



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2024

**Prepared By/Phone Number:** Lori Clyde/44205

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for iManage Upgrade Implementation Services to Younts Consulting, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The Civil Divisions of the County Attorney's Office uses a document management system call iManage. The software upgrade has been purchased and the department needs assistance configuring and implementing the new modules. At this time the County Attorney's Office recommends approval of a Professional Services Agreement with Younts Consulting, Inc. to assist with the iManage upgrade implementation.

The cost of these services is a not-to-exceed amount of \$77,560 which includes the professional consulting services and consultant travel.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

- **Contract-Related Information:**

Award Amount: NTE \$77,560.00

Contract Type: Professional Services Agreement

Contract Period: September 30, 2014 – September 29, 2015

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Funds Reservation #: 300000713
- Funding Account(s):
- Comments:



RECEIVED  
TRAVIS COUNTY

2014 SEP 15 PM 4:53

PURCHASING  
OFFICE  
314 W. 11TH STREET  
GRANGER BLDG., SUITE 500  
AUSTIN, TEXAS 78701

P.O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9415  
FAX: (512) 854-4808



**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

**STEPHEN H. CAPELLE**  
FIRST ASSISTANT

**JAMES W. COLLINS**  
EXECUTIVE ASSISTANT

September 15, 2014

Lori Clyde  
Travis County Purchasing Office  
P.O. Box 1748  
Austin, Texas 78767

Re: Recommendation for Approval of Professional Services Agreement with Younts Consulting, Inc. to Assist with iManage Document Management System Software Upgrades

Dear Ms. Clyde:

This letter is our request that the above matter be placed on the September 30, 2014, Commissioners Court Agenda.

Proposed Motion:

Consider and take appropriate action to approve the purchase of professional consulting services in connection with configuration and implementation of the document management system used by the County Attorney's Office Civil Divisions.

Summary & Staff Recommendation:

The Civil Divisions of the Travis County Attorney's Office requests approval of a professional services consulting agreement to assist with configuring and implementing new iManage modules. These modules are part of the County Attorney's iManage document management system. Implementing these modules will allow the County Attorney's Office to more efficiently utilize the document management system currently used by the Civil Divisions of the County Attorney's Office.

Background:

The Civil Divisions of the County Attorney's Office uses a document management system called iManage. The company which publishes iManage has created new modules that enhance the functionality of the software and can improve the efficiency of the office. These new modules have already been purchased. This

Lori Clyde  
September 15, 2014  
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request will allow us to purchase consulting services to help with the implementation of the new modules. Once implemented, these new modules will allow us to:

- 1) Profile documents more efficiently. Profiling is the process of adding documents into the iManage document management system.
- 2) Search for and retrieve documents more efficiently using the newer iManage search engine called IDOL.
- 3) Access documents stored in the Civil Divisions' iManage database using iPads.

To accomplish these goals, the consultant will help us implement the following iManage components: IDOL server, Worksite Communication Server, Mobility Server, Matter Centric Workspaces, the iManage iPad application, new FileSite client software, and new Desksite client software.

Budgetary and Fiscal Impact:

The proposed total impact of the purchase is an estimated sum of \$53,560.00 (not to exceed \$61,594.00) for professional consulting services; \$4,000.00 for consultant travel expenses; and \$11,966.00 for additional services that may be required during the contract term. These funds are pre-encumbered under Funds Reservation 300000713.

Please let us know if you need anything further from our office to process this request.

Sincerely,  
  
James W. Collins  
Executive Assistant

JWC/TAA/lr

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This Agreement is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Travis County" or "County"), and Younts Consulting, Inc., a Maryland corporation authorized to do and doing business in the State of Texas ("Contractor").

Travis County desires to obtain computer software application consulting services (the "Services") for the Travis County Attorney's Office information technology (specifically, document management) applications (the "Project"); and

Contractor has the necessary ability, expertise, experience, and professional degrees, licenses, and certifications to furnish the Services.

The Travis County Commissioners Court orders this Agreement exempt from the requirements of the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) because it is a contract for the purchase of personal or professional services.

NOW THEREFORE, the Courts and Contractor agree as follows:

### **Section 1: Employment of Contractor**

1.1 Contractor is an independent contractor and is operating solely in that capacity in providing the Services. Contractor assumes all of the rights, obligations and liabilities applicable to Contractor as an independent contractor. Contractor does not claim to be an employee of Travis County nor does Contractor claim any benefits from Travis County other than the payments which this Agreement sets forth.

