

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between CedarCrestone, Inc., a corporation organized and existing under the laws of the State of Delaware, (hereinafter "Consultant"), with its principal place of business at 1255 Alderman Drive, Alpharetta, GA 30005 and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

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

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

3.1 County agrees to pay Consultant the firm fixed fee set forth in the SOW, which includes all out-of-pocket expenses incurred by consultant in the performance of this Agreement. County shall reimburse Consultant for reasonable travel expenses as set forth in the SOW.

Payment of Consultant's fixed fee shall be made by County in a single payment when the County has signed off on the assessment and approved the Deliverables, Services and the Project as a whole. At such time, Consultant shall invoice County for payment of the Services and Deliverables, as well as payment of allowed travel expenses. Consultant's invoice for travel expenses must include an extract from Consultant's billing system which details the costs paid by Consultant for travel. County's payment of the Services, Deliverables and allowed travel expenses shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

4. Ownership and License

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

5. Confidential Information

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

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

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

6. Relationship between the Parties

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

7. Warranties

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

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

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

8. Indemnification

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

9. Limitation of Liability

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

10. Change Order

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Order"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss

of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Orders shall be subject to the following terms:

- i. Disputes regarding Change Orders shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Each Change Order relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;
- iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Order, the terms and conditions of this Agreement shall control unless the Change Orders specifically states that the parties intend to modify a specific term or condition of this Agreement.

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 except that Consultant may assign its right to payment if required to do so under a banking or surety 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.

Consultant further agrees that County or its duly authorized representatives (note: third party representative's shall be limited to certified public accountants or similar professionals owing a duty to the general public and who are professionally licensed) shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and obtain copies of the records of Consultant, which are determinative to amounts charged for services to be performed under this Agreement. Audits shall be conducted consistent with generally accepted auditing standards in the United States. To the extent such materials cannot be adequately provided to the County in electronic format by remote access, Consultant agrees to

provision physical access for the County during normal working hours at Consultant facilities as reasonably necessary to conduct audits in compliance with the provisions of this section. County agrees that all such audits will be conducted and planned so as to minimize disruption of the Consultant's business. County shall give Consultant reasonable advance notice of intended audits and shall review any findings with Consultant and afford Consultant with an opportunity to respond in advance of issuing any final audit report. FOR AVOIDANCE OF DOUBT, CONSULTANT HEREBY DISCLOSES TO COUNTY THAT IT MAINTAINS NO HARD COPY RECORDS - ALL RECORDS ARE ELECTRONIC SYSTEM RECORDS, ELECTRONIC FILES OR ARE IMAGE DOCUMENTS. CONSULTANT ALSO UNDERTAKES NO OBLIGATION TO PRESERVE, DUPLICATE OR MAINTAIN DOCUMENTATION THAT EXISTS ON COUNTY SYSTEMS DURING THE COURSE OF THE PROJECT.

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. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

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

CEDARCRESTONE, INC.


BY: 

NAME: PAUL SIMMONS

TITLE: EVP

DATE: 2-27, 20 12

WILLIAMSON COUNTY, TEXAS

BY: 

Dan A. Gattis,
Williamson County Judge

DATE: 03-06-, 20 12



EXHIBIT A STATEMENT OF WORK

This SOW incorporates by reference the Consulting Services Agreement between CedarCrestone, Inc., (hereinafter "Consultant") and Williamson County (hereinafter "County") ("**Agreement**"). In the event of a conflict in terms between this SOW and the Agreement, the terms of the Agreement shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

1. General Information:

CedarCrestone Account Executive	Name:	Marty Hellenberg
	Address:	1255 Alderman Drive
	City/State/ZIP	Alpharetta, GA 30005
	Phone:	303.719.3174
	Fax:	
	E-mail:	marty.hellenberg@cedarcrestone.com
County Project Manager	Name:	Alison Whetston
	Address:	301 S.E. Inner Loop, Suite 106
	City/State/ZIP	Georgetown, TX 78626
	Phone:	(512) 943-1680
	Fax:	
	E-mail:	awhetston@wilco.org
County Billing Contact	Name:	Williamson County, Texas
	Address:	301 S.E. Inner Loop, Suite 106
	City/State/ZIP	Georgetown, TX 78626
	Phone:	
	Fax:	
	E-mail:	
County Site at which Services are to be performed¹	Name:	Williamson County
	Address:	301 S.E. Inner Loop, Suite 106
	City/State/ZIP	Georgetown, TX 78626

¹ Services may be performed at additional sites as may be mutually agreed upon by the Parties.



