.80

- Customer agrees to the terms and conditions of the BuyBoard Contract Number 755-24. This is a 60-month LTOP term with a monthly payment of \$95.93. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:  
Quadient Leasing USA Inc.  
Dept 3682  
PO Box 123682  
Dallas, TX. 75312-3682
- Send all correspondence to:  
Williamson County Justice of The Peace Precinct 1  
1801 Old Settlers Blvd. Ste. 100  
Round Rock TX 78664  
Misty Lamb  
Phone: 512-244-8691

Authorized by \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title



**Government Product Lease Agreement  
with Postage Meter Rental Agreement**

**Section (A) Office Information**

Office Number	Office Name	Phone #	Date
2290	Quadient Texas District	(512) 331-0116	04/04/2025

**Section (B) Billing Information**

Company Name	WILLIAMSON COUNTY JUSTICE OF THE PEACE PRECINC		
DBA			
Billing Address	1801 E. Old Settlers BLVD., Ste 100		
City State Zip+4	Round Rock	TX	78664
Contact Name	Misty Lamb	Phone	(512) 244-8691
Contact Title	Chief Court Administrator	Fax	
Email Address	misty.lamb@wilcotx.gov	PO #	

**Section (C) Installation Information** (if different from billing information)

Company Name	WILLIAMSON COUNTY JUSTICE OF THE PEACE PRECINC		
Installation Address	1801 E. Old Settlers BLVD., Ste 100		
City State Zip+4	Round Rock	TX	78664
Contact Name	Misty Lamb	Phone	(512) 244-8691
Contact Title	Chief Court Administrator	Fax	
Email Address	misty.lamb@wilcotx.gov		
Main Post Office		PO 5-Digit Zip Code	

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
1	INSTALL TOS-1	Install Fee Level 1, Professional Install

**Section (E) Lease Payment Information & Lease Payment Schedule**

<div>Tax Status:</div> <div><input type="checkbox"/> Taxable</div> <div><input checked="" type="checkbox"/> Tax Exempt</div> <div>Certificate attached</div> <div>Billing Frequency:</div> <div><input type="checkbox"/> Monthly</div> <div><input checked="" type="checkbox"/> Quarterly</div> <div><input type="checkbox"/> Annually</div> <div>Billing Method:</div> <div><input checked="" type="checkbox"/> Standard</div> <div><input type="checkbox"/> Arrears</div>	<div>Number of Months</div>		<div>Monthly Payment (Plus applicable taxes)</div>
	First	60	\$95.93
Current Lease Number:		N21063053	
<div><input type="checkbox"/> ACH (Customer to submit authorization form)</div>			

**Section (F) Postage Meter & Postage Funding Information**

Meter Model	IX3AI	Machine Model	IX3-P5
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form) Agency Code Sub Agency Code		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: <b>7468641</b>	

**Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip PLUS (EP70PLUS) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> 4G/5G Cell Service <input checked="" type="checkbox"/> Maintenance - Silver <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions
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**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here \_\_\_\_\_.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V11-2023), which are also available at <https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Direct-V11-2023>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

**Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.**

**\*\*\*\*\*SEE PURCHASE ORDER\*\*\*\*\***

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Quadient Inc. and its Affiliates		Date Accepted