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Waller County  
PC & Network  
PROFESSIONAL SERVICES AGREEMENT

Table of Contents

- A. Scope of Project
- B. Responsibilities of Parties
- C. Schedule of Project
- D. Costs and Charges
- E. Terms and Conditions of Agreement



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**Section A**  
**SCOPE OF PROJECT**  
**Waller County**  
**Service Support Agreement**

XperNet Services will provide service and support of Waller County's computers and network system. If a service call for support requires the use of parts as a remedy, pricing for such parts is additional and the cost is predetermined as listed in the Costs and Charges section of this Agreement.

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

- Private Networks maintenance
- Mobile Device Management and maintenance as approved
- Server Maintenance and support
- E-mail and security maintenance utilizing in-house as well as third-party and/or on-site/cloud appliances
- Management of Data file storage, security, and management systems
- Management of Internet restrictions and firewall maintenance and review
- Management of Individual computer intelligence (security and access through Domain Control)
- Strategic advice as applied to technology needs
- Main Point of contact for ALL technology-oriented providers on behalf of Waller County
- Manage and Maintain updates, service packs/patches as required and necessary utilizing tools and subscriptions provided and paid for by Waller County
- Printer support for printers that are not beyond the manufacturer's support age
- Management and control of Cybersecurity training via electronic means and personal utilizing County Paid third-party software/vendors as required to effectively maintain county employee training
- Backup and Disaster Recovery utilizing County Paid third parties as well as in-house appliances or devices for data residing on servers as approved
- Utilization of Artificial & Automated Intelligence to assess/audit and maintain patches, updates and remote control for support needs utilizing secure third-party software
- Coordinate technology needs for new buildings and new county buildouts and remodels; thus working with the County Construction Manager (this agreement does not include installation tasks or relocation services for such new buildouts and installations)
- Provide Managed Services as required for maintenance and security of technology-based systems.
- Maintain County Budget for IT required items
- Remain as purchasing agent for county vendors related to IT services and hardware when required and requested by Waller County
- Support for Sheriff Dept/TLETS/DPS and secure items as required
- Other IT needs as required and mutually agreed upon.



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## Section B Responsibilities of the Parties

XperNet Services will:

Provide staff to be on-site at Waller County as required, for regular maintenance and support. Support, research and monitoring may be remote at XperNet Services offices as well as county on-site.

Maintain the security of the network systems. Should security or firewall breach occur, XperNet will respond as promptly as possible to the system(s) affected or diagnosed. The affected system(s) will be disconnected from the network, repaired and verified to be operational prior to reconnection. A network security issue or hack may require total disruption of network resources as required before reconnection is obtained. Security within the computing environment is considered a high priority. Therefore monitoring, notification, modification and/or maintenance of security of the system will be considered as required 24 hours a day, 7 days a week. XperNet utilizes third-party CJIS compliant secure software & systems from Connectwise and others to aid in monitoring, ticket creation, patching and remote connectivity.

Provide required resources in the form of labor only to adequately respond to Waller County's needs to service a situation (or as scheduled with Waller County's contact).

Monitor the available software patches offered by software vendors for network and desktop operating systems, virus software and spyware.

Recommend and install software patch updates on a timely basis to ensure that the most current protection software is employed.

Provide the resources required to adequately service and respond to non-critical issues. Calls for new installations, modifications to systems, office moves, etc. must be made by appointment and scheduled whereas resources from both parties can work together.

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

Promptly service all calls.

Acquire on behalf of Waller County, service parts, software, Managed Services and needed security licenses as required (Cost and Charges Section of this Agreement). If XperNet Services cannot acquire a service part, direction will be given to locate and purchase parts required.

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

Provide Waller County with IT strategy and growth/change consultation as required to review status, plan and prepare for additional growth/changes and IT infrastructure needs.





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Waller County will:

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 ID's to administer and maintain the network systems as well as access to buildings for Waller County.

Provide XperNet the use of, at full cost to Waller County, wireless devices for remote access utilizing current Cell Providers as well as computing tools equal to the current computing environment as required to complete tasks.

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.



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## Section C

### SCHEDULE OF PROJECT

**Term.** This Agreement will commence upon the date of execution by both Parties. The Agreement will remain in full force and effect for twelve (12) consecutive months. The Agreement will automatically renew annually thereafter, unless terminated by either Party.

County Holidays and Weekends are not considered standard business days for this Agreement. Therefore, under the time constraints of this Agreement, normal computer repair and 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 to the Sheriff's Department as required based on urgency and criticality of need.

Emergency calls (Server down and entire network malfunction issues) warrant a 4-hour time response and will be considered an emergency event requiring immediate attention.

Notification of a repair in need will warrant (through Waller County's point of contact) XperNet Services engineer to communicate directly with the person in need. The communication will help determine the fault and better prepare the engineer to have the required resources to perform the resolution.

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.



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## Section D

### Costs and Charges

The cost for XperNet Services to provide the regular maintenance and support services to Waller County is included in the rate. The monthly rate for this Agreement is **\$31,375.00** per month. This rate is inclusive of all labor required under this Agreement. Should a repair in need be resolved remotely from XperNet Services offices, the costs are included 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. The billings by XperNet Services to Waller County for reimbursement of parts and supplies required under the terms of this Agreement will be payable within 30 days of invoice date. Costs incurred will be invoiced and payable upon each occurrence pursuant to the approved Purchase Order or Commissioners Court Approval. Expenses, costs, etc., if required, will be billed at XperNet Services actual cost plus no more than 15%. XperNet will provide original purchase/proof of payment/receipt along with invoice for such occurrences.

**Termination.** Either party may terminate this Agreement at any time, without cause, by giving at least thirty (60) days' notice to the other Party prior to the termination date. In the event of termination, the monthly rates in full shall be due and payable to complete the end of a month following 60 days.





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## Section E

### TERMS AND CONDITIONS

**Confidentiality.** Waller County understands that XperNet Services may have control of, access to, or see data or information that is proprietary or private in nature and may contain 'corporate, secure or personal sensitive' information. XperNet Services agrees to keep confidential all information or data and will not disclose such information or data in whole or part to any third party without prior written consent of Waller County. XperNet acknowledges that Waller County is a governmental entity subject to the Texas Public Information Act. XperNet further acknowledges that Waller County will comply with the Public Information Act.

**Independent Contractor.** XperNet Services is providing services to Waller County as an Independent Contractor. XperNet Services is not an employee of Waller County.

XperNet Services acknowledges that it is a policy of Waller County (county) that:

- a) The use, possession and/or distribution of illegal or unauthorized drugs, and drug related paraphernalia on the County's premises are prohibited as well as the possession of alcoholic beverages on County property, except where authorized by County's management;
- b) Entry or presence on County premises by any person, including XperNet Services constitutes consent to County to conduct searches, whether announced or unannounced, on County premises of the person and his personal effects for such prohibited items; and
- c) Any person who is found in violation of this policy or who refuses to permit a search may be removed and barred from the County, at the sole discretion of the County.



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**Entire Agreement.** This instrument contains the entire agreement between the Parties. Any oral or written representations or modifications concerning this Agreement are of no force and effect excepting a subsequent modification in writing signed by the Parties.

**Force Majeure.** Neither XperNet Services nor Waller County will be held responsible for delays, failures, or accidents resultant from acts beyond its control. These acts will include, but are not limited to, acts of God, strikes, lockouts, riots, war, terrorists, disease, epidemics, government regulation, fire, power outages or other disasters.

**Non-Solicitation of Employees.** XperNet Services and Waller County agree not to solicit the employees of either party for employment for a period of 120 calendar days following expiration of the Agreement.

**Assignment.** This Agreement is not assignable by either party without prior written consent of both parties.

**Execution.** The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party represents and warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

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**Waller County**

425 FM 1488  
Hempstead, TX 77445  
979/826-7700

C. Trey Duhon

Waller County Judge

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**XperNet Services**

P.O. Box 6505  
Katy, TX 77491  
281/392-5292 Fax: 281/392-3668

Gregory J. Henry

President

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*Date*

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*Date*