

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 8/30/23

Requested by: Joe Don Dockery

AGENDA ITEM(S):

Discussion/action regarding the quote from ezTask.com for website redesign & 3 year hosting subscription.

Meeting Date Requested: (required) 9/12/2023



Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



PROJECT QUOTE

PREPARED FOR:
Burnet County
ATTN: Jackie Haynes
220 S. Pierce Street
Burnet, Texas 78611

PREPARED BY:
Glenn Schalles
glenn@eztask.com
Phone (281) 239-3227 ext.1003

Upgrade Summary

Price

Website Redesign (Special Promotion w/3 Year Year Agreement) Regularly \$2,500.00 \$1,500.00
Work one-on-one with our art team to develop a whole new look and feel from the ground up. Enjoy a
total website redesign to take your ezTaskTitanium™ website to the next level!

Total \$1,500.00

Next Steps:

Upon quote acceptance, you will receive an invoice
for Year One. Upon receipt of payment or a valid
purchase order, your Design Discovery Call will be
scheduled, and your project will enter production!

Quote Accepted by:

MASTER PROFESSIONAL CONSULTING & WEB HOSTING SERVICES AGREEMENT

This Master Professional Consulting & Web Hosting Services Agreement (this "Agreement" or the "MSA") by and between **ezTask.com, Inc.** ("Company"), a Texas corporation with a principal place of business at 5560 FM-1640 Rd #977, Richmond, TX 77406, and Burnet County ("Client"), an organization with offices at 220 S. Pierce Street, Burnet, Texas 78611.. This Agreement sets forth the terms and conditions that govern this Agreement and any current or future Statements of Work (any "SOW") that reference this Agreement.

1. AGREEMENT DEFINITIONS

- 1.1. **"Auto Renewal"** is the process by which the Services Period of Web Hosting Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with this Agreement.
- 1.2. **"Web Hosting Services Provider"** means the Company providing services.
- 1.3. **"Web Hosting Services" and "Services"** means, the Web Hosting Services Provider services listed in the Statement of Work documents incorporated by reference.
- 1.4. **"Services Period"** refers to the period of time for which You ordered Services as specified in your Statement of Work.
- 1.5. **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order.
- 1.6. **"You" and "Your"** refers to the individual or entity that executed this Agreement.
- 1.7. **"Your Content"** means all text, files, images, graphics, information, data (including Data as defined later in this Agreement), audio, video, and other content and material, in any format, provided by You or Your Users that reside in, or run on or through the Services Environment.

2. TERMS OF AGREEMENT

- 2.1. Initial contract three (3) year contract (**10/01/2023 thru 09/30/2026**). Contract shall automatically renew on an annual basis unless terminated by either party. Client agrees to provide Web Hosting Services Provider with written notice no later than ninety (90) days prior to the end of the applicable Services Period of your intention to not renew the Services, or (B) Web Hosting Service Provider provides You with written notice no later than thirty (30) days prior to the end of the applicable Services Period of its intention to not renew the Services.
- 2.2. If services are to be terminated, You no longer have any rights to access or use the Services; however at Your request, and for a period of up to seven (7) days after the Services terminate, Web Hosting Services Provider will make available to You Your Content as of the date of termination. At the end of that seven (7) day period, Cloud Provider will delete Your Content.
- 2.3. Web Hosting Services Provider may temporarily suspend Your password, account, and access to use the Services if You or Your Users violate any provisions in this Agreement, or if Your use of the Services are in danger of a significant threat to security.
- 2.4. If either party breaches a material term of this Agreement, and fails to correct that breach within seven (7) days of written notice, then the breaching party is in default and this Agreement may be terminated by the non-breaching party.

3. RIGHTS GRANTED

- 3.1. Subject to you meeting Your payment obligations, for the duration of the Services Period You have the non-exclusive, non-assignable right to access and use the Services that You ordered.

4. OWNERSHIP AND RESTRICTIONS

- 4.1. You retain all ownership and intellectual property rights in and to Your Content.
- 4.2. Company retains all ownership and intellectual property rights in the Content Management Systems (CMS), also known as ezTaskTitanium™.

5. SERVICE SPECIFICATIONS

- 5.1. All Services will be specified in Statements of Work that incorporate this Agreement by reference.

6. USE OF THE SERVICES

- 6.1. You may use the Services for any legal purpose. You may not use the Services for any illegal purpose.

7. FEES AND TAXES

- 7.1. All fees payable to Web Hosting Service Provider are due within 30 days from the invoice date. Any taxes due for providing the Services are to be paid by You to the Web Hosting Service Provider. If the invoice is not paid within the prescribed time period, then a 3.5% penalty will apply for each monthly period that the invoice is late.

8. NONDISCLOSURE AGREEMENT

- 8.1. Both parties agree to not disclose each other's confidential information to any third party.

9. DATA PROTECTION

9.1. Client agrees to the terms of the Privacy Policy ("**the Privacy Policy**") located at this URL: www.eztask.com/page/privacypolicy.

