
**WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
NETSYNC NETWORK SOLUTIONS, INC.
(Quote No. [REDACTED])**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasiconttractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND GOODS CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County" or "Client"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Netsync Network Solutions, Inc.** (hereinafter "Service Provider" or "NetSync"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached **Statement of Work dated May 06, 2025** being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in Exhibit “A,” provided to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A,” such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Quote [REDACTED]** being marked as **Exhibit “B,”** which is incorporated herein and in accordance with DIR COOP contract number DIR-CPO-4866. The not-to-exceed amount for the life of this contract shall be Seventeen Thousand, Five Hundred Dollars (\$17,500.00).

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract 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.

XI.

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.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County 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 Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. Statement of Work dated May 06, 2025 marked as **Exhibit "A"**;
- B. Quote [REDACTED], marked as **Exhibit "B"**;
- C. The cooperative purchasing DIR-CPO-4866, incorporated by reference;
- D. Insurance certificates evidencing coverages required herein above and
- E. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Netsync Network Solutions, Inc.:

Authorized Signature

Nicole Nordhougen
Authorized Signature

County Judge/Presiding Officer

Nicole Nordhougen
Printed Name

Date: _____, _____ 20__

Date: 06 / 03 / 2025 20__

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 04 2025 Time: 10:26 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 04 2025 Time: 7:50 am

Exhibit “A”
Statement of Work dated May 06, 2025

NETSYNC

Statement of Work

Webex App Deployment

May 6, 2025

Prepared for:
Williamson County

This statement of work (SOW) contains confidential information provided by Netsync Network Solutions and is intended solely for the listed recipient. The recipient agrees to maintain this information in confidence and will not reproduce or otherwise disclose this information to anyone outside the group directly responsible for evaluation of this document.

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Contact Information

Client Contact	Rory Tierney	512.943.1457 (o)	rory.tierney@wilcotx.gov
Netsync Account Manager	David Tijerina	512.413.7998 (m)	dtijerina@netsync.com
Netsync SOW Author	Christopher Puyear	940.367.2162 (m)	cpuyear@netsync.com
Netsync Project Manager			
Netsync Lead Engineer			

Project Summary

Williamson County (“Client”), headquartered in Georgetown TX, requested that Netsync Network Solutions (“Netsync”) submit a statement of work (SOW) outlining Client’s upcoming Webex App Deployment project.

The purpose of this project is to configure the Cisco Webex App to replace the Cisco Jabber client. Netsync will configure Cisco Webex Control Hub and Cisco Unified Communications Manager (CUCM) for softphone calling with the Cisco Webex App. Deployment of the Cisco Webex application to end-user devices will be Client’s responsibility. Client must provide a list of users that will need softphone capabilities within the Cisco Webex App for proper configuration. The Cisco Webex App will use the same device type (Client Services Framework) as the Cisco Jabber client in CUCM. All licensing is Client’s responsibility.

Project Objectives

- Discover and plan for Webex App configuration and deployment.
- Configure Webex Control Hub for hybrid calling.
- Verify Cisco Expressway Configuration for off-network Webex App usage.
- Upgrade Cisco Expressway as required.
- Configure Single Sign On (SSO) on appropriate applications.
- Implement configuration changes for proper Webex App softphone calling.
- Perform testing and validation of successful implementation.
- Provide up to eight hours of Day 1 support.

Project Scope and Phases

Discovery

Kickoff Meeting

1. Netsync will conduct a kickoff meeting:
 - a. Identify and introduce key stakeholders, who will participate in developing the definition of requirements for success.
 - b. Identify project goals, success criteria, and timeline, including but not limited to:
 - i. Review SOW.
 - ii. Confirm contacts needed to gain entry and perform work in the buildings.
 - iii. Confirm any holidays or “non-working” hours for the installation.
 - iv. Confirm any Client-required change control processes and any potential impacts that these processes may have on the installation schedule.
 - v. Schedule technical discovery meeting(s).
 - vi. Review and discuss invoicing preferences and applicable billing milestones.

Planning

1. Netsync will work with Client to verify access for appropriate systems.
2. Netsync will work with Client to develop a test plan and obtain Client approval and signature.

Equipment Receipt, Staging, and Delivery

No equipment will be received as part of this project. This is a services-only project.