Phone:	
Fax:	
E-mail:	

2. Services to Be Provided:

Consultant will provide professional services in support of County's Oracle E-Business Suite (EBS) Release 12 (R12) Upgrade Assessment project. This project will include an assessment of the current footprint. The following services will be provided:

- Project Management
- Functional environment assessment services
- Technical architecture assessment services
- Functional and technical R12 delta training
- Testing and training approach design
- Documentation which details the recommendations, specifications, and plans

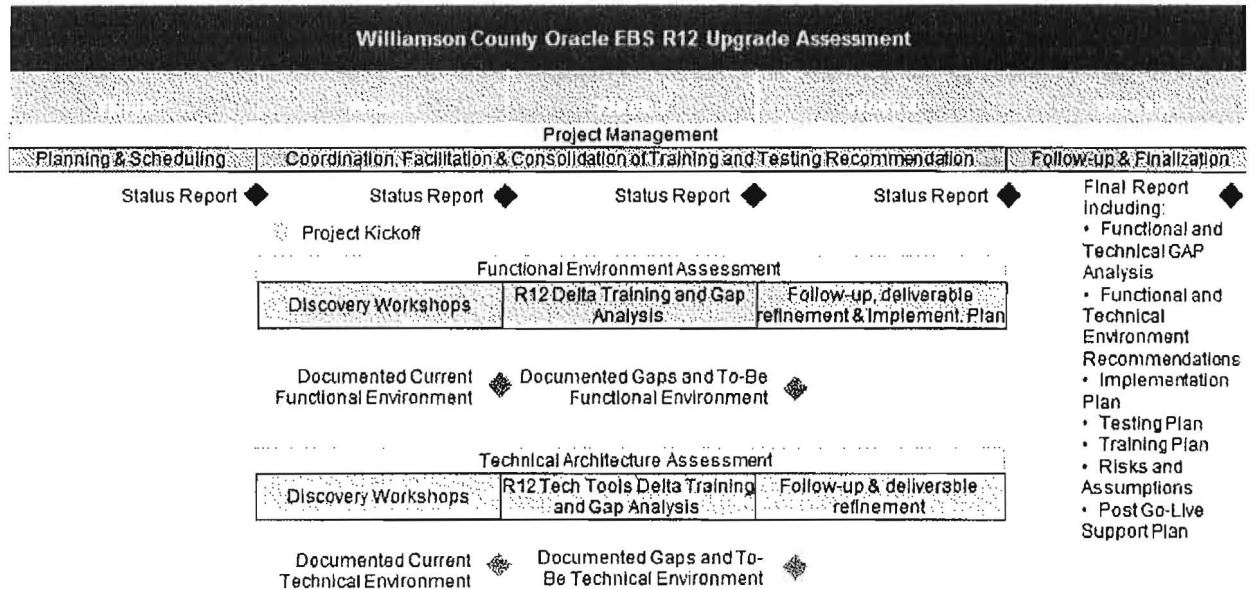
The table below provides a list of the EBS modules that will be included in the assessment:

ASSESSMENT	
Financials	<ul style="list-style-type: none"> ▪ General Ledger (GL) ▪ Cash Management (CE) ▪ Fixed Assets (FA) ▪ Account Payables (AP) ▪ Treasury (TR)
Advanced Procurement	<ul style="list-style-type: none"> ▪ Purchasing (PO)
Human Capital Management (HCM)	<ul style="list-style-type: none"> ▪ Human Resources (HR) ▪ Payroll (PY) ▪ Advanced Benefits (OAB) ▪ Self-Service Human Resources (SSHR)
Technical	<ul style="list-style-type: none"> ▪ Technical Inventory (Custom Objects) Assessment
Database Administration	<ul style="list-style-type: none"> ▪ Architecture Assessment



3. Schedule:

The current start date of the project is slated to start on or around the week of March 5, 2012 with the completion date slated for on or around the week ending April 6, 2012.



4. Project Deliverables:

Consultant will develop a comprehensive plan to deliver the research, findings, and knowledge gained from the assessment at the County Site. The assessment deliverables will be as follows:

- Assessment Project Plan
- Discovery Document
- R12 Delta Overview Training
- Fit Gap To-Be Environment Document
- Upgrade Implementation Plan
 - Project scope
 - Project work plan
 - Consultant and County staffing plan
 - Testing strategy
 - Training strategy



- Go-live support strategy
- Project risks and assumptions
- Upgrade Project Cost (external)

Findings and Recommendations Presentation

A PowerPoint presentation will be created and reviewed with the County's key users and Project Manager as an initial review. The summarized key findings from the Assessment will be explained at a high level and recommendations for the upgrade as well as issue resolution and risk mitigation will be presented to key stakeholders. The detailed findings and recommendations will be included in the various deliverables which will also go through review cycles with the appropriate key users to ensure that all relevant topics have been addressed and that our understanding is accurate and our recommendation clearly communicated.

5. Roles and Responsibilities:

Participation by the County will be critical to the success of the assessment project. We feel that the participation levels listed below will provide adequate time to gather the information needed to perform the assessment, educate the County team on new features and functions in the R12 applications and technical tools, and to review and provide feedback on project deliverables. We will, however, work closely with the County Project Manager to refine resource allocations based on the availability of County resources to support the project.