### **Section 2: Scope of Services**

2.1 Contractor's Services will consist of all elements of work, materials, equipment and preparation required for the provision of the Services in accordance with applicable federal and Texas law, and in a satisfactory manner as determined by the County Attorney's Office. In doing so, Contractor shall perform the Services described or reasonable inferable from the Basic Services section below.

2.2 Basic Services:

2.2.1 Perform the consulting services specified in the Project Scope of Services (**Attachment A**);

2.2.2 Maintain appropriate confidentiality of County records, data, and information, as provided in Section 8;

2.2.3 Provide complete and accurate deliverables according to the Consulting Estimate (**Attachment B**);

2.2.4 Perform any other Project-related tasks as reasonably requested by the County Attorney's Office.

2.3 For the performance of the additional services listed in **Attachment C** (the "Additional Services"), Contractor will receive the Additional Services compensation set forth in **Attachment C**. Contractor must obtain County's written authorization for Additional Services, and Contractor will not be entitled to compensation for Additional Services performed without such written authorization. For purposes of this Agreement, "written authorization" and "written request" may be satisfied by electronic mail communications.

#### 2.4 Administrative Services

2.4.1 Provide a schedule of availability to respond to calls from the County Attorney's Office related to applications that are the subject of this Agreement, as well as during and after implementation;

2.4.2 Teleconference and remotely connect with County Attorney's Office staff as necessary to develop, document, test, and implement applications identified for the Project;

2.4.3 Attend periodic meetings on-site in Austin, Texas as required by the County Attorney's Office;

2.4.4 Work with the County Attorney's Office to develop reasonable timelines and deliverables for development and implementation of the Project;

2.4.5 Cooperate and coordinate with the County Attorney's Office and other contractors as reasonably necessary and as required by the Project Manager;

2.4.6 Provide any other incidental services necessary or desirable for the development of the Services.

#### 2.5 Service Limitations

2.5.1 At no time during the term of this Agreement shall Contractor perform any of the following:

2.5.1.1 Activities that could compromise the security of the County Attorney's Office data and applications; or

2.5.1.2 Activities that could compromise the quantity or quality of work performed under this Agreement.

2.5.2 This Agreement is a non-exclusive agreement for both parties.

### **Section 3: County Responsibility**

3.1 The County Attorney's Office project manager (the "Project Manager"), and/or his designated representative, is the County's representative for purposes of administering this Agreement and will provide Contractor with the following items as reasonably necessary or desirable for the development of Contractor's Services under this Agreement:

3.1.1 Any documents or other information in Travis County's possession that pertain to the County Attorney's Office database and application system and that the County Attorney's Office considers necessary or useful to Contractor's performance of the Services;

3.1.2 Secured access (via remote control software or as directed by the Project Manager) to the County Attorney's Office database systems and applications;

3.1.3 Periodic review of Project work plans in coordination with Contractor to assess progress and identify any necessary adjustments to plans.

3.2 The County Attorney's Office, through the Project Manager, will be the point of resolution for any performance or service disputes arising under this Agreement.

### **Section 4: Compensation**

4.1 As compensation for Contractor's performance of the Basic Services under this Agreement, Travis County will pay Contractor the estimated fees set forth in **Attachment B**. The parties acknowledge and agree that the hours presented on **Attachment B** are estimates only, and that Contractor will invoice County only for actual hours worked. In no event, however, will the total fee for performance of the Basic Services exceed the sum of \$61,594.00 unless County determines that funding is available and the parties execute a modification to this Agreement. Payment for any Additional Services requested and performed by Contractor will not exceed the sum of \$ 11,966.

4.2 Contractor shall submit monthly invoices detailing the Services performed in connection with the Project and the fees associated with each task or work product

deliverable. Invoices will be based on approved time sheets, as described in paragraph 4.6, below. Contractor's duty to submit invoices is in addition to Contractor's duty to submit weekly time sheets, as described in paragraph 4.6, below. Invoices shall be submitted to:

Travis County Auditor  
PO Box 1748  
Austin, Texas 78767  
Or via email to [ap@co.travis.tx.us](mailto:ap@co.travis.tx.us)

With copy to:

Travis County Attorney's Office  
Attn: Don Castiglioni  
PO Box 1748  
Austin, Texas 78767

If the Services performed comply with the terms and conditions of this Agreement and are accepted by County, as described in paragraph 4.6, County will pay Contractor within thirty (30) days of receipt of an acceptable invoice. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract, Purchase Order, or Delivery Order number; (iii) identification of the Services as outlined in this Agreement; and (iv) any additional payment information that may be called for by this Agreement.

