

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

WILLIAMSON COUNTY, TEXAS

AND

Datamanusa, LLC

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (*the "Agreement"*) is made and entered into this day by and between Williamson County ("*County*"), Texas, a political subdivision of the State of Texas, (*the "County"*) and Datamanusa, LLC. (*the "Consultant"*).

WHEREAS, *County* desires to obtain professional consulting services to upgrade and expand its SharePoint Application. (*the "Project"*)

WHEREAS, *Consultant* has the professional ability and expertise to provide **SharePoint** application upgrade and application delivery following guides of best practices, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Consultant* agree to the performance of the professional services by *Consultant* and the payment for these services by *County* as set forth herein.

Section I Employment of the Consultant

County agrees to employ *Consultant* and *Consultant* agrees to perform professional consulting services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the *County's Project Manager*. Except as otherwise specifically set forth herein, if the *County's Project Manager* cannot resolve a dispute between *County* and *Consultant*, such dispute shall be submitted the *County's Commissioners Court*. The *County's Commissioners Court* shall have complete authority for the purpose of resolving disputes between *County* and *Consultant* and the decision of the *County's Commissioners Court* shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II Basic Services of the Consultant

- A. In consideration of the compensation herein provided, *Consultant* shall perform professional consulting services for the *Project*, which are acceptable to the *County*, based on standard practices within the industry and the scope of work described on the Exhibit attached to this *Agreement* and as otherwise described herein. Furthermore, *Consultant* shall serve as *County's* professional consultant in those phases of the *Project* to which this *Agreement* applies and will consult with and give advice to *County* during the performance of *Consultant's* services.
- B. *Consultant* shall not commence work until *Consultant* has been thoroughly briefed on the scope

of the *Project*

- C. *County* shall provide *Consultant* with all existing plans, reports and other data, to the extent any exist, in its possession relative to this particular *Project*, at no cost to *Consultant*; however, any and all such information shall remain the property of *County* and shall be returned to *County* upon completion of the Project.

Section III Payment of Fees

- A. Payment will be made within thirty (30) days of receipt in the County Auditor's Office of a correct invoice or billing statement. Invoices may not be submitted for goods received or work performed more than ninety (90) days prior to the date of receipt. Each invoice presented must include the County's contract name and number. The invoice must identify the vendor identification number or social security number, a description of the services provided the name and department of the contract administrator. The invoices must be submitted to: Williamson County Auditor's Office, 301 SE Inner Loop, Suite 106, and Georgetown, Texas 78626. Payment will be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

Section IV Period of Service and Termination

This contract is effective for the period beginning May 24th as tasks are completed. Thereafter, this Contract shall be reviewed, negotiated, and approved by Commissioner's Court for renewal. The contract may be terminated by either the *Consultant* or the *County* by delivering written notice of termination to the other party at least ninety (90) days prior to the proposed termination date. Upon termination of this Contract, *Consultant* shall have an additional three (3) months to reduce to judgment and sale all tax collection lawsuits filed, and collect all bankruptcy claims filed prior to the termination date and shall have the right to compensation of fees earned due to those suits during this (3) month period.

Section V Coordination with the County

- A. The *County's Commissioners Court* designates the Williamson County Technology Services, IT Application Director as the *County's Project Manager* (the "*Project Manager*") and the primary point of contact between the *County* and *Consultant*. The *Project Manager* will act on behalf of *County* with respect to the work to be performed under this *Agreement*. The *Project Manager* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Consultant's* services.
- B. Consultant shall furnish County all reasonable assistance necessary for the Project.

Section VI
Venue to Work

- A. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- B. **Work Location:**
Williamson County Information Service Department
301 S.E. Innerloop
Suite 105
Georgetown, TX 78626
- C. **Hours:**
Standard business hours unless otherwise approved.
8:00am – 5:00 pm M-F . Excludes County Holidays

Section VII
Consultant's Responsibility and Liability

- A. **Consultant** covenants to undertake no task in which a professional license or certificate is required unless it or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Consultant** shall inform **County** of such event within five working days. In the event a licensed professional working for the **Consultant** suffers a suspension or revocation of professional licenses or certifications and the **Consultant** has no other professional with like kind credentials to continue the **Project**, the **Consultant** shall bear the burden and any additional cost of employing a replacement professional with proper credentials.
- D. **Consultant** shall be responsible for conformance with applicable federal, state and local laws in effect.
- E. Acceptance and approval of the **Consultant's** work by **County** shall not release **Consultant** of any responsibility or liability for the accuracy and competency of its work performed under this **Agreement**. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in any work performed by **Consultant**.
- D. **CONSULTANT SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT OR ANY OF ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE**

NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS.

