

## SHORT-FORM AGREEMENT

**THIS SHORT-FORM AGREEMENT** (the “Agreement”) dated effective 4/20/2020 (the “Effective Date”), is made and entered into by and between Williamson County (“Client Company”), and Clarity Ventures, Inc., (“Clarity”, each a “Party” and collectively, the “Parties”). Capitalized terms used in this Agreement but not defined herein shall have the meanings given in the Terms and Conditions (as defined below).

### **ARTICLE I** **SCOPE AND TERMS**

**Section 1.01.**     *Appointment and Acceptance:* Client Company appoints and retains Clarity as its provider of certain Services (as defined and outlined herein); and Clarity accepts such appointment and agrees to provide such Services pursuant to the terms and conditions of this Agreement for Client Company.

**Section 1.02.**     *Scope of Services.* Clarity agrees to provide Client Company the following services (the “Services”):

(a)     **Clarity will provide DNN Content Management System consulting and software update services for Client Company website, which can include debugging and associated updates to existing third-party DNN modules, DNN environment, software version and other changes as required. Client Company has requested 80 hours for support, to assist them in any requests they may need with their DNN website and associated architecture.**

**Section 1.03.**     *Term.* This Agreement will commence on the Effective Date and will continue for a three (3) month term, unless terminated according to the provisions of this Agreement. It is expected that if the Parties desire to enter a longer-term relationship, the Parties shall enter into a Project Agreement or Master Services Agreement whose terms shall govern that longer-term relationship.

**Section 1.04.**     *Payment.* Client Company agrees to pay \$150 an hour for the Front-End Services and \$175 an hour for back-end services rendered under this Agreement, plus reasonable travel if applicable with this project and requested by Client Company. Client Company has elected to use Clarity’s post-payment model, which Clarity will invoice every 30 days by email, with Payment due upon receipt of the invoice. Payment is expected within forty-five (45) days of receipt of an invoice, detailing Clarity’s activities.

**If required, original invoices should be sent to:**

Williamson County  
301 SE Inner Loop, Suite 107  
Georgetown, TX. 78626

**Section 1.05.**     *Terms and Conditions:* The Parties warrant and represent that they have read and understand the terms and conditions available at [[Clarity Terms and Conditions for SOW.pdf](#)] (“Terms and Conditions”), as the same may be amended from time to time, which are hereby incorporated by reference along with the terms and conditions of this Agreement, all of which shall govern the activities between the Parties. Nothing contained herein shall act as a waiver of either Party’s rights arising from the Agreement. In the event of any ambiguity or conflict, the Terms and Conditions shall control.

## **ARTICLE II** **MISCELLANEOUS**

**Section 2.01.**      *Termination:* Either Party may terminate this Agreement upon thirty (30) days written notice.

**Section 2.02.**      *Counterparts.* The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one Agreement. Only one counterpart signed by the Party against whom enforceability is sought need be produced to evidence the existence of the Agreement. Electronic copies of the executed version shall have the same force and effect as the original.

**Section 2.03.**      *Governing Law.* The Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any state or other jurisdiction's choice of law provision to the contrary. Any proceeding to enforce, interpret, challenge the validity of or recover for the breach of any provision of the Agreement shall be subject to Article 10 of the Terms and Conditions.

**Section 2.04.**      *No Waiver of Sovereign Immunity or Powers:* Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

**Section 2.05.**      *Texas Prompt Payment Act Compliance:* Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**Section 2.06.**      *Texas Law Applicable to Indemnification:* All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

**Section 2.07.**      *Mediation:* The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**Section 2.08.**      *Termination for Convenience:* This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

**Section 2.09.**      *Proprietary Information and Texas Public Information Act:* All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be

disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor."

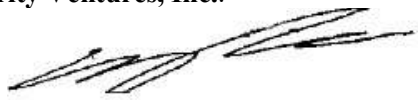
**Section 2.10.**      **Signature & Acceptance.**

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the Effective Date.

**Williamson County:**

By: *Judge Bill Gravell Jr.*  
By: Judge Bill Gravell Jr. (May 5, 2020)  
Printed: Judge Bill Gravell Jr.  
Position: County Judge  
Date: May 5, 2020

**Clarity Ventures, Inc.:**

By:   
By: \_\_\_\_\_  
Printed: Chris Reddick  
Position: CEO  
Date: 04/20/2020









# Agenda Item #31 5-5-2020 (Clarity Ventures Agreement)

Final Audit Report

2020-05-05

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-  Signed document emailed to Johnny Grimaldo (johnny.grimaldo@wilco.org), Judge Bill Gravell Jr. (bgravell@wilco.org), becky.pruitt@wilco.org, aschiele@wilco.org, and 1 more  
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