4.3 County will reimburse Contractor for certain expenses incurred by Contractor in connection with this Agreement, including travel, long distance telephone charges, photocopying, postage, or federal express. Reimbursement will be made in strict accordance with the Travis County Budget Rules and the record-keeping and reporting requirements of the Travis County Auditor. In no event will County be required to reimburse Contractor for travel or expenses that exceed or do not strictly comply with those rules and requirements, and in no event will such reimbursement exceed the sum of \$ 4,000.00. Travel and travel-related expenses must be approved by County in advance to qualify for reimbursement. If Contractor notifies County that Contractor anticipates the need to incur expenses over and above this not-to-exceed sum, County and Contractor may amend this Agreement to adjust this not-to-exceed sum in accordance with paragraph 9.20.

4.4 Contractor is an independent contractor and Travis County shall not pay Contractor any customary Travis County employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.

4.5 Contractor is responsible for reporting all federal, state, and city tax liabilities, social security obligations, and any other taxable matters associated with the Services and compensation rendered under this Agreement and shall be solely obligated to pay any and all taxes related to income paid to Contractor.

4.6 Acceptance of Services. The County Attorney's Office will promptly (within five (5) working days), review and approve Contractor's time sheets, to be submitted by Contractor at the end of each week. Time sheets must include: a description of each task performed or work product delivered and the hours (or partial hours) spent by Contractor on each. Approval by the County Attorney's Office of such time sheets will be evidenced by the signature of the Project Manager, or other County Attorney's Office representative, on the time sheet. Approval will constitute acceptance of the Services performed and work product delivered by Contractor. Acceptance by the County Attorney's Office will not be unreasonably withheld, but will nonetheless be in the sole discretion of the County Attorney's Office. Any refusal to accept the Services or work product will be noted on the time sheet for the relevant week with a written explanation of the reasons that the Services or work product was not acceptable. The County reserves the right to hold payments, or portions of payments, until the Services or work product is submitted and accepted.

### **Section 5: Period of Service**

5.1 The parties acknowledge and agree that this Agreement will continue in full force for the Initial Term, which begins upon execution of this Agreement and terminates upon satisfactory completion of the Services and delivery of all work product to be produced under this Agreement, unless earlier terminated by either party pursuant to the terms of this Agreement.

5.2 The Initial Term of this Agreement may be extended by mutual agreement in accordance with paragraph 9.20: Amendment.

### **Section 6: Liability**

6.1 Contractor shall act as a fiduciary in its relationship with the County Attorney's Office and Travis County. Any funds received by Contractor during the performance of the Services under this Agreement other than the compensation provided for herein, shall be turned over to the County Attorney's Office without any deductions for any purpose.

6.2 CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND TRAVIS COUNTY, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES OR EXPENSE OF WHATEVER TYPE OR NATURE, ARISING OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF THE CONTRACTOR OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, FOR WHICH THE CLAIM, DEMAND, SUIT OR OTHER ACTIONS IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION OR OTHER ENTITY AGAINST THE CONTRACTOR OR THE CONTRACTOR'S OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS OR TRAVIS COUNTY, WHETHER WHOLLY OR PARTIALLY THE FAULT OF THE CONTRACTOR. IT IS THE EXPRESS INTENTION OF THE PARTIES, BOTH CONTRACTOR AND

COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONTRACTOR'S ACTIONS. IN THE EVENT THAT A CLAIM IS RECEIVED BY EITHER PARTY TO THIS AGREEMENT, THE PARTY THAT RECEIVED THE CLAIM SHALL FORWARD A COPY OF THE CLAIM TO THE OTHER PARTY WITHIN THREE (3) BUSINESS DAYS OF ITS RECEIPT.