- E. *Consultant* shall perform all services and responsibilities required of *Consultant* under this *Agreement* in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the *Project*.
- F. *Consultant* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this *Agreement* and that *Consultant* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* may, at its discretion, approve the assignment and release of all key *Consultant* and professional personnel.
- G. All employees of *Consultant* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Consultant*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall, upon *County's* request, be immediately removed from association with the *Project*. For a period of two years following the Final Completion or the termination of this *Agreement*, whichever event occurs first, *Consultant* understands he/she/it is strictly prohibited from consulting with or employing any previous Williamson County employee. For a period of two years following the Final Completion or termination of this *Agreement*, whichever event occurs first, *County* agrees that it shall not employ or contract with any employee, agent or representative of *Consultant*, whether present or future, who shall at any time hereafter have performed any professional services on the *Project* on behalf of *Consultant*.
- H. *Consultant* Hourly rate of \$59 includes all expenses accrued by the *Consultant*, during the duration of the project.
- I. *Consultant* shall place its endorsement on all documents and consulting data furnished to *County*.
- J. *Consultant* is an independent contractor under this *Agreement*. Neither it, nor any officer, agent or employee of *Consultant* shall be classified as an employee of *County*.
- K. *Consultant* and any of its officers, agents, and employees may be required to submit and successfully pass a finger-print criminal history investigation as required by the Texas Department of Public Safety for access to restricted Local, State and Federal databases.
- L. *Consultant* must report within five (5) days to *County* any civil or criminal litigation to which *Consultant* or any of its officers or directors is now or hereafter made a party. The *Consultant* also understands that the loss of Texas Department of Public Safety access to

restricted databases may result in termination of this *Agreement*, removal/replacement of ancillary personnel, etc. to this *Project*.

Section VIII Ownership of Documents

- A. Any and all documents, reports, specifications, data prepared, written opinions or other types of work products produced by *Consultant* during the term of this *Agreement* are the property of *County* and upon completion of the work or termination of this *Agreement* or as otherwise instructed by *County*, shall be delivered to *County* in an organized fashion with at least five written and one CD product manual with *Consultant* retaining a copy.
- B. Any reuse by *Consultant* of any such documents described in subsection A. above, without the specific written consent of *County*, is prohibited. The *Consultant* is prohibited from releasing sensitive or strategic information such as physical locations of critical infrastructure, staffing models, or district boundary information, Grade of Service information, or response time data.

Section IV Miscellaneous

- A. **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.
- B. **Venue and Governing Law.** It is contemplated that this *Agreement* shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this *Agreement* shall lie exclusively in Williamson County, Texas. This *Agreement* shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Consultant* agrees, during the performance of the services under this *Agreement*, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Consultant.** *Consultant* certifies that neither *Consultant* nor any members of *Consultant's* firm has:

- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Consultant**) to solicit or secure the work provided by the **Agreement**.
- (2) Agreed, as an expressed or implied condition for obtaining this **Agreement**, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this **Agreement**.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Consultant**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this **Agreement**.

Consultant further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this **Agreement** and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be effected by personal delivery, by telecopier, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

CONSULTANT: Datamanusa, LLC
6890 S. Tucson Way, Suite 100
Centennial CO 80112

COUNTY: Dan A. Gattis
Williamson County Judge
710 S. Main, Suite 106
Georgetown, Texas 78626

with copy to: Alison Whetston
Williamson County
Application Director
301 S.E. Inner Loop
Suite 105
Georgetown, Texas 78626

with copy to: Hal Hawes (or successor)
Williamson County Attorney
710 Main St.

