

## **CONSULTING SERVICES AGREEMENT (DIR-SDD-2116)**

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Gruene Technology Group LLC(GrueneTG), a corporation organized and existing under the laws of the State of Texas, (hereinafter"Consultant"), with its principal place of business at 11940 Jollyville Road,South Tower,Suite 320,Austin, Texas 78759 and Williamson County, Texas,a political subdivision of the State of Texas (hereinafter "County"), having an address of 3015.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services and deliverables.

### **1. Consulting Services**

1.1 The parties agree that Consultant will only provide consulting services ("Services") and deliverables ("Deliverables") under this Agreement pursuant to an executed statement of work ("SOW"), which shall be substantially in the same form as the attached Exhibit "A". Each SOW shall be a separate contract and shall incorporate the terms and conditions of this Agreement. All Services shall be provided in a professional manner. Consultant may provide the Services described in the relevant SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the relevant SOW as deliverables ("Deliverables").

### **2. Term and Termination**

2.1 This Agreement will have an initial term of one year commencing on the date of the last party's execution of this Agreement, or the length of the engagement, if longer than one year, and will renew automatically for successive one-year periods unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement or any subsequent SOW, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed and all Deliverables provided prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement or any subsequent SOW), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned

hereinafter and/or remedies available under the law, terminate this Agreement and any subsequent SOW.

### **3. Payment and Taxes**

3.1 County agrees to pay Consultant for Services and Deliverables provided pursuant to subsequent SOWs executed by the parties and the attached Williamson County Vendor Reimbursement Policy, as amended, which is incorporated herein as if copied in full. County shall reimburse Consultant for reasonable travel expenses and all actual out-of-pocket expenses incurred by consultant in the performance of a subsequent SOW. However, in no event shall County be required to pay any amounts for Services and Deliverables and expenses in excess of the not-to-exceed amount set forth in any subsequent SOW.

Consultant shall invoice County for payment of the Services and Deliverables, as well as payment of actual out-of-pocket expenses and allowed travel expenses. Consultant's invoice for actual out-of-pocket expenses and travel expenses must include an extract from Consultant's billing system which details the costs paid by Consultant for such expenses. County's payment of the Services, Deliverables actual out-of-pocket expenses and allowed travel expenses shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Remittance shall be made to the following address:

<b>Gruene Technology Group,LLC.</b>
<b>11940 Jollyville Road,South Tower,Suite 320</b>
<b>Austin,Texas 78759</b>

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

#### **4. Ownership and License**

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of Services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

#### **5. Confidential Information**

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## **6. Relationship between the Parties**

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## **7. Warranties**

7.1 Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and for a period of 90 days thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the Services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the Services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

7.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR A SOW, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

## **8. Indemnification**

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGEMENT MATERIAL, INFORMATION OR TECHNOLOGY.

## **9. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES AND CONSULTANT'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID TO CONSULTANT BY COUNTY UNDER THE SOW PURSUANT TO WHICH LIABILITY AROSE.

## **10. Change Order**

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Order"). The nature of these changes include, but are not limited to, additions to or deletions from any Services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Orders shall be subject to the following terms:

i. Disputes regarding Change Orders shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Order relating to any Services and referencing this Agreement shall be deemed a separate contract incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Order, the terms and conditions of this Agreement shall control unless the Change Orders specifically states that the parties intend to modify a specific term or condition of this Agreement.

## **11. Dispute Resolution/Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **12. General**

**12.1 Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**12.2 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**12.3 Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**12.4 Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement except that Consultant may assign its right to payment if required to do so under a banking or surety agreement.