6.3 Contractor represents and warrants that: (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights that may exist on materials used in this Agreement have been adhered to, and (ii) the County will under no circumstances be liable for any infringement of those rights and any rights granted to the County will apply for the duration of this Agreement. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, LIABILITY, JUDGMENTS, AWARDS AND COSTS, INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES, OR OTHER PROPRIETARY OR INTELLECTUAL PROPOERTY RIGHT APPLICABLE TO MATERIALS USED IN THIS AGREEMENT. IN THE EVENT THAT AN INFRINGEMENT SUIT OR PROCEEDING ARISES, CONTRACTOR SHALL, AT ITS SOLE COST AND EXPENSE, SECURE COUNTY'S RIGHT TO CONTINUE USING THE PRODUCTS DESCRIBED IN THE SCOPE OF SERVICES, IN PART OR IN FULL, OR TO REPLACE OR MODIFY ALL OR PART OF THOSE PRODUCTS TO RENDER THEM NONINFRINGEMENT.

6.4 Contractor shall maintain, and shall require all subcontractors providing services under this Agreement to maintain, Standard Insurance sufficient to cover the needs of Contractor and/or the subcontractor in accordance with applicable generally accepted business standards and as set forth in **Attachment D**, "Insurance Requirements." Contractor shall furnish the Travis County Purchasing Agent with Certificates of Insurance evidencing the insurance coverage required under this Agreement upon full execution of this Agreement.

6.5 Contractor shall acquire and/or maintain a complete working knowledge of the subject matter with which this Agreement is concerned and any other knowledge or expertise required to adequately perform the Services. Contractor expressly acknowledges that, in entering into this Agreement, the County Attorney's Office has relied on the representations of Contractor about the persons who will be performing the Services and their qualifications and that any other person proposed by Contractor to perform the Services must be approved by the Travis County Attorney's Office before such person may provide Services under this Agreement.

6.6 Contractor shall comply with all applicable federal, state, and local laws rules and regulations while performing the Services and shall acquire or maintain any necessary certifications and/or licenses for the performance of the Services at Contractor's sole

expense. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, Contractor shall inform County of such event within five (5) working days.

6.7 Contractor warrants that Contractor will perform the Services in accordance with the standards customarily provided by an experienced and competent Contractor rendering the same or similar services. Contractor further warrants that Contractor will perform the duties within this Agreement in a good and workmanlike manner. Nothing in this Agreement will be construed to relieve Contractor of this duty.

## **Section 7: Termination.**

7.1 Either party may terminate this Agreement for the failure of the other party to substantially perform in accordance with the terms of this Agreement by giving ten (10) days' written notice to the non-performing party specifying the reason for the termination.

7.2 Either party may also terminate this Agreement for reasons other than the substantial failure of the other party to perform by giving that other party thirty (30) days' notice.

7.3 In the event of a termination of this Agreement, Contractor will provide County with all of the work product produced pursuant to this Agreement.

## **Section 8: Confidentiality of Records**

8.1 Contractor shall establish a method to secure the confidentiality of records and other information relating to the Services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards.

8.1.1 In addition, through exercise of each party's rights under this Agreement, each party may be exposed to the other party's legal, business, financial, technical, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to: (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") trade secrets.

8.1.2 In recognition of the other party's need to protect its legitimate legal and business interests, each party hereby covenants and agrees that it will regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law, including the Texas Public Information Act, redistribute, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any

person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date the Services, or other contractually required actions, are performed by the disclosing party under this Agreement; and (ii) any of the other party's trade secrets at any time during which such information will constitute a trade secret under applicable law.

## **Section 9: Miscellaneous**

9.1 NOTICE: Any and all notices required under this Agreement will be effective upon "receipt" and must be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Main, Certified Mail, return receipt requested, or to the following addresses:

Travis County:       Cyd V. Grimes, CPM  
                          County Purchasing Agent  
                          P.O. Box 1748  
                          Austin, TX 78767

With copies to:     David Escamilla  
                          Travis County Attorney  
                          P.O. Box 1748  
                          Austin, TX 78767

Contractor:         Donna Keys  
                          Younts Consulting, Inc.  
                          4426 Mountain Rd.  
                          Pasadena, MD 21122

The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this section.