Georgetown, Texas 78626

- F. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Consultant** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Consultant** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Consultant** is delinquent in the payment of property taxes.
- G. **Successors and Assigns.** This **Agreement** shall be binding upon and inure to the benefit of **County** and **Consultant** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Consultant** may assign, sublet, or transfer its interest in or obligations under this **Agreement** without the written consent of the other party hereto.
- H. **Bidding Exemption.** This **Agreement** is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- I. **Taxpayer Identification.** **Consultant** shall provide to **County** upon submittal of **Consultant's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- J. **Compliance with Laws.** **Consultant** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this **Agreement**, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Consultant** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- K. **Gender, Number and Headings.** Words of any gender used in this **Agreement** shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this **Agreement**.
- L. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the **Agreement** are incorporated by reference as if set forth verbatim herein.
- M. **Entity Status.** By my signature below, I certify that **Consultant** is a corporation, duly authorized to transact and do business in the State of Texas.

- N. **Acknowledgement.** As a duly authorized representative of **Consultant**, I acknowledge, by my signature below, that I have read and understand the above paragraphs and that **Consultant** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- O. **Independent Contractor Status.** Both parties hereto, 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. The **Consultant** shall be responsible for providing all necessary unemployment and workers' compensation insurance for the **Consultant's** employees.
- P. **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 or employees, 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.
- Q. **Texas Public Information Act.** 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 data furnished to **County** as to whether or not the same are 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 any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- R. **Interest and Late Payments.** **County's** payment for goods and 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 **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 (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- S. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this *Agreement* and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this *Agreement*.
- T. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I through X of this *Agreement* and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this *Agreement*, the terms and conditions set forth in Sections I through X of this *Agreement* shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this *Agreement*.
- U. ***Entire Agreement.*** This *Agreement* represents the entire and integrated *Agreement* between *County* and *Consultant* and supersedes all prior negotiations, representations, or agreements, either oral or written. This *Agreement* may be amended only by written instrument signed by both *County* and *Consultant*. 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.

EXECUTED this 12 day of May, ~~2010~~²⁰¹¹

Consultant:

County:

BY: [Signature]
BY: [Signature]

Printed Name: Jason Hargrove
Title: Account Manager
Title: Account Manager

Printed Name: Jason Hargrove
[Signature]
County Judge Dan Lattis

Reviewed as to Form By:

Hal Hawes
Assistant County Attorney

James Gilger
Contract Auditor

EXHIBIT II

COMPENSATION FOR PROFESSIONAL SERVICES

NOT-TO-EXCEED FEE

SECTION 1 - BASIS FOR COMPENSATION

The not-to-exceed fee for each milestone/task shall be paid upon completion and approval utilizing the Work Authorization/Change Management/Approval form in EXHIBIT V.

SECTION 2 - NOT-TO- EXCEED FEE

- 2.1 Except for the additional compensation for finally completing the *Basic Scope of Services* described in this *Agreement*, *Consultant* and *County* acknowledge the fact that the not-to-exceed fee set forth under Section 1. above is the total costs of services to be rendered under this *Agreement* for the *Basic Scope of Services*. *Consultant* shall only be entitled to compensation for the actual work performed.

SECTION 3 - ADDITIONAL SERVICES

- 3.1 *Consultant* shall be compensated for extra services not included in the *Basic Scope of Services* described in this *Agreement* on the basis specified in Exhibit III; however, *Consultant* shall not be compensated for work made necessary by *Consultant's* negligent errors or omissions.
- 3.2 The maximum amount payable under the *Agreement* for both *Basic Scope of Services* and *Additional Services*, if any, shall be XXXXX (the "*Compensation Cap*"), provided that any amounts paid or payable shall be solely pursuant to a validly issued by Scope. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Consultant* shall provide *County* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County* will be accompanied by an original, complete packet of supporting documentation. Weekly time cards are required with a description of the work performed. Invoices for *Basic Scope of Services* should contain a representation of the percentage of completion relative to that segment of the *Project*. Invoices for *Additional Services* that are not considered deliverable-based services should detail hours worked by staff person, with a description of the work performed by individuals.