**12.5 No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

**12.6 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive,

modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12.7 County's Right to Audit. Consultant further agrees that County or its duly authorized representatives (note: third party representative's shall be limited to certified public accountants or similar professionals owing a duty to the general public and who are professionally licensed) shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and obtain copies of the records of Consultant, which are determinative to amounts charged for Services to be performed under this Agreement. Audits shall be conducted consistent with generally accepted auditing standards in the United States. To the extent such materials cannot be adequately provided to the County in electronic format by remote access, Consultant agrees to provision physical access for the County during normal working hours at Consultant facilities as reasonably necessary to conduct audits in compliance with the provisions of this section. County agrees that all such audits will be conducted and planned so as to minimize disruption of the Consultant's business. County shall give Consultant reasonable advance notice of intended audits and shall review any findings with Consultant and afford Consultant with an opportunity to respond in advance of issuing any final audit report. FOR AVOIDANCE OF DOUBT, CONSULTANT HEREBY DISCLOSES TO COUNTY THAT IT MAINTAINS NO HARD COPY RECORDS — ALL RECORDS ARE ELECTRONIC SYSTEM RECORDS, ELECTRONIC FILES OR ARE IMAGE DOCUMENTS. CONSULTANT ALSO UNDERTAKES NO OBLIGATION TO PRESERVE, DUPLICATE OR MAINTAIN DOCUMENTATION THAT EXISTS ON COUNTY SYSTEMS DURING THE COURSE OF THE PROJECT.

12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

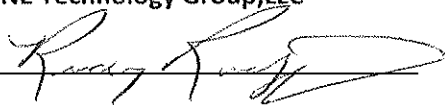
12.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

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

**GRUENE Technology Group, LLC**

BY: \_\_\_\_\_



NAME: \_\_\_\_\_

Rudy Rodriguez

TITLE: \_\_\_\_\_

Managing Director

DATE: \_\_\_\_\_

May 5, 2014

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_

Dan A. Gattis,

Williamson County Judge

DATE: \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_



## EXHIBIT "A"

### STATEMENT OF WORK FORM

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 Gruene Technology Group, LLC, ("Consultant") on May 5, 2014 (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:

Name:	Rudy Rodriguez
Address:	11940 Jollyville Road, South Tower, Suite 320
City/State/ZIP	Austin, TX 78759
Phone:	512-922-0526
Fax:	
E-mail:	Rudy.Rodriguez@gruenetg.com
County Project Manager	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 <sup>1</sup>		Williamson County, Information Technology Services dept.

**2. Primary Services and Deliverables to Be Provided by Consultant to County:**  
**2.1 SharePoint deployment**

Security

- Creation of SharePoint groups according to industry standard best practices.
- Correct security settings on a user level for internal 'wilco.org', external authenticated, and external anonymous users based on required access.
- Create a security plan that deals with user migration, default levels of access, and other industry standard best practices.
- Achieve HIPAA (Health Insurance Portability and Accountability Act), CJIS (Criminal Justice Information Systems), and FERPA (Family Educational Rights and Privacy) compliant security levels on necessary sites and apps.
- Secure site content to industry standard best practices.

#### Maintenance

- Recovery plan documented based on Microsoft's backup methods.
- Create a plan to deal and react with Microsoft updates and revisions.

#### DNS/Domain

- Use a purchased domain name for internal SharePoint site.
- Use a purchased domain name for external SharePoint site.
- Allow both SharePoint sites to authenticate via 'wilco.org' Active Directory Single Sign On and Williamson County created external user cloud accounts.

#### Design

- Create a method for a newly created user account to have a custom default MySite template assigned automatically upon account creation.
- Integrate industry standard best practice metadata model.

### 2.2 Microsoft Office O365

#### Design

- Pilot program model complete with pilot implementation, testing, and final launch phases. Testing would be against currently used county applications and business processes.

### 2.3 Development of Data Applications in SharePoint 2013 by June 30, 2014

- Development of SharePoint 2013 system that captures FERPA and HIPAA compliant data.
- Multiple tiers of user access
- SharePoint friendly reporting options
- Setup of authenticated external users not on 'wilco.org'
- Integration of records and weekly transaction logs
- Custom form submission into SharePoint

## 3. Fee Structure:

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

Service	Hourly Rate
Phase 1 :Define and Design (21 Hours)	\$125 per hour

Deliverables	Amount
Phase2:Install,Configure,Testing,Trainiaing and Deployment(approx.400 hours or TBD)	\$125 per hour

**4. Not-to-Exceed Amount:**

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 \$60,000

**5. Time for Performance:**

The service to be performed under this SOW shall be from May 12, 2014 through September 30, 2014.

**6. 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.