9.2 VENUE: The obligations and undertakings of the parties hereto are performable in Travis County, Texas, and this Agreement is governed by and will be construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

9.3 ASSIGNMENT: This Agreement will be binding upon and inure to the benefit of Travis County and the Contractor and their respective successors, executors, administrators and assigns. Neither Travis County nor Contractor may assign, sublet, or transfer his interest in or the obligations under this Agreement without the prior written consent of the other party.

9.4 TAXES: Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor-Collector. Notwithstanding anything to the

contrary in this Agreement, if Contractor is delinquent in the payment of property taxes at the time of providing the Services under this Agreement, Contractor assigns any payments to be made for those Services to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

9.5 TAXPAYER IDENTIFICATION: Contractor shall provide County with an 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 and a statement of entity status in a form satisfactory to the Auditor before any Agreement funds are payable.

9.6 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED: In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until: (i) the County Treasurer notifies Contractor in writing that the debt is outstanding; and (ii) the debt is paid. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County. County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under paragraph 9.1 above, if the notice includes a statement that the amount owed by County to Contractor may be applied to reduce the outstanding debt.

9.7 FORFEITURE OF CONTRACT: Contractor shall forfeit all benefits of this Agreement and County will retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this Agreement if:

9.7.1 Contractor was doing business at the time of execution of this Agreement or had done business during the 365-day period immediately prior to execution of this Agreement with one or more Key Contracting Persons listed in Exhibit 1 to the Ethics Affidavit (**Attachment E**); or

9.7.2 Contractor does business with a Key Contracting Person after the date on which this Agreement is executed and prior to full performance of this Agreement.

9.7.3 "Was doing business," "had done business" and "does business" mean:

(i) paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

(ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

(iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

(iv) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or

(v) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about this Agreement.

9.7.4 "Key Contracting Person" means any person or business listed in listed in Exhibit 1 to **Attachment E**.

9.8 CONFLICT OF INTEREST QUESTIONNAIRE: If required by Chapter 176, Texas Local Government Code, Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall update this Questionnaire by September 1 of each year for the duration of this Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, Contractor shall submit an updated Questionnaire. Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

9.9 DEFINITIONS AND USAGE: In this Agreement, the term "day" means a calendar day. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. Words that are not specifically defined herein should be given a common usage construction.

9.10 NON-WAIVER AND RESERVATION OF RIGHTS: No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party that then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege. All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.11 ACCESS TO RECORDS: Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with all supporting documentation, for a period of three (3) years following the after final payment for completed Services and all other pending matters concerning this Agreement have been closed. Contractor further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Contractor that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

9.12 SEVERABILITY: If any clause, sentence, provision, paragraph or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement shall remain valid and binding.

9.13 MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

9.14 DISPUTES AND APPEALS: The Travis County Purchasing Agent acts as the County representative in the issuance and administration of this Agreement. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this Agreement. If Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

9.15 FUNDING OUT: Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Contractor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

9.16 CERTIFICATION OF ELIGIBILITY: Contractor certifies that at the time of executing this Agreement, Contractor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Contractor is placed on the list during the term of this Agreement,

Contractor shall notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

9.17 OWNERSHIP OF WORK PRODUCT: All work product produced subject to this Agreement, or in performance or furtherance of the Services provided under this Agreement, together with all intellectual property and proprietary rights in and to all such work product, will, immediately upon creation and without further action by either party, become the sole and exclusive property of Travis County.

9.18 CIVIL RIGHTS/ADA COMPLIANCE: Contractor shall provide all services and activities under this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933].

9.19 SUBCONTRACTING: Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that authority by the Commissioners Court.

9.20 AMENDMENT: Only written instruments signed by both Travis County and Contractor are effective to amend this agreement. It is acknowledged by Contractor that no officer, agent, employee or representative of Travis County has any authority to amend or alter the terms of this Agreement except pursuant to such express authority as may be granted by the Travis County Commissioners Court.

9.21 AUTHORITY TO EXECUTE: The person signing this Agreement on behalf of Contractor, or representing himself or herself as signing this Agreement on behalf of Contractor, does hereby warrant and guarantee that he or she has been duly authorized by Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement.

9.22 ENTIRETY OF AGREEMENT: This is the sole, entire and integrated Agreement between Travis County and Contractor and supersedes all prior negotiations, representations, or agreements either oral or written.

9.23 ATTACHMENTS: The attachments enumerated and denominated below are made a part of this Agreement, and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.

