

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR SERVICE AGREEMENT  
TO REVIEW AND REMEDIATE  
AZURE SENTINEL  
(Freeit Data Solutions, Inc. –  
DIR-TSO-4229)**

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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, and the Texas Transportation Code, the Texas Health & Safety Code.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Freeit Data Solutions, Inc.** (hereinafter "Freeit"). Customer agrees to engage Freeit 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. Freeit Delivery Services Agreement;
- B. DIR-TSO-4229, including addenda; and
- C. This Williamson County Addendum.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County’s terms and conditions taking precedence.

**II.**

**No Agency Relationship:** 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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court.

### III.

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

### IV.

**Compliance with All Laws:** Freeit agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

### V.

**Good Faith:** Freeit agrees to act in good faith in the performance of the contract relevant to this addendum.

### VI.

**Payment:** Freeit will be compensated based on DIR-TSO-4229 pricing and as set forth in the Freeit Delivery Services Agreement.

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.

## VI.

**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 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.

## VII.

**Right to Audit:** Freeit agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Freeit which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Freeit agrees that Customer shall have access during normal working hours to all necessary Freeit facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Freeit reasonable advance notice of intended audits. In no circumstances will Freeit be required to create or maintain documents not kept in the ordinary course of Freeit' business operations, nor will Freeit be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## VIII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

## IX.

**Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

## X.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

**XI.**

**No Assignment:** Neither party may assign this Contract.

**XII.**

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

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:

FREEIT DATA SOLUTIONS, INC.:

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_, 2021



\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_ 09/07, 2021