9.2. Client will at all times remain the Controller for the purposes of this Agreement. Client is responsible for compliance with its obligations as a Controller under data protection laws.

9.3. Web Hosting Service Provider is a Processor for the purposes of this Agreement, and will not Process or disclose such Data to third parties unless instructed by Client or if required by law.

9.4. Web Hosting Service Provider will comply with applicable data privacy and protection laws if they impose obligations directly on a Processor.

9.5. Upon the termination of Services, Web Hosting Service Provider will allow You to obtain Your data, as otherwise specified in this Agreement. After the data has been given to You or the time period specified for post-termination data retention has expired, Web Hosting Service Provider will delete the data from its system.

9.6. If Web Hosting Service Provider is made aware of a Breach, then it will notify You within 24 hours or sooner if required by law.

9.7. Web Hosting Service Provider will investigate a Breach and take actions to prevent a recurrence.

9.8. You may audit Web Hosting Service Provider's compliance up to once a year. Any audits are at Your expense, and if you require Web Hosting Service Provider's assistance, then that will require execution of a separate Statement of Work.

10. WARRANTIES, DISCLAIMERS, AND EXCLUSIVE REMEDIES

10.1. Company makes no representation or warranty of other kind, express or implied, including without limitation implied warranty of merchantability or fitness for a particular purpose, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing, the Company does not represent or warrant that work product will not infringe upon the intellectual property rights of third parties or that it will operate or perform without interruption or error.

11. LIMITATION OF LIABILITY

11.1. In no event will Company's liability exceed the value of the Services provided under an applicable Statement of Work. In no event will the Company be liable for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. The liabilities limited by this article apply:

11.1.1. To liability for negligence

11.1.2. Regardless of the form of action, whether in contract, tort, strict product liability, or otherwise

11.1.3. Even if Company is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and

11.1.4. Even if the Client's remedies fail of their essential purpose.

11.1.5. If applicable law limits the application of the provisions of this article, then Company's liability will be limited to the maximum extent permissible.

13. THIRD PARTY WEBSITES, CONTENT, PRODUCTS AND SERVICES

13.1. Client is responsible for obtaining and maintaining appropriate licensing for any third-party software, websites, products and services used.

14. FORCE MAJEURE

14.1. Neither party shall be responsible for failure or delay in performance caused by: an act of God; an act of war, hostility, or sabotage; electrical, internet, or telecommunication outage that is not caused by one of the parties; government restrictions; or any other event outside of the control of either party. We both will use reasonable efforts to mitigate a force majeure event, but if the event lasts for more than ten (10) days, either of us may cancel upon written notice.

15. GOVERNING LAW AND JURISDICTION

15.1. This Agreement is governed by the laws of the State of Texas and You and Web Hosting Service Provider agree to submit to the exclusive jurisdiction of, and venue in the courts in Fort Bend County in Texas in any dispute arising out of or relating to this Agreement.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Web Hosting Service Provider, You will promptly send written notice to: ezTask, Inc., 5560 FM-1640 Rd #977, Richmond, TX 77406. Web Hosting Service Provider will send written notice to 220 S. Pierce Street, Burnet, Texas 78611.

17. ASSIGNMENT

17.1. This Agreement and all obligations contained herein may be assigned by Company to other parties.

17.2. Client may not assign or transfer its obligations under this Agreement to any other party without prior written approval of Company.

18. ENTIRE AGREEMENT

18.1. The parties agree that this Agreement is the entire agreement between the parties and that applicable Statements of Work incorporate this agreement by reference. In the event of a conflict between a Statement of Work and this Agreement, this Agreement shall prevail.

STATEMENT OF WORK

Exhibit A STATEMENT OF WORK

This Statement of Work Number 2017-09-1219 (this "SoW") is entered into pursuant to the MASTER PROFESSIONAL CONSULTING & WEB HOSTING SERVICES AGREEMENT (the "Agreement") by and between **ezTask.com, Inc.** ("Consultant"), a Texas corporation with a principal place of business at 5560 FM-1640 Rd #977, Richmond, TX 77406 USA and Burnet County ("Client"), an organization with offices at 220 S. Pierce Street, Burnet, Texas 78611.

This SoW is incorporated into the Agreement. In the event of any conflict with this SoW, the main body of the Agreement will govern. The provisions of this SoW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SoW will have the meanings given in the main body of the Agreement.

ez365™ Total Protection (Annual Subscription) : **\$1,650.00**

- State-of-the-art **Web Hosting Services** and **Bulletproof Security** with Rackspace™
- Peace of mind with **complete nightly backups**
- **100% Uptime** SLA Guarantee
- Realtime DDOS **Mitigation Protection**
- Periodic security **vulnerability scans**
- **Premier Support** (unlimited requests by phone, email, or support ticket)
- Unlimited, **24/7/365 access** to support knowledgebase and all training resource
- **Software updates**, including new features, usability improvements, and more
- **SSL Security Subscription Service**

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date ("Date").

CLIENT
[CLIENT]

COMPANY
ezTask.com, Inc.

By:

By:

Title:

Title:

Date:

Date: