

EXHIBIT E



Waller County
Project Specialist - GIS
PROFESSIONAL SERVICES AGREEMENT

Table of Contents

- A. Scope of Project
- B. Responsibilities of Parties
- C. Schedule of Project
- D. Costs and Charges

EXHIBIT E



Section A

SCOPE OF PROJECT **Project Specialist – GIS**

XperNet Services will provide service and support of Waller County's Geographic Information System (GIS) needs related to the Tyler Enterprise Public Safety GIS programming and development as well as GIS needs within dispatch of the Sheriff's Department.

This Agreement will allow for services to be performed in the following areas as specified by Waller County, however not limited to those below:

- GIS development particularly for the Tyler Public Safety.
- GIS management of dispatch needs as the GIS system is developed.
- Build, manage, and analyze geospatial databases.
- Maintain GIS data.
- Other GIS needs as required and mutually agreed upon.
- Coordinate with Project Managers and Vendors



Section B

Responsibilities of the Parties

XperNet Services shall:

Provide staff to be on-site at Waller County as required. Support, research and monitoring may be remote as well as on-site.

Maintain GIS systems for Tyler Enterprise systems and Dispatch needs.

Provide required resources in the form of labor only to adequately respond to Waller County's needs for this project.

Provide administration and management for the project to control resources, costs, and ensure that the quality of service is consistent with the intent.

Promptly respond to needs during development and production.

Acquire on behalf of Waller County, service parts, software, and licenses as required (Cost and Charges Section of this Agreement).

Allow Waller County to utilize this Agreement for any GIS need. Additional approval and mutual agreement is required if additional billing or time/labor is necessary.

Waller County shall:

Provide a single point of contact for all calls for administrative and services related issues under this Agreement. The contact person is identified on the signature page of this Agreement.

Provide a safe and effective work environment for XperNet Services' staff to facilitate the project. This is inclusive to proper login IDs to properly work within systems as well as access to buildings necessary.

Provide payment in full of the amount agreed in the Cost and Charges Section of this Agreement. Furthermore, provide a Purchase Order or approval as required for the instances that require service, security parts or new parts as necessary upon identification of a problem.

EXHIBIT E



Section C

SCHEDULE OF PROJECT

County Holidays and Weekends are not considered standard business days for this Agreement. Therefore, under the time constraints of this Agreement, normal response will fall within the hours of 8 a.m. and 5 p.m. Central time. Any requests for support outside of normal business hours (8:00 a.m. and 5:00 p.m. or for longer than 8 hours in one day) may be considered within the severity of the request and availability of XperNet staff. XperNet agrees to provide after-hours support to the best of its ability as required based on urgency and criticality of need.

It is expressly understood by both XperNet Services and Waller County that no additional work or services will be performed by XperNet that would result in additional billings outside the Scope of Project contained in Section A of this Agreement without the express request and approval of Waller County. If such an occurrence does exist, XperNet Services cannot invoice nor expect payment without prior approval from Waller County for such services, hardware, software, or otherwise with a definitive amount agreed upon by Waller County.

EXHIBIT E



Section D

Costs and Charges

The cost for XperNet Services to provide the specialized services to Waller County is included in the rate. The monthly rate for this Agreement is **\$7,885.00** per month. This rate is inclusive of all labor required under this Agreement. Any out-of-pocket charges/expenses (travel or otherwise) will be invoiced as necessary with an additional 15% fee.

Costs related to traveling to Waller County offices ONLY are included in the monthly rate.

Project Award and Payment:

Waller County will pay XperNet Services net in advance of each month. XperNet Services will provide a monthly invoice. Costs of hardware, software, licenses, etc. required for this project shall be at the cost of Waller County.