Implementation

Implementation will begin only after Discovery and Planning are 100% complete. Client representative must be onsite to receive hardware and sign packing slip prior to installation.

1. Netsync will configure Webex Control Hub for hybrid calling.
 - a. Enable users in Webex Control Hub, up to 50, for Webex app calling by enabling the proper licensing.
 - b. Enable hybrid calling in Webex Control Hub.
2. Client may need to verify and claim their domain in Control Hub for proper functionality.
 - a. Netsync can work with Client to set up proper DNS records.
3. SSO will need to be configured for the proper domain when users log in to the Webex App.
4. Netsync will verify Cisco Expressway configuration.
 - a. For users that want to use the Webex App when not connected to the local Williamson County network, they will connect through the Cisco Expressway cluster using Mobile and Remote Access.
 - i. Netsync will verify the configuration of the Expressway cluster and remedy any issues that may be present.

- ii. If any SSL certificates are required, Client will be responsible for the purchase of these certificates.
 - iii. Netsync will upgrade the Expressway cluster, if required.
5. Netsync will verify that SSO is configured and functional for Webex Control Hub and Communications Manager.
 - a. If SSO is not functional or configured, then Client will need to assist with the proper configuration and will need to provide a supported Identity Provider (IdP).
6. Netsync will configure Cisco Unified Communications Manager as appropriate for the Cisco Webex App.
 - a. Client is already using the Client Services Framework (CSF) device type, TCT (iOS) device type and BOT (Android) device type for the current Cisco Jabber deployment. The Cisco Webex App uses the same device types.
 - b. Up to 50 Webex App devices will be configured at a maximum for this project. Client must provide a list of appropriate users.
 - c. Client has requested that Netsync set up two groups as part of this project:
 - i. 15 users of various device types will be set up as a test pilot.
 - ii. An additional 35 users will be set up after completion of the test pilot.

Testing and Validation

Netsync will test functions as described in the pre-approved test plan.

Knowledge Transfer

1. Netsync will provide four hours of knowledge transfer for up to five Client attendees. Before the project start, Netsync will work with Client to define the specific location, the schedule, and any additional topics for the knowledge transfer session(s). The following topics will be covered:
 - a. Features of products and technologies as deployed in the solution.
 - b. Review of the as-built documentation to familiarize Client with the overall solution and key configuration details.
 - c. Basic administration and common operational tasks.
 - d. Reinstallation and/or reconfiguration in case of failure.
 - e. Monitoring, testing, and maintaining the products deployed in the solution.
 - f. Warranty and support procedures for all products deployed in the solution.
 - g. Additional Client questions or topic requests.
2. If it is determined that the duration of knowledge transfer requested by Client will exceed the hours stated above, then Netsync can provide supplementary session(s) at an additional hourly rate.

Note: Knowledge transfer is intended to provide familiarity and conceptual understanding of the specific technologies deployed within this SOW. It is not intended to be comprehensive technical training. The included session(s) may not provide Client all of the necessary knowledge and skills to fully manage, monitor, and maintain the solution. Netsync recommends formal training from the solution vendor(s) to address those needs.