Attachment A – Project Scope of Services

Attachment B – Consulting Estimate

Attachment C – Additional Services

Attachment D – Insurance Requirements  
Attachment E – Ethics Affidavit

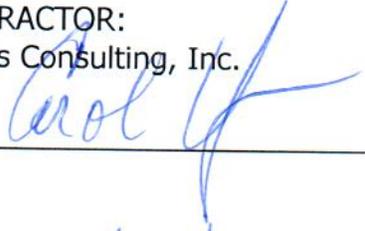
9.24 DUPLICATE ORIGINALS. This Agreement will be executed in duplicate originals and will be effective when executed by both parties (the "Effective Date").

TRAVIS COUNTY

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

CONTRACTOR:  
Younts Consulting, Inc.

By:  \_\_\_\_\_

Date: 9/19/14

## **ATTACHMENT A PROJECT SCOPE OF SERVICES**

### Project Purpose

The purpose of the Project is to assist the Travis County Attorney's Office ("TCAO") in improving the functionality of TCAO's existing Autonomy Interwoven Worksite document management software, implementing Matter Centric Collaboration (MCC), workspace generation, faster methods for profiling documents and e-mails, IDOL indexing, and mobility functionality.

### Existing Environment

TCAO currently has approximately 100 iManage Desksite 8.5 users using the Outlook integration module. TCAO uses Autonomy Interwoven Worksite 8.5 in the classic mode. TCAO currently has one Worksite database in production and uses the Verity search engine. TCAO does not use the client/matter fields in the standard fashion. Therefore, to implement workspaces and Matter Centric collaboration (MCC), TCAO will need to make modifications to the existing database. TCAO recently purchased Worksite Communication Server, Worksite Mobility Server, and licenses for FileSite and/or Desksite clients.

As described in the Agreement, TCAO will provide a Project Manager, a technical staff person who has been administering interwoven worksite for a number of years. Contractor will be able to remotely control the computer used by the Project Manager to install and configure the requested modules and features. If necessary, the Project Manager can set up a test environment before moving software and databases to production.

### Contractor Services

Contractor shall provide the following services:

1. Assist with converting TCAO's current worksite 8.5 production database to worksite 9.0 (or the most current stable release).
2. Consult with TCAO to develop the most relevant matter centric computing model.
3. Assist with converting TCAO's current worksite database so that it will be suitable for implementing Matter Centric Collaboration (MCC) and workspaces. Assist with the creation of appropriate workspaces and refiling TCAO's existing iManage documents into worksite workspaces.

4. Install and configure Worksite Communication Server software to enable faster and more efficient server-side e-mail profiling. Train the Project Manager so that he will be able to properly maintain the worksite communications server.
5. Install and configure the IDOL server for indexing. Train the Project Manager so that he will be able to properly maintain and support the IDOL server.
6. Install and configure the Workspace generating software provided by Autonomy or Workspace generating software provided by Contractor. Assist TCAO in devising a procedure for auto-generating workspaces.
7. Install and configure Worksite Mobility Server to enable iPad and iPhone devices to access iManage documents. Train the Project Manager so that he will be able to properly maintain the worksite mobility server.
8. Install and configure mobility client on one iPad device and train the Project Manager on use of the software.
9. Install and configure e-mail management components for the most current stable release of Desksite on one client computer and train the Project Manager on use of the software. This task includes configuring integration with Adobe reader, Outlook and Microsoft Office products, including Word, Excel, and PowerPoint. This task also includes training on how to use Desksite to profile documents and email using workspaces.
10. Install and configure e-mail management components for the most current stable release of Filesite on one client computer and train the Project Manager on use of the software. This task includes configuring integration with Adobe reader, Outlook and Microsoft Office products, including Word, Excel, and PowerPoint. This task also includes training on how to use Filesite to profile documents and email using workspaces.
11. Provide advice on the most efficient way to distribute client software to approximately 100 users. The Project Manager will be responsible for deploying the client software to the TCAO employees who will be using the client software. The Project Manager will also be responsible for training these employees on the use of the client software.
12. Provide the Project Manager with assistance troubleshooting problems during the deployment of the above mentioned software.

Consulting Estimate

The estimated fees associated with Contractor's performance of the above-listed basic services tasks, together with a detailed description of each task, are as set forth on **Attachment B**.

