

KaybroTech Site Management Services & Hardware Contract 2015-2017

This Agreement is made and entered into on this the 12th day of December, 2015 by and between Kaybro Technologies, hereinafter referred to as "Seller", with its principle place of business in Sulphur Springs, Texas, and Titus County Texas, hereinafter referred to as "Buyer", with its principle place of business in Mt. Pleasant, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. Term.

This agreement shall be in effect from February 1st, 2015 through January 31st, 2017.

2. Site Manager and Related Documents.

A) Seller agrees to provide to Buyer one (1) or more technicians, hereinafter collectively referred to as "Site Manager", for up to sixty (60) hours per week, not to exceed eight (8) hours per day per technician. Site Manager responsibilities include, and may be limited to:

1. Daily operations of Buyer's primary computer operating systems, loading new software updates and enhancements, and assisting and managing iSeries systems in coordination with NET Data Corporation located in Sulphur Springs, TX.
2. Consult and provide computer related hardware support to end users.
3. Monitor and administer the Buyer's internal network configuration, including all routers, switches and hubs.
4. Track the progress of work being done and upon request provide a monthly summary of all **online trouble tickets**, containing all work requested and completed, to Commissioner's Court designee.
5. Provide additional and reasonable services as deemed appropriate by both the Commissioner's Court and Seller.
6. Perform other duties as may be described in the attached documents "Site Management Operations" and "Commissioners Court Services Review".
7. Seller agrees to maintain communications with NET Data Corporation located in Sulphur Springs, Texas for all service changes and updates related to the iSeries systems, including deploying client-based Real Vision Software, NetD Online, 5.3+ iSeries Access and all related service packs as well as any other primary software companies that may be introduced to Buyer's network systems.

B) It is agreed that Buyer reserves the right to request the dismissal of the Site Manager should the Buyer, through Commissioner's Court, determine that the Site Manager has failed to perform at a satisfactory level. Buyer agrees to give written notice from the Court of such warning at least ten (10) days before dismissal. Seller agrees to promptly replace the Site Manager with another qualified individual.

3. County Information Technology Committee.

Buyer shall provide one non-elected official to represent each office which is supported by the "KaybroTech Site Management Services Contract 2015-2017" to act as a liaison between Buyer and Seller for the Technical advancement of each supported office. If at all possible, the contact person will attend each Information Technology Committee meeting as scheduled.

4. Service Requests & Tickets.

Each user will submit a detailed explanation of all work requests through the ticketing system provided by Seller unless Seller deems another solution reasonable in which case these requests may not be tracked or reported about to the commissioners' court according to Section 2, A4 since there may be no physical record of the report. If possible all requests will be recorded and reported about upon request as stated in Section 2, A4.

5. Support Installations.

Seller agrees to provide support only to the following specified installation offices:

- A) Adult Probation's Office, Mt Pleasant, Tx
- B) Auditor's Office, Mt Pleasant, TX
- C) County Attorney's Office, Mt Pleasant, TX
- D) County Clerk, Mt Pleasant, TX
- E) County Judge's Office, Mt Pleasant, TX
- F) District Clerk, Mt Pleasant, TX
- G) District Judge's Office, Mt Pleasant, Tx
- H) County Barn/Commissioners' Office, Mt Pleasant, TX
- I) Justice of the Peace, Precinct 1, Mt Pleasant, TX
- J) Justice of the Peace, Precinct 2, Mt Pleasant, TX
- K) Purchasing Office , Mt Pleasant, TX
- L) Sheriff's Office Jail, Mt Pleasant, TX
- M) Sheriff's Office, Mt Pleasant, TX
- N) Tax Office, Mt Pleasant, TX
- O) County Elections Office, Mt Pleasant, TX
- P) Treasurer's Office, Mt Pleasant, TX

6. Special Circumstances & Liabilities.

Buyer understands that Seller may not always have in its employment the individual/s to be designated as the "Site Manager" and agrees to allow Seller sufficient time to fill this position, if vacant, with a qualified person. If routine visits are interrupted due to a Seller vacancy, payment for services will cease until a qualified person is secured to fill the vacancy. Buyer also understands that Seller may not always have available someone who may be able to dispatch immediately upon request as indicated by "Emergency (off hours/weekends)" as listed in "Commissioners' Court Services Review" however Seller agrees to dispatch Site Manager as soon as possible within a reasonable time frame based on the severity of the request. Buyer also agrees that Seller is not responsible for any type of damage, hacks, virus infection, hijacks, identity theft etc to Buyers computer hardware, software or related network nodes and agrees not to pursue any legal charges towards Seller should an incident occur. Seller agrees to quickly provide a detailed analysis of any theft or intrusion that Seller deems a potential threat so that Buyer may take action to defend its network and computers against any such attack.

7. Termination.

This contract automatically terminates at the end of the contract period. All service requests thereafter would be billable at our normal business rates at the time of termination. Buyer and Seller may mutually agree to extend the contract for additional terms.