Project Prerequisites

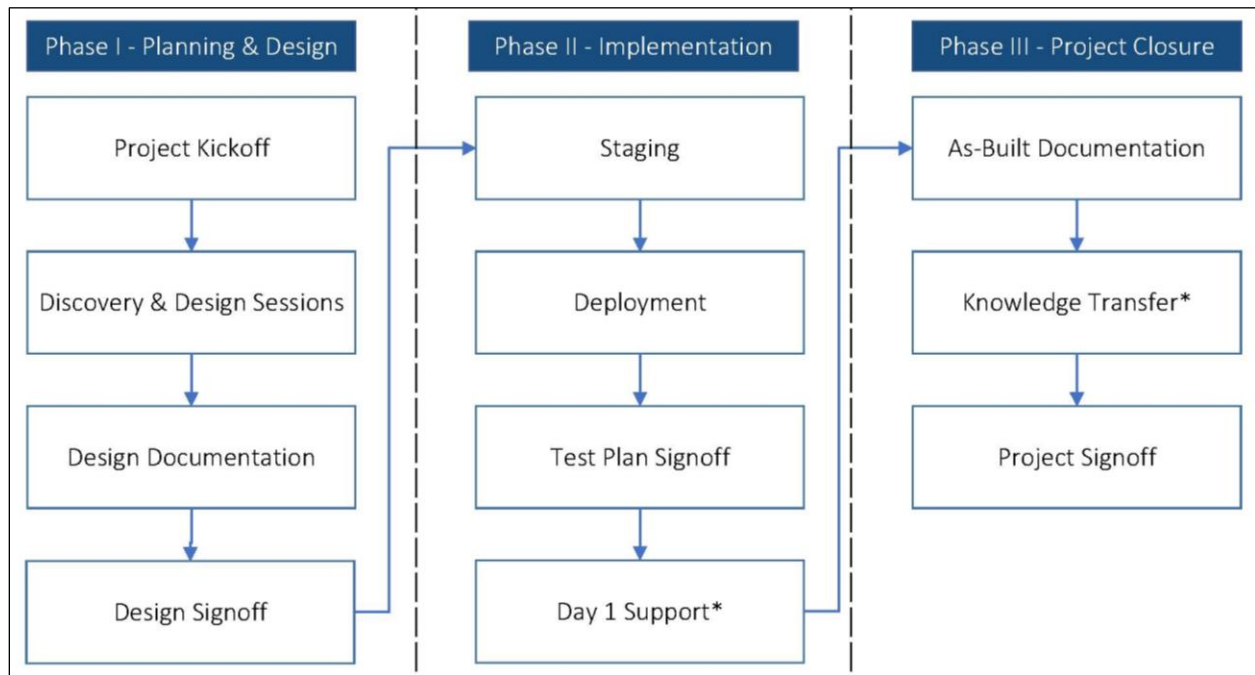
1. Client will provide Netsync all necessary hardware and information on current environment.
2. Client will provide Netsync local and remote administrative credentials (root access) to all equipment to be accessed during the process of this SOW.
3. Client will make available authorized personnel during the project with a working knowledge of existing network infrastructure for facility access, questions, and clarification of issues.
4. Client will provide Netsync access to all work locations, along with safety, access, security, and emergency protocols.
5. Client will obtain all necessary work permits.
6. Client will provide a work area for Netsync to use, as needed, during on-site activities to include internet and public phone access.
7. Client will provide parking passes and adequate parking for the Netsync project team.
8. Client must provide a supported IdP as listed at <https://help.webex.com/en-us/article/lfu88u/Single-Sign-On-Integration-in-Control-Hub>.
 - a. Other SSO providers may work, but may not be fully supported.
9. Any publicly-signed SSL certificates that are required to be purchased will be Client's responsibility.
10. Client is responsible for deployment of the Webex App on end-user devices.
11. Client will comply with all physical and environmental requirements per vendor specifications.

Project Management

Netsync approaches all projects using standard Project Management Institute (PMI) methodologies and processes. Once a Project Manager (PM) is assigned, a project kickoff meeting will be held with Client, the PM, the Account Manager (AM), and assigned technical resource(s) to ensure each party is in alignment with all aspects of this SOW. The PM will also perform the following project management activities throughout the engagement to ensure Client expectations are consistently met and the project is delivered on time and within the established budget:

- Create the Project Plan.
- Ensure that accurate and timely status updates, action items, and scheduled tasks are received by the assigned resource(s) and uploaded as entries to Client's applicable project portal. The PM will ensure status information clearly reaches Client to also include milestone updates.
- Lead project meetings with Client and the Netsync project team.
- Oversee a quality assurance review of documentation-based deliverables before providing to Client.

Project Management Office (PMO) Project Lifecycle



* Denotes that the step in the process may or may not be applicable based on SOW.

Project Updates

- Client will receive email alerts indicating an update has been made to the Notes-Status-Issues Log portal web part for the following communication entry types:
 - Meeting Notes.
 - Project Plan.
 - Status Update(s).
 - Issue Tracking.
- If Client wishes not to use the Netsync project portal, then Client has the option to request direct email correspondence from the Netsync PM for all communication and updates.

