

ADDENDUM #5 TO CONSULTING AGREEMENT
BETWEEN COMAL COUNTY AND STURGIS WEB SERVICES

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

1. This Addendum to the above-referenced Agreement is made and entered into by and between Comal County, Texas, a political subdivision of the State of Texas, ("Client") and Sturgis Web Services, a South Carolina corporation ("Provider").
2. For purposes of this Addendum, the above-referenced Agreement and all of the attachments and schedules thereto will be referred to generally as the "Agreement."
3. Client is a political subdivision of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended, and the equipment and license are being secured for use by Client. Exemption certificates will be provided to Provider upon request. Paragraph 4 of Agreement is, therefore, deleted.
4. Paragraph 5 of Agreement is deleted and replaced with the following: "This Agreement shall begin on January 1, 2016. This Agreement will be for a term of one (1) year. This Agreement may be extended provided all terms and conditions, except for the contract period being extended, remain unchanged and in full force and effect. Any extension of the Agreement requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be in one year increments."
5. 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 will be of no force and effect. Furthermore, it is expressly understood and agreed that Client, its officers and employees may request advice, decision and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to Confidential Information or any software, or any part thereof, or other items or data furnished to Client whether the same are available to the public. It is further understood that Client, its officers and employees will have the right to rely on the advice, decisions, and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligations to Provider for the disclosure to the public, or to any person or persons, of any Confidential Information or any software, or a part thereof, or other items or data furnished to Client by Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas. Paragraph 7(b) of Agreement is amended to add the following to the beginning of the first sentence: "To the extent allowed by law ..."
6. Paragraph 10 of Agreement is amended as follows:
 - a. Delete ", at the option of Provider,"
 - b. Delete "Except as set forth on Exhibit A, Provider does not warranty or guaranty that the Consulting Services will result in a work product that will achieve the intended results of Client and hereby expressly disclaims any express or implied warranties relating thereto."
7. Paragraph 12(d) is amended as follows: Delete "a reasonable period of time" and replace with "10 days."
8. Paragraph 12(g) is amended as follows: Delete in entirety and replace with "Provider shall abide at all times by the terms of the Comal County Vendor Remote Access/Password Policy, attached hereto and incorporated herein by reference."

9. Paragraph 12(h) is amended as follows: Delete in entirety.
10. The parties agree that under the Constitution and laws of the State of Texas, Client cannot enter into an Agreement whereby Client agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
11. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
12. Venue. Exclusive venue for any action or claim arising out of this Agreement will be in Comal County, Texas.
13. Immunity. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.
14. In the event of any conflict between either the terms and provisions of this addendum or the terms and provisions of the Agreement, or any portion thereof, this addendum shall control.

COMAL COUNTY

STURGIS WEB SERVICES

By _____
SHERMAN KRAUSE, County Judge

By _____
RANDY STURGIS, President

DATE: _____

DATE: _____

ATTEST:

Bobbie Koepp, County Clerk