EXHIBIT II

| # | Task/milestone | Estimated Hours to Completion(not to exceed) | Rate | Total |
|---|--|--|------|---------|
| 1 | Review Project Scope and make any required changes | 40 | \$59 | \$2,360 |
| 2 | Migrate SharePoint wss 3.0 to SharePoint 2010 in virtual environment. Convert current content. | 20-80 | \$59 | \$4,720 |
| 3 | Upgrade from sql express to SQL Server 2008 | 20-80 | \$59 | \$4,720 |
| 4 | Develop backup and restore process with documentation. | 40 | \$59 | \$2,360 |
| 5 | Develop test plan for county Sign-off | 20-40 | \$59 | \$2,360 |
| 6 | Develop training sign-up Application <ul style="list-style-type: none">• Online sign-up Form• Email notification• 3 level workflow• Import current employee and class history• Calendar• Track history of employee training course history• NT authentication allowing employees to review their course history | 80-120 | \$59 | \$7,080 |
| 7 | Develop departmental inventory systems <ul style="list-style-type: none">• Allow manager to assign/remove inventory to an employee. | 80-120 | \$59 | \$7,080 |

| | | | | |
|----|---|--------|------|----------|
| | <ul style="list-style-type: none"> • Send workflow for employee acceptance of inventory. • View only access for employee | | | |
| 8 | <u>Develop Work order system</u> <ul style="list-style-type: none"> • On-line work order form • 3 level workflow • Close work order • View work order history by various queries | 80-120 | \$59 | \$7,080 |
| 9 | Create and deliver training on the above applications. | 40-80 | \$59 | \$4,720 |
| 10 | Total Cost | | \$59 | \$45,480 |

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EXHIBIT III

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Consultant* to follow upon receipt of Notice of Termination from County:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Consultant* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this *Agreement* and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this *Agreement*. Within thirty (30) days after the effective date of Termination, *Consultant* shall submit a statement, showing in detail the services performed under this *Agreement* prior to the effective date of termination.
2. Copies of all completed or partially completed reports, opinions or other types of work products prepared under this *Agreement* prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Consultant* for approved services actually performed under this *Agreement*, less previous payments.
4. Failure by *Consultant* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Consultant* of any and all rights or claims to collect the fee that *Consultant* may rightfully be entitled to for services performed under this *Agreement*.

Procedures for *Consultant* to follow upon receipt of Notice of Suspension from County:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Consultant* shall, unless the Notice of Suspension otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this *Agreement*. Within thirty (30) days after the effective date of suspension, *Consultant* shall submit a statement detailing the services performed under this *Agreement* prior to the effective date of suspension. Copies of all completed or partially completed reports, opinions or other types of work products prepared under this *Agreement* prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Consultant* unless requested by *County*.
2. During the period of suspension, *Consultant* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this *Agreement*, less previous payments.

Procedures for *Consultant* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Consultant* exercises such right to terminate, within thirty (30) days after the effective date of the termination, *Consultant* shall submit a statement detailing the service performed under this *Agreement* prior to the effective date of termination.
2. Copies of all completed or partially completed reports, opinions or other types of work products shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met *County* shall pay *Consultant* for approved services actually performed under this *Agreement*, less previous payments.
3. Failure by *Consultant* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Consultant* of any and all rights or claims to collect the fee that *Consultant* may rightfully be entitled to for services performed under this *Agreement*.

EXHIBIT IV

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. *Consultant* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Consultant* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Consultant* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Consultant* will, in all solicitations or advertisements for employees placed by or on behalf of *Consultant*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin

WORK AUTHORIZATION/CHANGE MANAGEMENT/ APPROVAL

This Work Authorization is made pursuant to the terms and conditions of the **Agreement** entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Datamanusa, LLC (*the "Consultant"*).

Part 1. The **Consultant** will provide the following described portion and/or tasks of the **Basic Scope of Services**:

Part 2. The maximum amount payable for services under this Work Authorization, without modification, is \$ 45,480.

Part 3. Payment to the **Consultant** for the services established under this Work Authorization shall be made upon completion of the above described portion and/or tasks, in accordance with the **Agreement**.

Part 4. This Work Authorization shall become effective on the date of the last party's execution of same and the work subject hereof shall be completed on or before _____, _____.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:

Datamanusa, LLC

COUNTY:
WILLIAMSON COUNTY, TEXAS

By: _____

Signature

Account Manager

Representative Capacity

By: _____

Alison Whetston

Project Manager

Date: _____, 2011

Date: May 12, 2011