Project Scope Change Requests

Netsync is fully committed to completing this project on time and within the established budget. All scope changes and out-of-scope (OOS) requests must be clearly communicated to the AM or PM before those changes or requests are acted on or performed by the assigned resource(s). The following outlines the scope change or OOS request procedure:

1. The PM and Client project team will identify required changes.
2. The PM will submit a Project Change Request Form (CR).
3. The PM will submit the CR to Client for subsequent approval and sign-off.
4. Client will return a signed copy of the CR.

All other terms within the original SOW, in addition to the signed CR, will remain intact.

Project Documentation

Netsync will provide Client the following documentation:

Included (Yes/No)	Document Type	Owner	Description	Frequency
Documentation				
Yes	Statement of Work (SOW)/High-Level Design (HLD)	Solutions Architect and Account Manager	Description of scope based on presales discussions, preliminary walkthroughs, and data gathering sessions. This SOW is the HLD, and presents and illustrates the overall solution.	Once
Yes	Low-Level Design (LLD)	Engineer	The LLD will replace all existing HLDs upon receipt of a purchase order and subsequent full walkthroughs and formal post-sales planning and design sessions. The LLD will be a fully executed document agreed to by both parties before implementation begins.	Once
Yes	Project Plan	PM and Senior Lead Engineer	Task list, schedule, contact list, meeting notes, status, risk, and issue tracking.	Ongoing
No	Method of Procedure (MOP)	PM and Senior Lead Engineer	Detailed implementation plan.	Once
Yes	As-Built	Senior Lead Engineer	Post-implementation technical documentation of new configuration(s) and applicable support information.	Once
Yes	Project Sign-off	PM and Client	Deliverables acceptance.	Once

Deliverables Acceptance

Client will acknowledge receipt and acceptance, or rejection of all deliverables associated with this SOW within 10 business days of delivery (not including federal holidays). If such acknowledgement is not received within this period, then all deliverables will be deemed acknowledged and accepted.

Project Risks and Assumptions

1. Client will participate in all design and planning sessions and be prepared to sign off on all milestones.
2. Client will provide Netsync with full access to the relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services. If Client's only method of providing Netsync remote access is through screen share, then additional fees may apply due to project duration extensions.
3. Unless otherwise noted, all estimates are based on a single implementation trip, per site. Client may be charged additional fees for additional onsite meetings.
4. Multiple outages may occur due to the nature of this project; however, they will all occur at scheduled and approved times.
5. Client delays to provide Netsync the necessary data to accomplish each task may result in timeline changes.
6. Netsync is not responsible for project delays caused by other vendors and/or manufacturing issues that may impede progress and/or closure of Netsync SOW deliverables.
7. This SOW assumes that the engagement will be a combination of on-site and remote work to drive efficiency. If Client requires a 100% on-site engagement, then Client must notify Netsync before agreeing to this SOW.
8. If Client requires a copy of Netsync's standard Certificate of Insurance (COI) with Client-added endorsements, then it should allow up to 10 business days for delivery.
9. Netsync is not responsible for the functionality of Client-provided existing equipment or licenses, and assumes that existing equipment and software is under a valid support contract.
10. Anything not specifically stated in this document is outside the scope of this SOW.

Service Level Agreement

Hours of Operation

Standard hours of operation are **8:00 AM to 5:00 PM local time Monday through Friday**. Netsync understands that due to the nature of the industry and work performed, after-hours and weekend availability are often required. In the event Netsync resources are required to perform work outside of the standard hours of operation, agreed-upon work windows will be discussed and subsequently documented via email.

- Client will provide Netsync a minimum of three business days' notification for any non-emergency maintenance windows or periods of time.
- Netsync will provide Client the best level of support for emergency maintenance windows based on qualified staff resource availability.
- A Client project stakeholder or technical contact must be either on location or on-call during the agreed upon after-hours and/or weekend work window(s).

Pricing and Fees

Fee Type

Fixed Price: The proposed hours are fixed. Additional hours required for in-scope work will not be invoiced unless OOS work is required.

Invoicing Type

Invoice terms are based on credit approval.

Unless specifically noted in the master services agreement (MSA) between Client and Netsync, if applicable, Netsync will use the following invoicing type:

- **Milestone Invoicing:** A portion of the project will be invoiced based on achieving the following milestones in the project plan (see milestone table below); the PM will work with Client, the AM, and Accounting for appropriate invoicing.

