

STATEMENT OF WORK

NO. 1

This Statement of Work ("SOW") is made pursuant to the terms and conditions of the Consulting Services Agreement executed by and between Williamson County, Texas ("County") and CedarCrestone, Inc., ("Consultant") on January 18, 2013 (the "Agreement") and describes the particular Services and/or Deliverables that shall be provided to County by Consultant hereunder.

Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

1. General Information:

CedarCrestone Account Executive	Name:	Marty Hellenberg
	Address:	1255 Alderman Drive
City/State/ZIP		Alpharetta, GA 30005
	Phone:	303.719.3174
	Fax:	
	E-mail:	marty.hellenberg@cedarcrestone.com
County Project Manager	Name:	Minnie Beteille
	Address:	301 S.E. Inner Loop, Suite 106
City/State/ZIP		Georgetown, TX 78626
	Phone:	(512) 943-1448
	Fax:	
	E-mail:	mbeteille@wilco.org
County Billing Contact	Name:	Williamson County, Texas
	Address:	301 S.E. Inner Loop, Suite 106
City/State/ZIP		Georgetown, TX 78626
	Phone:	512-943-1538
	Fax:	
	E-mail:	DebbieF@wilco.org
County Site at which Services are to be performed ¹		Services to be provided remotely by Consultant personnel

¹ Services may be performed at additional sites as may be mutually agreed upon by the Parties.



2. Definitions:

2.1 “OLSA” means Oracle License and Services Agreement.

2.2 “EBS” means Oracle’s E-Business Suite

3. Primary Services and Deliverables to Be Provided by Consultant to County:

Consultant understands that the County’s EBS application is self-hosted on a Windows/Oracle database platform and has requested Consultant to provide Application Management Services (“AMS”) as follows:

3.1 EBS Administration inclusive of EBS Architecture, environment installations and implementation support requests.

3.2 County requests for EBS support may include the following:

3.2.1 Troubleshoot problems, access, availability and performance issues across Oracle Database and EBS stack.

3.2.2 Work with Oracle support on County’s SRs.

3.2.3 Maintain and operate Oracle Database and Oracle EBS software infrastructure, including patches. Consultant will support Windows patching only if it is required to resolve an issue that the Consultant DBA is working on. All routine Windows patches will be the responsibility of the County.

3.2.4 Manage all user and developer access and user security to the systems within the project regulations.

3.2.5 Optimize/Recommend system and software parameters to ensure efficient use of computing resources.

3.2.6 Maintain and execute Oracle database backup and restore strategy per County’s documented disaster recovery. County will provide the disaster recovery strategy document to Consultant prior to the start of the work and participate in a meeting to review the strategy and address questions if requested by Consultant.

3.3 Consultant agrees to follow County’s change management protocol for any Oracle software/system changes’ and follow best practices for Oracle software maintenance.

3.4 Technical Service Desk support for contracted EBS AMS services above.

4. Service Desk Support. Consultant will provide EBS AMS during Primary Hours of Operation (PHO).

4.1 Support will be available Monday through Friday between 9:00am ET/8:00am CT and 6:00pm ET/5:00pm CT. Consultant will respond during PHO and provide issue resolution based upon issue priority as assigned at the point of ticket entry. Should support outside PHO be required, it will be scheduled and agreed upon in advance with the exception of production critical emergencies. Production critical emergencies are defined as the County’s applications being down and not accessible by anyone in the user community.

4.2 The County may contact Consultant for support at any time using two different mechanisms: By entering a Service Desk ticket directly into our web based Issue



Tracking system at <https://servicedesk.cedarcrestone.com>, or by calling the Support Group toll free at (888) 268-0715.

- 4.3 A named CCI Client Services Manager will serve as a communication link for contracts, service level feedback, performance measures feedback and additional service needs. This primary contact will be one of CedarCrestone's DBAs.
- 4.4 County will provide advance notice to Consultant personnel, where reasonable, for response and resolution, project or initiative based support requirements.
- 4.5 Consultant warrants that it will take reasonable commercially available precautions to cover Consultant VPN or dedicated line access to the County's network is secure and free from all known threats and malware, including (a) a supported operating system fully current with all available security patches, (b) current anti-virus program and signatures, and (c) a hardware or software device to isolate the platforms from any publicly accessible network. No copies of County's EBS database are expected to be hosted in the CedarCrestone Data Center. County retains all right, title, and interest in and to the County Information. Consultant will use County Information only in accordance with this Agreement.

