
**WILLIAMSON COUNTY
ADDENDUM FOR
CYCLOMEDIA AGREEMENT**

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 WILLIAMSON COUNTY ADDENDUM FOR CYCLOMEDIA AGREEMENT (“Agreement”) 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 **Cyclomedia Technology, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain 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. Cyclomedia SOW – Williamson County; and
- B. This Williamson County Addendum.

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 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.

Tax Exemption: The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. 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.

V.

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.

VI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VII.

Termination: This Agreement 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 shall be responsible for its pro rata share of services rendered and goods received up to the effective termination date. Additionally, if the production of goods or services has explicitly been agreed upon and commenced prior to the notice of termination, the County shall be responsible for the reasonable costs incurred up to the termination date related to such production. This includes, but is not limited to, materials purchased, labor costs, and other expenses directly attributable to the fulfillment of the agreed production.

VIII.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

IX.

Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

X.

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 Agreement, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.. The County shall give Service Provider reasonable advance notice of intended audits.

XI.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Agreement.

XII.

No Assignment: Service Provider shall not assign this Agreement without the prior written consent of the County.

XIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XV.

Public Information: Service Provider 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.

XVI.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XVII.

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

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell (Jul 30, 2024 16:17 CDT)
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: Jul 30, 2024, 20__

SERVICE PROVIDER:

Cyclomedia Technology, Inc.
Name of Service Provider

[Signature]
Authorized Signature

Darren Cottage
Printed Name

Date: 07/17/2024