Netsync will send Client invoice(s) on Net 30 terms for all applicable hardware, supplemental material, and licenses immediately after delivery and receipt of signed packing/delivery slips.

Project Milestones

This price is based on work taking place during standard hours of operations, **8:00 AM to 5:00 PM local time Monday through Friday**. Additional charges may be incurred for efforts that must be performed outside of this time frame.

Milestone	Percent Billed (%)*
Discovery and Planning	25%
Low-Level Design (LLD)	25%
Implementation	25%
Project Closure/Final Deliverables	25%
Total	100%

*See Netsync quote for project cost.

Agreed By

By signature below, Client and Netsync acknowledge and agree to this statement of work (SOW).

Client Contact Signature

Printed Name

Title

Williamson County

Company Name

Date

Nicole Nordhougen

Netsync Contact Signature

Nicole Nordhougen

Printed Name

General Counsel

Title

Netsync Network Solutions

Company Name

06 / 03 / 2025

Date

About Netsync

Netsync Network Solutions is a Minority-Owned Business (MBE) and Women-Owned Small Business (WOSB) value-added reseller (VAR), specializing in comprehensive IT life cycle solutions, including collaboration, data center, cloud, network infrastructure, wireless, physical and network security, end-user computing and virtual desktop infrastructure (VDI), optical/WAN, and managed services.

Based in Houston, TX, with satellite locations across the United States, Netsync uses a blended approach that is both consultative and collaborative. We work with our clients to assess their needs, architect innovative technology solutions to meet those needs, and offer 24x7 access to our team of engineering experts who exceed clients' expectations. This approach has earned Netsync numerous customer service excellence awards and recognition as a progressive partner that introduces the newest, best-of-breed products and solutions to clients.

As a Cisco Gold Integrator, Master Collaboration, Master Networking, Master Security, Master Service Provider, and Customer Experience (CX) Partner; an HP Amplify Power Services Partner; a Dell Platinum Partner; and an Intel Platinum Partner; and holding certifications and specializations from many of the industry's best manufacturers, Netsync has built its reputation serving the public sector/SLED market.

We have extensive experience deploying complex IT solutions for K-12 and higher education institutions, civic organizations, municipalities, and government agencies. Our enterprise focus is on large-scale implementations for corporate clients across a diverse array of industries, including financial services, energy, healthcare, retail, manufacturing, and service provider.

Regardless of vertical, Netsync is dedicated to helping clients take full advantage of their technology investments. We provide advanced end-to-end IT solutions that align with an organization's strategic objectives to enhance productivity, increase efficiency, reduce cost, and drive growth.

Corporate HQ: Netsync Network Solutions
2500 West Loop South, Suite 410
Houston, TX 77027

O: 713.218.5000 | F: 713.664.9964 | T: 866.974.5959 | W: www.netsync.com

Appendix

Bill of Materials (BOM)

Part	Description	Duration	Qty.
Main Site			
Labor			
NET-PRO-SRVC	Installation & Deployment per SOW. UC: Voice NEW Install		4

Exhibit "B"



NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE



Quote #:	
Date:	05/07/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County rory.tierney@wilcotx.gov 512-943-1457	Amy MartinezNagy Amartineznagy@netsync.com (m) 9563760935	David D Tijerina dtijerina@netsync.com 512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Cisco Webex App to replace the Cisco Jabber client					Sub Total 17,500.00
Labor					
1.0	NET-PRO-SRVC	Installation & Deployment per SoW. UC: Voice NEW Install	4	4,375.00	17,500.00

Notes:

Webex App Deployment

Cybersecurity Products and Services | DIR-CPO-4866

Total	17,500.00
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	17,500.00

CERTIFICATE *of* SIGNATURE

REF. NUMBER
AWTQV-DX5WL-K2QQ5-IEBSG

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2025 20:59:15 UTC

SIGNER

LEGAL DEPARTMENT

EMAIL
LEGAL@NETSYNC.COM

TIMESTAMP

SENT
03 JUN 2025 20:28:47 UTC
VIEWED
03 JUN 2025 20:56:07 UTC
SIGNED
03 JUN 2025 20:59:15 UTC

SIGNATURE

Nicole Nordhougen

IP ADDRESS
184.99.158.224

LOCATION
FARGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2025 20:56:07 UTC