8. Hardware Included.

Seller agrees to provide the following hardware upon request to Buyer not to exceed five (5) items per month unless otherwise agreed upon by Seller and Buyer:

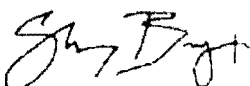
- A) I-Series Desktop, 8GB DDR3 RAM, 1TB HDD (QTY:40)
- B) Microsoft Office 2010-20xx Office Installed (QTY:40)
- C) Antivirus Software (malwarebytes pro) Installed (QTY:40)
- D) UPS – Battery Backup 1500VA Minimum (QTY:6)
- E) Gigabit Managed ProCurve 24-Port Switch (QTY:2)
- F) Gigabit Managed ProCurve 48-Port Switch (QTY:2)

9. Consideration.

In consideration of the aforementioned services, Buyer will pay to Seller the sum of \$105,677.80 per year for two consecutive years totaling \$210,843.60. Such fee shall be payable in monthly installments of \$8,806.48 for twenty four (24) consecutive months. All additional on-site and remote support during normal business hours (Monday through Friday, 8am-5pm) but outside of contracted hours must be authorized in advance by Titus County representatives at a rate of \$75.00 per hour during normal business hours, and at the rate of \$150.00 after business hours, or during holidays, in addition to any

travel fees that may apply. All additional requested hours may incur additional charges. Payments shall be due on the first day of each month prior to the month of service. Such payments shall be paid in cash to Seller in Sulphur Springs, Hopkins County, Texas.

Signed on this the 12 day of Jan, 2015.

BY: 

Shawn Bryan, President
Kaybro Technologies

BY: 

Brian Lee, County Judge
Titus County

Commissioners' Court Services Review

Year end workload under current contract (2013/14)	AVG Hrs/Week	Contract Rate	Non
County Nodes/Desktop/Laptops - Est 90	16	\$ 479.17	\$ 1,200.00
Linux Web Server (daily/backup/requests/maintenance)	16	\$ 479.17	\$ 1,200.00
County Sheriff's Office Desktop/Laptops - Est 35	5	\$ 149.74	\$ 375.00
County Wide local Printers Scanners etc (peripherals)	5	\$ 149.74	\$ 375.00
Sonicwall Pro Annex (next gen)	2	\$ 59.90	\$ 150.00
NetData IBM Mainframe and associated softwares	2	\$ 59.90	\$ 150.00
Commissioners Court Web Video process/Youtube Channel	1.5	\$ 44.92	\$ 112.50
Sonicwall Pro & ProCurve Switches located in SO (next gen)	0.5	\$ 14.97	\$ 37.50
KIOSK/Law Library and Magistrate systems located at SO	0.5	\$ 14.97	\$ 37.50
DPS/TLETS (omnix)	0.2	\$ 5.99	\$ 15.00
Suddenlink Gateway/Internet Bandwidth troubleshooting	0.2	\$ 5.99	\$ 15.00
DD-WRT Netgear WIFI and attached devices	0.1	\$ 2.99	\$ 7.50
Drobo Network Address Storage for CA	0.1	\$ 2.99	\$ 7.50
IT Isolated Network w/ Gateway	0.1	\$ 2.99	\$ 7.50
Juniper Server - secondary maintenance	0.1	\$ 2.99	\$ 7.50
Lexis/Nexis - Secondary Maintenance	0.1	\$ 2.99	\$ 7.50
Justice Center Court WIFI & connected devices	0.1	\$ 2.99	\$ 7.50
Network Adapters/Media Converters - 10	0.05	\$ 1.50	\$ 3.75
2014 Weekly Totals	49.55	\$ 1,483.92	\$ 3,716.25
Option A - 40 hours per week		1920 hrs per year	\$ 57,500.00
			Current Contract

Expected increased workload for 2015	Expected Hrs/Week	Contract Rate	Non
Web Hours for Ubuntu 10.04 TLS Server Upgrade + Requests	2	\$ 59.90	\$ 150.00
Adult Probation's Office and related network equipment	1.5	\$ 44.92	\$ 112.50
Sonicwall Pro x2 (next gen)	1	\$ 29.95	\$ 75.00
Hardware re-arranging and exchanges (moving)	1	\$ 29.95	\$ 75.00
Quarterly Backup for Primary Servers	0.75	\$ 44.92	\$ 112.50
Emergency (off hours/weekend) rate X2	0.75	\$ 22.46	\$ 112.50
County Court WIFI (courthouse/annex)	0.5	\$ 14.97	\$ 75.00
District Judge's Office (assuming full service)	0.05	\$ 1.50	\$ 7.50
MISC Requests (remote software, TLS help, meetings, etc)*	0.05	\$ 1.50	\$ 7.50
2014 Expected weekly increase Totals	7.6	\$ 227.60	\$ 570.00
Option B - 60 hours per week		2400 hrs per year	\$ 86,250.00
			< Total

Expected Hardware Purchases for 2015	Item QTY	Contract Price (ea)	Non
Annual County Desktops Win 7, I-Series, 8gb, 1tb HDD	20	\$ 639.00	\$ 669.00
Microsoft Office Keys for Desktops	20	\$ 209.00	\$ 229.00
Antivirus Softwares for New Desktops	20	\$ 29.99	\$ 39.99
UPS - Battery Backups 1500VA	3	\$ 159.00	\$ 159.00
Gigabit Switch (ProCurve) 24-port for Court 2nd floor	1	\$ 496.00	\$ 496.00
Gigabit Switch (ProCurve) 48-port for Annex	1	\$ 889.00	\$ 899.00
2015/16 Expected Hardware Totals	65	\$ 19,421.80	\$ 2,491.99
Option C - 80 hours per week		2880 hrs per year	\$ 117,000.00
			< ITC Recommended