

INFORMATION TECHNOLOGY STAFF AUGMENTATION AGREEMENT

THIS INFORMATION TECHNOLOGY STAFF AUGMENTATION AGREEMENT ("Agreement") between GTS Technology Solutions, Inc., a Domestic For-Profit Corporation organized and existing under the laws of the State of Texas, (hereinafter "GTS"), with its principal place of business at 9211 Waterford Centre Blvd., Suite 275, Austin, Texas, 78758, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 S. Main Street, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Staff Augmentation

- 1.1 General Requirements: A Staff Augmentation Proposal ("Proposal") is attached hereto, and the terms therein are incorporated in this Agreement. GTS agrees to provide staff augmentation services (hereinafter "GTS Personnel") to perform information technology ("IT") related services on a temporary basis. GTS will provide GTS Personnel with qualifications, certifications, and technical skills that are reasonably necessary to meet the County's requirements.
- 1.2 Background Checks: GTS shall conduct background checks, employment verification, and any additional screenings required by County or applicable law.
- 1.3 Employer of Record: GTS is and shall remain the sole employer of GTS Personnel and is responsible for all wages, payroll taxes, benefit administration, and employment-related obligations. GTS retains authority regarding hiring, discipline, reassignment, and termination of GTS Personnel.
- 1.4 Compliance with Laws: GTS shall comply with all applicable federal and Texas laws, including but not limited to the Texas Labor Code.
- 1.5 Confidential Information: GTS Personnel may access County's confidential information, including IT systems, data, and security credentials. GTS shall ensure all GTS Personnel sign confidentiality agreements and comply with all County cybersecurity, data privacy, and access policies.
- 1.6 Replacement: GTS Personnel shall perform their duties professionally and competently. If County becomes dissatisfied with any GTS Personnel, County may request a replacement, and GTS shall promptly replace the GTS Personnel.

2. Term and Termination

- 2.1 This Agreement shall be in full force and effect when signed by all parties and shall continue for twelve (12) months.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay GTS for all work performed 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), 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.

3. Payment, Taxes and Expenses

3.1 Payment. GTS will be compensated based on the hours GTS Personnel worked, in accordance with the Staffing Augmentation Proposal. County shall reimburse GTS for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the Staff Augmentation Proposal, Consultant will invoice County semi-monthly for Services. County's payment of the services 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 GTS of the discrepancy. Following County's notification of any discrepancy as to an invoice, GTS 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 (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 Taxes. County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County shall provide GTS with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

3.3 Expenses. In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, 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.

4. Intentionally Omitted

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by GTS to County under this Agreement will remain GTS's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at GTS's request. Except as otherwise required by law, County may not disclose, without GTS'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 GTS, or GTS Personnel, will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. GTS, or GTS Personnel, 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 GTS for the disclosure to the public, or to any person or persons, of any items or information furnished to County by GTS 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. Intentionally Omitted

8. Indemnification

GTS 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) ARISING OUT OF OR RELATED TO ANY NEGLIGENT ACT, ERROR, OMISSIONS, OR WILLFUL MISCONDUCT OF THE GTS AND/OR GTS PERSONNEL, OR ITS AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS OBLIGATION IS CONDITIONED UPON THE COUNTY PROVIDING GTS WITH PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM, AND GTS 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.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Intentionally Omitted

12. 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 attorneys 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.

13. General

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

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

13.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. GTS 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.

13.9 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.

13.10 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.

13.11 Entire Agreement. This Agreement (including any Proposal 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 GTS has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

GTS TECHNOLOGY SOLUTIONS, INC.

Signed by:
BY: Tamara Chambless
CDF1E3707211414...

NAME: Tamara Chambless

TITLE: Recruiting Manager

DATE: 11/24/2025 _____, 20

WILLIAMSON COUNTY, TEXAS

BY: _____
As Presiding Officer,
Williamson County Commissioners Court

DATE: _____, 20

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 25 2025 Time: 9:45 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 25 2025 Time: 8:58 am



Staff Augmentation Proposal

Date: 11/17/2025

Customer: Williamson County

Contact: [REDACTED]

Contact Email: [REDACTED]

DIR Contract#: DIR-CPO-5721

	Staff Augmentation	Bill Rate / Hour	Total
1.	DIR ITSAC	TBD	\$60,480.00

Assignment:

GTS will provide staff augmentation services to Williamson County under the DIR ITSAC contract for all approved titles and levels. Resources will be recruited, onboarded, and fully vetted by GTS, while day-to-day management, task assignments, and performance oversight will remain the responsibility of the client.

Time Frame:

FY2026

Williamson County will not pay any additional fees or charges to convert a temporary IT professional to full-time County employment if the worker is hired by the County after 1040 hours of consecutive work.

If Williamson County chooses to convert any contractor to a permanent employee before the 1040 hours they will refer to the conversion table below:

Number of Hours	Conversion fee
1- 520	20%
520-1039	10%
1040	No Conversion Fee

Renewal Option:

Williamson County can renew for additional day(s) under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by Williamson County.

Background Requirements:

All GTS personnel working for Williamson County must be able to pass an extensive background investigation from Criminal Justice Information Systems (CJIS). No felony or Class A misdemeanor convictions. No Class B misdemeanor convictions within the last ten (10) years.

Jenny Kertsos

Account Executive, Staffing

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