

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
E-PAYMENT SERVICES AGREEMENT
FOR
WILLIAMSON COUNTY TAX OFFICE**

(Point and Pay, LLC)

Important Notice: To the extent applicable, 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, and the Texas Health & Safety Code.

THIS ADDENDUM TO E-PAYMENT SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Client” or “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Point and Pay, LLC** (hereinafter "PNP"). County agrees to engage PNP as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

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. PNP Response to Williamson County Request for Proposal #22RFP63;
- B. PNP Best and Final Offer to Williamson County Request for Proposal #22RFP63;
- C. PNP E-Payment Services Agreement; and
- D. This Williamson County Addendum.

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) PNP Response to Williamson County Request for Proposal #22RFP63; (3) PNP Best and Final Offer to Williamson County Request for Proposal

#22RFP63; and (4) PNP E-Payment Services Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) PNP E-Payment Services Agreement; (3) PNP Best and Final Offer to Williamson County Request for Proposal #22RFP63; and (4) PNP Response to Williamson County Request for Proposal #22RFP63.

II.

Compliance with All Laws: Both Client and PNP agree and will comply with all local, state or federal requirements with respect to the services rendered.

III.

Texas Prompt Payment Act Compliance: To the extent applicable, Client's 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 Client 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 Client in accordance with Texas Government Code Section 2251.025.

IV.

Termination for Convenience: After the first twelve (12) months, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

V.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VI.

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

VII.

Right to Audit: PNP agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PNP which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PNP agrees that Client shall have access during normal working hours to all necessary PNP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give PNP reasonable advance notice of intended audits.

VIII.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

IX.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XI.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Client's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Client.

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:

POINT AND PAY, LLC:



Authorized Signature
Date: Jun 9, 2022, 2022



Authorized Signature
Date: May 26, 2022