

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM FOR  
AGREEMENT WITH  
SUPERION, LLC  
(Various Information Technologies Projects)  
(Quote Numbers: Q-0001628; Q-00011492; and Q-00015208)**

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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.**

THIS ADDENDUM to the existing Agreement (the "Agreement") by and between Superion, LLC d/b/a Central Square Technologies is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Superion, LLC** ( hereinafter "Superion"). Customer agrees to engage Superion as an independent contractor, to assist in providing certain operational goods and services pursuant to the following additional terms, conditions, and restrictions:

**I.**

**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 one-hundred twenty (120) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

**II.**

**Texas 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.

III.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the agreement(s) relevant to this addendum.

IV.

**Venue and Governing Law:** Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

V.

**Travel and Reimbursement of Costs:** Expenses for travel, lodging, and related expenses are subject to the Williamson County Vendor Reimbursement Policy, which is attached and incorporated herein as if copied in full.

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  
Date: July 9, 2019

SUPERION,LLC:

DocuSigned by:  
  
01171DEF05564F5...  
Authorized Signature Controller  
Date: 6/27/2019, 2019