The jwLehman Group Consulting Services Agreement

This Agreement is made this date as signed and acknowledged below, between **the county of Williamson County**, principally located at 710 Main Street, Georgetown, TX 78626 (now referred to as the **"Client"** in this agreement) and **the JWLehman Group, LLC**, (now referred to as the **"Consultant"** in this agreement) principally located at 2051 Gattis School Rd., Ste. 540 PMB# 134, Round Rock, TX 78664.

In consideration of the **"Client"** retaining the **"Consultant"** to perform consulting and related support services as directed for the **"Client"**, it is agreed as follows:

1. Services, Compensation, and Terms

I. The **"Client"** hereby retains the **"Consultant"** and the **"Consultant"** hereby agrees to perform the following services:

a) Assist and advise dedicated **"Client"** staff with preparation and submission of a request for waiver from the State of Texas' mandated Collection Improvement Program providing consultative services in three key areas:

- Establishing Waiver Eligibility;
- Establishing Qualifying Assertions for Granting Waiver; and,
- Developing Effective Submission Procedures

b) Assist with any post submission or post response issues as requested.

II. The following fees shall apply:

a) The **"Consultant"** will be paid at the rate of $125 per hour.

b) Fees for the services described in Paragraph I(a) are estimated to be not less than $2,500.00 and not more than $5,000.00.

c) The **"Consultant"** may invoice the **"Client"** for all or any portion of described services as completed and payable in accordance with the Texas Prompt Payment Compliance Act as described in Paragraph II (h) below. Invoices will <u>only</u> be submitted for services performed.

d) The **"Consultant"** and the **"Client"** hereby agree that services provided under this agreement will not exceed a maximum of $5,000.00.

e) Any additional consulting fees for services provided beyond the estimate described in Paragraph II(a) if requested will be billed at the rate of $125 per hour upon **"Client"** approval and is payable in accordance with the Texas Prompt Payment Compliance Act as described in Paragraph II (h) below.

f) Reasonable and necessary business and travel expenses incurred by the **"Consultant"** shall be reimbursed by the **"Client"** in accordance with the **"Client"** reimburse policy (referred to as the *Williamson County Reimbursement Policy*) upon submission of expense reports with back-up documentation. All such expenses and all travel plans must be approved in advance by the **"Client"**.

g) 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 received.

h) Texas Prompt Payment Act Compliance: 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 licensee 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 licensee 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 licensee'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.

i) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

j) If the **"Consultant",** only after Mediation as described in Paragraph II (i) above, is forced to bring a legal action against the **"Client"** to collect any sums due under this Agreement, the **"Consultant"** shall be entitled to collect, in addition to all damages, its costs of collection including reasonable attorney's fees.

k) Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

2. Warranties by the "Consultant".

a) The **"Consultant"** represents and warrants to the **"Client"** that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this Agreement; and, that its performance of this Agreement shall not intentionally infringe upon or violate the rights of any third party or violate any local, state, or federal laws.

b) The **"Consultant"** represents and warrants that it does not provide any professional services other than those outlined in the Agreement. If additional professional services are

required and requested by the **"Client",** such services and fees must be agreed to and provided under an independent and separate agreement.

3. Independent Contractor

The **"Consultant"** acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. The **"Consultant"** shall not enter into any Agreement or commitment on behalf of the **"Client".** The **"Consultant"** further acknowledges that it is not considered an affiliate or subsidiary of the **"Client"** and is not entitled to any **"Client"** employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

The **"Consultant"** recognizes and acknowledges that this Agreement creates a confidential relationship between the **"Consultant"** and the **"Client"** and that information concerning the **Client's** business affairs, members, vendors, finances, methods of operation, and documentation, and other such information not considered public in nature, is confidential in nature. All such information concerning the **"Client"** not considered public in nature is hereinafter collectively referred to as "Confidential Information" unless otherwise noted and acknowledged.

5. Right to Audit

The **"Consultant"** agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the **"Consultant"** which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The **"Consultant"** agrees that licensee shall have access during normal working hours to all necessary the **"Consultant"** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give the **"Consultant"** reasonable advance notice of intended audits.

6. Non-Disclosure

The "Consultant" agrees that, except as directed by the **"Client"**, it will not at any time during or after the term of this Agreement disclose any Confidential Information as defined above to any person whatsoever and that upon the termination of this Agreement it will turn over to the **"Client"** any documents, papers, and other matter in its possession or control, if any, that are the property of the **"Client"**. The **"Consultant"** further agrees to bind its contractors and subcontractors to the terms and conditions of this Agreement.

7. Governing Law

This Agreement shall be construed and enforced in accordance with all applicable local, state, and federal laws.

8. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

James W. Lehman, CEO

Print Name and Title	**Print Name and Title**
, CEO	
Authorized "Consultant" Signature	**Authorized "Client" Signature**

IN WITNESS AND ACKNOWLEDGEMENT HEREOF,

The authorized agents for **THE "CLIENT"** and **THE "CONSULTANT"** by signing above have duly executed this Agreement this

_____ of the day_____, _____.