COUNTY ROLES

County Role	Estimated Commitment (%)	Estimated Commitment (Hours)	Planning & Scheduling	Discover & Analyze			Follow-up & Finalize
			Week 1	Week 2	Week 3	Week 4	Week 5
Executive Sponsor	5%	10	2	2	2	2	2
Project Manager	50%	100	30	15	15	15	25
Financials Lead	35%	70	5	20	20	20	5
Procure to Pay Lead	35%	70	5	20	20	20	5
Projects & Grants Lead	35%	70	5	20	20	20	5
HCM Lead	35%	70	5	20	20	20	5
Financials SME's (4-5)	20%	40	5	10	10	10	5
Procurement SME's (1-2)	20%	40	5	10	10	10	5
Projects & Grants SME's (1-2)	20%	40	5	10	10	10	5



County Role	Estimated Commitment (%)	Estimated Commitment (Hours)	Planning & Scheduling	Discover & Analyze			Follow-up & Finalize
			Week 1	Week 2	Week 3	Week 4	Week 5
HCM SME's (4-5)	20%	40	5	10	10	10	5
Business Analyst	35%	70	5	20	20	20	5
Technical Architecture (DBA)	35%	70	5	20	20	20	5
Technical Development Lead (interfaces)	35%	70	5	20	20	20	5
System Administrator	10%	20	0	5	5	5	5

The roles filled by Consultant and Mo'mix are described below. We expect that Weeks 1 – 4 will be conducted on site at the County and that portions of weeks 4 and 5 will be remote with the exception of the final presentation of findings and recommendations to the County stakeholders. Our resources and hours are detailed below.

CONSULTANT/MO'MIX ROLES

CedarCrestone Role	Estimated Commitment (%)	Estimated Commitment (Hours)	Planning & Scheduling	Discover & Analyze			Follow-up & Finalize
			Week 1	Week 2	Week 3	Week 4	Week 5
PM/Technical Development	57%	60	10	10	20	10	10
Financials Functional Consultant	52%	90		20	30	30	10
Projects & Grants Functional Consultant	52%	90		20	30	30	10
Procure to Pay Functional Consultant	52%	90		20	30	30	10
HCM Functional Consultant	52%	90		20	30	30	10
Technical Architect	42%	40		10	20	10	

6. Fee Structure

Consultant will deliver the services described in this proposal for a fixed fee of \$62,000, plus travel expenses which will be billed at actual cost incurred. Travel costs shall not exceed \$15,000. The total fixed fee includes all out-of-pocket expenses and costs incurred by Consultant in the performance of the Agreement.



Payment for services will be in a single payment and will occur when the County has signed off on the assessment and approved the deliverables and the project as a whole.

7. Assumptions:

- 7.1** County resources will be highly knowledgeable of County business processes and the current use of E-Business in those business processes, have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the system configuration and operation of the E-Business application.
- 7.2** County will be responsible for any tasks related to the support and maintenance of Oracle licensed software and communication with third party vendors.
- 7.3** County senior management is fully committed to the project success and timeline. Members of County's senior management team will be required to make timely decisions on matters that are escalated in order to maintain progress and keep the project on schedule.
- 7.4** County will dedicate project team members who shall perform the roles and responsibilities substantially similar to those set forth in Section 5 above.
- 7.5** The County and the Consultant team members will be co-located at the County facility.
- 7.6** County will provide Consultant's consultants with reasonable working space, equipment and office support, such as conference rooms, whiteboards, VPN, network access, access to projectors, printers and copiers as well as the ability to set up meetings, and provide conference calling capabilities.
- 7.7** County will provide Consultant with reasonable access to its facilities during normal business hours and otherwise as reasonably requested.

8. Change Orders:

If County requests a change in the scope of this SOW and/or a change becomes necessary in the hours and/or costs and/or dates for completion of the Project, Consultant will prepare a Change Order (Exhibit B) for County's review. Both Consultant and County shall agree on the content of the Change Order and the adjustment to the hours of work effort, if applicable, for the services described therein. The Change Order must be signed by both parties to be effective. If the parties cannot agree on the contents of a Change Order, the request for change shall not be made.

9. Fee Structure:

- 9.1** Provided County fulfills the County Obligations outlined herein, Consultant shall provide County with the advice and consultation services outlined herein. Payment for services will be in a single payment and will occur when the County has signed off on the assessment and approved the deliverables



Exhibit B

CedarCrestone SAMPLE CHANGE ORDER	
DATE SUBMITTED: / /	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	CedarCrestone : _____
STATEMENT OF WORK REFERENCE NUMBER:	CedarCrestone : _____
REQUEST SUBMITTED BY:	_____, CedarCrestone
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS:	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:	
ATTACHMENTS, SCHEDULES OR TABLES:	
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____.	
The authorized representatives of the parties have signed this Change Order.	



CedarCrestone SAMPLE CHANGE ORDER

CONSULTANT

County

CedarCrestone, Inc

Williamson County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____