#### Project Assumptions

1. Standard business hours are 9:00 AM to 6:00 PM Monday through Friday. Evening and Weekend rates (see **Attachment C**, Additional Services: Hourly Rates) may apply to Services performed outside standard business hours.
2. The installations will be performed remotely whenever possible. If a direct connection for remote access is not available, additional charges may be incurred. This task will be billed in accordance with **Attachment B**.
3. The hours presented on **Attachment B** are estimates only. Contractor will bill only for actual hours worked. Project fees will be invoiced in accordance with Section 4 of the Agreement.
4. The estimated fees set forth on **Attachment B** do not include any modifications to existing customizations, unless specified.
5. Project fees are a one-time, fixed-fee cost that will be billed upon acceptance of the services in accordance with paragraph 4.6 of the Agreement, and include Project status meetings, Project planning activities and kick-off meetings.
6. Modifications to the Project Scope of Services, if requested by County, may impact the total estimate. Changes to the Project Scope of Services will be documented in writing by execution of a contract modification clearly defining the scope of work, costs and deliverables associated with the proposed change. All contract modifications will be processed in accordance with paragraph 9.20 of the Agreement.
7. Contractor will keep all travel and related expenses to a minimum. All travel and related expenses must be approved by County in advance in order to qualify for reimbursement. Reimbursement of all expenses is contingent on Contractor's strict compliance with paragraph 4.3 of the Agreement.

## ATTACHMENT B



4426 Mountain Rd., Pasadena, MD 21122 Phone 202-588-2000 Fax 410-360-6052

**Quote prepared for: Travis County TX**

8/27/2014

### ***Consulting Estimate - WorkSite 9.0 Upgrade w/Matter Centricity & Email Management***

Description	Hours	Cost Each	Extended Cost
<b>Base Project Management</b>	1	\$7,800.00	\$7,800.00
Initiate project, planning, project management/coordination, information gathering & attend meetings			
<b>Project Kick-Off</b>	4	\$200.00	\$800.00
Identify Project Team			
Review Best Practices			
Review Project Plan and Task List			
Hardware and Software Planning			
<b>Remote Connection Support</b>	20	\$200.00	\$4,000.00
<b>Implementation Planning &amp; Information Gathering</b>	4	\$200.00	\$800.00
Review current systems environment			
Review current Remote Access Infrastructure			
Review current Security Infrastructure and Policies			
Review document life-cycle metrics, including creation rate, document size, predominant applications			
Review existing document repositories, determine document classification methods, validation data required, security structure			
Review current workstation environment, including existence of a standard image, standard application installation paths, and OS versions			
Finalize and document implementation design			
<b>Matter Centric Planning</b>	24	\$200.00	\$4,800.00
Meet w/Focus Group for Matter Centric Design			
Metadata map review			
Matter Centric Folders by Practice Group			
Security on Matters and Emails			
<b>Server Builds</b>	28	\$200.00	\$5,600.00
Review Server Configurations			
Configure SQL For DMS			
Install and Configure up to (1) WorkSite DMS Server to v9.0			
Install and Configure IDOL Indexer			
Install and Configure Communication Server			
Install and Configure Mobility Server for IOS Devices			
<b>Data Review &amp; Conversion</b>	16	\$200.00	\$3,200.00
Review Free Form Fields			
Convert to drop-down fields			
<b>Client Integration</b>	24	\$200.00	\$4,800.00

FileSite & DeskSite Desktop Testing			
IOS Device Testing			
Integrate other applications			
Assist with Integration issues			
<b>Workspace Creation</b>	12	\$200.00	\$2,400.00
Create workspace xml templates			
Create workspaces			
Automate Generation Process			
<b>Matter Centric Implementation</b>	16	\$200.00	\$3,200.00
Refile Documents			
Conversion Support			
Provide Technical Assistance w/Desktop Deployment			
<b>Pilot Prep</b>	16	\$200.00	\$3,200.00
Create workspaces for pilot group			
Migrate documents into workspaces			
Push out desktops to pilot group			
Modify based on feedback			
<b>Post Rollout Support</b>	32	\$200.00	\$6,400.00
3rd Tier Support - 3 days onsite			
<b>Training</b>			
Administrator Training - Including Workspace generation process	12	\$200.00	\$2,400.00
Train the Trainer	16	\$160.00	\$2,560.00
Documentation of configuration	8	\$200.00	\$1,600.00

