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Waller County  
SECURITY INFORMATION AND EVENT MANAGEMENT  
Professional Services Agreement

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## Section A

### **SCOPE OF PROJECT** **Waller County** **Service Support Agreement**

XperNet Services will provide, supervise and manage Security Information and Event Management (SIEM) of Waller County's Networks and Devices as required for security and CJIS Compliance. SIEM will be performed as required utilizing the existing Connectwise MSP portal owned by Xpernet Services per USER LOGIN within the County Network as Managed. 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:

- Security per LAN connected Device maintenance and management
- Event Monitoring Management and maintenance
- Coordination of reporting requirements in accordance with CJIS regulations
- Main Point of contact for SIEM on behalf of Waller County
- Support for Sheriff Dept and DPS requirements related to CJIS regulations
- Procurement/Management and Support of SIEM systems and components



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## Section B

### 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.

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 ordering such services, hardware, software, or otherwise with a definitive amount agreed upon by Waller County.



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## Section C

### 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 **\$11.50 PER DOMAIN USER**/per month. This rate is inclusive of all labor required under this Agreement as well as the cost of the SIEM Suite; allocated through the Managed Service Provider "Xpernet Services". Any out-of-pocket charges/expenses (travel or otherwise – if required) 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 Physical equipment needs (if any) shall solely be at the cost of Waller County.

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





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## Section D

### 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*