
**WILLIAMSON COUNTY ADDENDUM
FOR GOODS AND SERVICES
SILSBEE FORD INC.**

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 ADDENDUM FOR GOODS AND SERVICES (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 **Silsbee Ford Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

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 by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- A. FY 25 Williamson County Fleet Vehicle Specification (**Exhibit A**);
- B. Vehicle Order Summary (**Exhibit B**);
- C. TIPS Contracts #210907 and #240102; and
- D. This Williamson County Addendum

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

Effective Date; and Delivery: This Addendum shall be in full force and effect as of the date of the last party’s execution below. The Vendor shall deliver the vehicles to the Country on or before October 31, 2024.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vehicle Order Summary (**Exhibit B**). 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.

IV.

Tax Exemption: The Parties acknowledge that 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any services rendered.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Addendum. 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 Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS ADDENDUM OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum 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.

VIII.

Compliance With All Laws: Vendor 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 Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: 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 received.

X.

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.

XI.

Severability: In case any one or more of the provisions contained in this Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Addendum.

XIV.

No Assignment: Vendor may not assign this Addendum without prior written consent.

XV.

Confidentiality: Vendor 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.

XVI.

Foreign Terrorist Organizations: Vendor 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.

XVII.

Media Releases: Vendor 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.

XVIII.

Public Information: Vendor 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 Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XX.

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.

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Sep 17, 2024 12:22 CDT)

Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: Sep 17, 2024 , 20

VENDOR:

Silsbee Ford Inc.

Name of Vendor

Heath Donalson
Authorized Signature

Heath Donalson
Printed Name

Date: September 9 , 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 10 2024 Time: 1:54 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Sep 10 2024 Time: 2:18 pm

Exhibit A



FY 25 Williamson County Fleet Vehicle Specifications – Silsbee Ford

Supplier: **Silsbee Ford**

POC: Seth Gamblin

Delivery and Acceptance Location:

Williamson County Wireless Department
3171 SE Inner Loop
Georgetown, TX 78626

Williamson County Wireless staff member shall sign receipt of vehicle. Fleet Department staff shall have 30 days to verify that vehicle meets specification and is in working order.

Delivery Timelines:

Supplier (**Silsbee Ford**) shall deliver specified new model 2024 model pick-up truck trucks as follows:

- F150 VIN #1346 by 10/31/24
- F250 must be ordered

Upfitting:

Upfitting shall be subcontracted to Dana Safety Supply. Pricing shall note and utilize associated quotes noted on the order.

Turnkey Units:

Units shall be delivered to include the specified upfitting components, complete with installation, Williamson County wireless components installed, specified decals installed, four (4) associated key fobs and license plates.

Wireless Components:

Williamson County IT Services shall provide and deliver wireless components as needed per vehicle within 48-hours of the vehicle arriving at Dana Safety Supply. Associated unit/VIN# number shall be provided to Dana Safety Supply by Williamson County IT Services.

Dana Safety Supply shall sign for wireless components in the form of a receipt and provide receipt to Williamson County IT Services.



Status of Units:

Supplier shall provide a weekly status report to Williamson County Fleet Department of annual order reflecting:

- Manufacturer Status/VIN
- Upfit Status
- Delivery Timeline

Decals:

Decal design shall be provided by Williamson County Fleet Department. Williamson County Fleet Department has the authority to approve decal design prior to application.

License Plates:

Williamson County shall apply for and obtain the license plates.

Invoicing:

Invoicing shall be submitted to Williamson County after a turnkey vehicle is delivered per the specifications herein. Invoicing shall be issued per line item and reference the associated Purchase Order. No additional delivery fees shall apply. Invoicing shall be sent to:

Williamson County Fleet Division Director
Kevin.Teller@wilco.org

Warranty:

Manufacturer's warranty shall apply to the vehicle unit. A lifetime warranty shall apply to all upfit components and installation provided by Dana Safety Supply for as long Williamson County owns the vehicle. Warranty shall begin when turnkey and completed vehicle is delivered and accepted by Williamson County at the Wireless Department.

Purchase Order:

Williamson County shall provide supplier with a purchase order(s) detailing the quantity, vehicle type, upfit specification, and agreed upon price for annual order.

Point of Contact:

Williamson County's point of contact for the annual order shall be:
Williamson County Fleet Division Director
Kevin.Teller@wilco.org 512-943-3368



TxDMV Vehicle Registration and Title Procedures:

All documentation can be mailed to the Auditor's Office at the address below or delivered with the vehicle.

Williamson County Auditor's Office
710 S. Main Street, Suite 301
Georgetown, TX 78626

All vehicles purchased should have the information below completed for registration and titling:

Purchaser: Williamson County
Address: ATTN: Auditor's Office
710 S. Main Street, Suite 301
Georgetown, TX 78626

The following must be received from and/or processed by the dealership:

- MCO (manufacturer's certificate of origin) and MSO (manufacturer's statement of origin)
- 130-U Form, Application for Texas Certificate of Title
- Odometer Disclosure Statement
- Copy of Buyer's Tag (w/Temp Tag indicated)
- VTR-136, County of Title Issuance

The Auditor's Office will prepare the appropriate paperwork for the appropriate plates to be issued as indicated by the department:

- Marked: Exempt/Standard Exempt: VTR-62-A
- Unmarked: Regular Exempt: VTR-119

Exhibit B