5. County's Responsibilities:

County shall provide the following:

- 5.1 Except as noted in section 3, County will maintain responsibility for day-to-day management of the EBS applications and underlying infrastructure, accessing support from Consultant for AMS as needs arise.
- 5.2 Underlying operating system and infrastructure support and related disaster recovery will be supported by County.
- 5.3 County will maintain responsibility for applying and testing all application updates to its EBS systems, ongoing development and support, and general application infrastructure management.
- 5.4 County's internal EBS application support personnel will be responsible for escalating application issues to Consultant for analysis and resolution. County personnel will maintain responsibility for EBS Security Administration.
- 5.5 Provisioning and maintaining the equipment for the database, application, and web server equipment and operating systems as well as all network and storage devices is the responsibility of the County.
- 5.6 All Consultant services provided under this SOW are contingent on County maintaining a current OLSA or equivalent and upon County's assurance, which shall be deemed provided by County's signature of this SOW, that County is not bound to any Oracle/EBS support obligation which has not been satisfied. If County's license expires or is discontinued, County shall notify Consultant promptly but in no case longer than 30 days thereafter so that the Services and pricing can be modified as needed to comply with Oracle/EBS licensing and access restrictions.
- 5.7 The County acknowledges that Consultant offers the Services only on the condition that the County has a valid Oracle support and maintenance contract for the Software. The County agrees to notify Consultant prior to any termination of its



Oracle support and maintenance contract, as the Services and pricing would need to be modified to comply with Oracle licensing and access restrictions.

- 5.8 Consultant agrees to abide by the same obligations of non-disclosure to which County is bound under County's OLSA or equivalent. County agrees to provide Consultant with a copy of any portion of its OLSA containing non-standard nondisclosure provisions.

5.8.1 Consultant and County agree that Consultant is being engaged as an authorized contractor and/or outsourcer as permitted by County's license agreement with Oracle, and that Consultant is therefore responsible for compliance with all aspects of that agreement, including restrictions from: (a) removing or modifying Oracle program markings; (b) reverse engineering, disassembly or decompilation; or (c) utilizing any program or code updates to which the County is not entitled.

- 5.9 County will provide Consultant VPN and full remote access (via Terminal Server) to County's Development, Test, and Production environments. This access is exclusively for providing AMS and will not be used by Consultant for any other purpose.

- 5.10 County shall ensure that Terminal Server access provided to Consultant includes the following minimum software requirements:

5.10.1 EBS client software and connectivity to environments

5.10.2 Oracle SQL Plus

5.10.3 Microsoft Word and Microsoft Excel application versions compatible with the EBS application version to be supported by Consultant

5.10.4 WSFTP file transfer protocol (FTP) software, or a comparable secure FTP client

5.10.5 SSH or other remote access to Unix based servers for the EBS applications

- 5.11 Consultant requires the implementation of a secure, site-to-site VPN connection between the County's designated network location and the CedarCrestone Data Center in order to ensure appropriate security and bandwidth to perform the requested services. Consultant will provide one (1) hour of assistance to troubleshoot and resolve connectivity issues with the County at no charge; should additional troubleshooting support be required, additional support time will be billed on a time and materials basis at the rate of \$140/hour, provided, however, if the connectivity issues are the result of issues or problems at the Consultant side, or problems as a result of the Consultant configured VPN device, no support time will be billed to County.

- 5.12 Consultant can purchase, configure and ship the County-side VPN hardware to County for installation in lieu of County providing and configuring appropriate VPN hardware. Consultant will use a Netscreen 5GT-Extended device (or equivalent) for County if this option is selected, as priced in section 6.4.4 below as a one-time cost ("One-Time Setup Fee"). By selecting this option, County will expedite the steps necessary to establish VPN connectivity for Consultant remote AMS.

- 5.13 Network and County Equipment. Provisioning, security, support, and maintenance of the County's Local Area Network and all network equipment, network connections, printers, computing devices, and all software and other hardware

operating on such equipment are the responsibility of the County. County is also responsible for correctly configuring and maintaining the desktop environment used by the County to access systems supported by Consultant. This includes the County network router and firewall, which must also be in place and properly configured to allow data to flow between the County system and Consultant in a secure manner.

6. Fee Structure specific to this SOW:

This section specifies the fees and payment terms for the above described Service and Deliverables:

EBS AMS and Service Desk Support as described in section 3.

REMOTE SUPPORT SERVICE	HOURLY RATE
EBS Remote Application Management Services	\$140 per hour

Consultant will perform the EBS AMS described in section 3 upon request of County on a time and materials basis per the pricing described above.

7. Travel Expenses specific to this SOW:

County shall pay Consultant up to \$0.00 for all travel expenses incurred in the performance of the Services described herein.

8. Payment of Fees and Expenses specific to this SOW:

8.1 Services will be provided on a time and materials basis and will be invoiced in one minute increments and paid by County in the period following the period in which the Services were provided.


8.2 All invoices are due and payable in accordance with the terms of the SOW and Agreement.

9. Not-to-Exceed Amount specific to this SOW:

The maximum amount payable by County for all Time and Materials and all out-of-pocket expenses and travel expenses under this SOW, without written modification agreed to in writing by both parties, shall not exceed \$56,000.00 through September 30, 2013.

10. Time for Performance specific to this SOW:

The Services to be performed and the Deliverables to be provided under this SOW shall be completed on or before September 30, 2013.



11. Incorporation by Reference; Conflicting Terms and Conditions:

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this SOW, the terms and conditions of the Agreement shall control unless the SOW specifically states that the parties intend to modify a specific term or condition of this Agreement.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this SOW effective as of the date which this SOW is last signed below.

CEDARCRESTONE, INC.

BY: 

NAME: ~~Rick Riordan~~ Brian E. Fees

TITLE: ~~EVP—Shared Services~~ CFO

DATE: January 18, 2013

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis,
Williamson County Judge

DATE: _____, 20____