
COUNTY ADDENDUM FOR SYMETRA LIFE INSURANCE COMPANY

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 COUNTY ADDENDUM FOR SYMETRA LIFE INSURANCE COMPANY (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 **Symetra Life Insurance Company** (hereinafter “Service Provider”), both of which are referred to herein as the Parties. The Parties have accepted the Service Provider’s Response to Proposal Request (“Response Proposal”) to 25RFP47 and the following changes shall be incorporated:

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 and accepted by both parties. Documents expressly incorporated include the following:

- A. Service Provider’s Response Proposal;
- B. County’s Solicitation Documents (25RFP47 – Employer Group Life Benefits & ADD, Voluntary Life, Voluntary Short-Term Disability, Voluntary Long-Term Disability, Voluntary Accident and Voluntary Critical Illness); and
- C. This Addendum.

II.

Prompt Payment Act: 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 agreement; (2) the date the performance of the service under the agreement 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.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall 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 another party for any reason are hereby deleted.

IV.

Termination for Convenience: 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 actually received.

V.

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

VI.

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.

VII.

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.

VIII.

Exceptions to this Addendum: To the extent that there is any conflict or deviation between the terms of this Addendum and the terms of Service Provider's revisions to the County's RFP (particularly the Service Provider's incorporated "Superseding Terms") as well as the Service Provider's Proposal, the terms of such revisions and/or the Proposal shall govern.

SIGNATURES TO FOLLOW

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

Date: _____, 20____

SYMETRA LIFE INSURANCE COMPANY:

Keith Daigle

Authorized Signature

Keith Daigle, VP Benefits Underwriting

Printed Name

Date: July 31, _____, 2025