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**Total Estimated Fee for Basic Services \$53,560.00**

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<b>Optional Considerations:</b>	<b>Hours</b>	<b>Cost Each</b>	<b>Extended</b>
Onsite Technical Support (per day)	8	\$200.00	\$1,600.00
Training & Floor Support (per day)	8	\$160.00	\$1,280.00

**ATTACHMENT C**  
**ADDITIONAL SERVICES**

Compensation for Additional Services

1. For the performance of the Additional Services listed below, County will pay Contractor under a written amendment to this Agreement. The performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the County Attorney's Office. Fees for Additional Services will not exceed the sum of \$ 11,966.
2. The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth below.
3. County will compensate Contractor for the Additional Services unless the work comprising the Additional Services was made necessary by Contractor's errors or omissions, in which case County will not compensate Contractor.

Additional Services: Hourly Rates:

Senior Consultant: \$ 200/hour  
Senior Records Consultant: \$ 215/hour  
SQL/ASP Programmer: \$ 215/hour  
Application Consultant: \$ 200/hour  
End User/Floor Support DMS Trainer: \$160/hour  
Evening & Weekend: \$ 250/hour  
Optional Considerations: see Attachment B.

## **ATTACHMENT D**

### **INSURANCE REQUIREMENTS**

Contractor shall provide and maintain the following insurance during the Agreement term:

(i) Worker's Compensation in accordance with statutory requirements.

(ii) Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on same for independent subcontractor(s). County shall be named as an additional insured under this coverage, and a waiver of subrogation in favor of the County shall be attached.

(iii) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts. County shall be named as an additional insured under this coverage, and a waiver of subrogation in favor of the County shall be attached.

(iv) Employer's Liability Insurance for bodily injury, limit of \$250,000 per occurrence, and for disease, limit of \$250,000 per occurrence, and an aggregate limit of \$500,000. County shall be named as an additional insured under this coverage, and a waiver of subrogation in favor of County shall be attached.

(v) Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

(vi) Contractor shall not perform any of the Services under this Agreement until certificates of insurance meeting the above requirements have been provided to County. Contractor shall not allow any subcontractor(s) to commence work in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by County will not relieve or decrease the liability of Contractor under this Agreement.

(vii) The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The insurance company will be subject to County's approval. Contractor must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

**ATTACHMENT E**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS           §  
COUNTY OF TRAVIS      §

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Contractor: \_\_\_\_\_  
County of Contractor: Travis County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this Agreement, which list is attached to this affidavit as Exhibit 1.
5. Affiant has personally read Exhibit 1 to this Affidavit.

Affiant has no knowledge of any Key Contracting Person listed in Exhibit 1 with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

EXHIBIT 1  
LIST OF KEY CONTRACTING PERSONS  
August 28, 2014

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
Commissioner, Precinct 2 .....	Bruce Todd	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	CharylN Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
Interim County Executive, Planning & Budget .....	Leroy Nellis*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	

Attorney, Transactions Division .....Barbara Wilson  
 Attorney, Transactions Division .....Jennifer Kraber\*  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division .....Beth Devery  
 Attorney, Health Services Division .....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Elaine Casas, J.D.\*  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB  
 Purchasing Agent Assistant IV .....CW Bruner, CTP, CPPB  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter, CPPB  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB, CTPE  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Loren Breland, CPPB  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM, CPPB  
 Purchasing Agent Assistant IV .....Angel Gomez  
 Purchasing Agent Assistant IV .....Jesse Herrera, CPPB, CTPM, CTCM, CTP  
 Purchasing Agent Assistant III .....Vacant  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Sydney Ceder  
 Purchasing Agent Assistant III .....Ruena Victorino  
 Purchasing Agent Assistant III .....Rachel Fishback  
 Purchasing Agent Assistant II .....L. Wade Laursen  
 Purchasing Agent Assistant II .....Sam Francis  
 HUB Coordinator .....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Rosalinda Garcia

**FORMER EMPLOYEES**

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst	Jennifer Francis	11/29/14
Executive Assistant	Barbara Smith	01/15/15
Attorney, Transactions Division	Jim Connolly	02/28/15
County Executive, Planning & Budget	Leslie Browder	03/31/15

\* - Identifies employees who have been in that position less than a year.