



Managed Services Agreement

FOR Lamb County

Description of Services.....	2
Managed Services Response Times.....	4
Managed Services Requirements.....	5
Agreement.....	6
Terms and Conditions.....	8
Addendum.....	13

Description of Services

On-Site and Remote Support

Warren Computers (WC) will provide **unlimited remote and up to 8 hours on-site per month** maintenance and support for the existing hardware and software including all equipment listed in the Addendum. WC will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. WC will make a best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Remote support of other staff home computers is included for access to the network provided home computers have current Windows or Apple operating systems and antivirus and are updated regularly. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at WC's then hourly rate for service, as described in the Agreement section.

Backup Services

WC will provide cloud based data backup and recovery services. Each device that requires data backup will have a client backup interface installed. Workstations (Windows Home or Business operating system) will be billed at \$5 per month and servers (Windows Server operating system or workstations with server role - usually peer to peer) will be \$25 per month. Backup workstations and servers and original location of data to be included in backup will be determined by department heads. WC recommends that Lamb County purchase a secure local Network Attached Storage device to be used as a secondary backup device synced with cloud backup. Additional tertiary backup devices can be integrated into the backup process as required by department heads. **Unlimited data recovery service time for cloud backup and local backup is included and will not count against on-site and remote services limits.**

Extended Detection and Remediation (Antivirus)

WC will install Huntress Extended Detection and Remediation (EDR) agent and Microsoft Defender on all Lamb County workstations, laptops, and servers with supported operating systems. The agent will provide real-time prevention, detection, monitoring, mitigation, and remediation for all incidents through WC's management console. For unsupported Windows operating systems, Webroot SecureAnywhere will be installed.

Unlimited Automated Support

Through the use of WC's Remote, Monitoring and Management (RMM) software, unlimited support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Apple Operating Systems, Microsoft Office. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. WC's remote monitoring and management software will

monitor all PC's that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in WC's ticket management system to be addressed by a technician or WC's automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in WC's ticket management system. All time billed by WC's Automated Support software will be covered under the terms of this agreement.

Virtual CIO

WC can, at Lamb County request, and as needed, provide quarterly meetings with Lamb County to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the future.

Managed Services Response Times

Trouble	Priority	Response Time 9am-5:30pm Weekdays	Response Time 5:30pm-9am Weekdays/Holidays
Service not available (all users and functions unavailable. Ex: Server down).*	1	Remote within 1 hours On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected).*	2	Remote within 2 hours On-Site within 4 hours	Remote within 2 hours On-Site within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).**	3	Remote within 8 hours On-Site within 48 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected).**	4	Remote within 24 hours On-Site within 72 hours	Remote within 24 hours On-Site within 72 hours

*For same day services on priority 3 and 4 tickets must be entered before 4pm.

**Lamb County may request a specific technician however WC will at its discretion assign a technician to address a service ticket or project work.

***WC reserves the right to allow WC's NOC (Network Operations Center) to address all tickets initially. If the NOC cannot resolve a ticket it will be escalated to a WC Tier 3 or Tier 4 technician. If a ticket is escalated to WC from the NOC, WC may, in its sole discretion, determine that an onsite visit is necessary. Lamb County agrees that weather, traffic conditions or Force Majeure outside the control of WC may extend or prevent remote or onsite response.

Managed Services Requirements

1. PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 5 years old or turning 5 years old in the first 12 months of the agreement. Servers must be replaced by Lamb County upon reaching the age of 5 years. Replacement installation costs are billed outside the monthly service amount at WC's then hourly rate. Servers must be covered by an active hardware warranty. WC will coordinate warranty diagnostics, repairs and return to service.
2. PC's (laptops/desktops/Macs) in excess of 5 years in age that fail will need to be replaced by Lamb County with a new machine or one that is less than 5 years in age. Work to restore or replace equipment older than 5 years will be billed as an additional charge.
3. All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Lamb County must update their operating system or remove it from any access to the network.
4. Lamb County will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
5. If a Lamb County has software particular to its business which is installed on its network, Lamb County is responsible to obtain installation, training and continuing technical support from the software provider. WC technicians are able to assist with network support but they are not experts in all software applications and rely on the software manufacturer to provide software support at Lamb County's expense.
6. This Agreement covers associated computers and other devices as detailed in the appendix. Lamb County shall provide a desktop and laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
7. All server and desktop software must be genuine, licensed and vendor-supported.
8. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
9. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
10. All wireless data traffic in the environment must be securely encrypted.
11. There must be an outside static IP address assigned to a network device, allowing VPN Access. At the time of initiating service for Lamb County, WC will evaluate Lamb County's network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services.

Agreement

Lamb County and WC agree to the following:

WC will provide the Managed Services listed on the Managed Services Offerings. This agreement is annually, beginning October 1, 2024 through September 30, 2025 and will remain in force automatically renewing each year thereafter. Service to be provided to Lamb County is for the network located at the address(es) set forth in the attached Description of Network Equipment Supported for the equipment described therein. Lamb County agrees to all requirements in the preceding pages of this document.

Lamb County will pay WC each month the discounted amount of **\$3665.40 for Managed Services plus monthly calculated Backup/Recovery fees beginning at \$996.00 for the first month and any additional product and/or services. Invoices will be submitted monthly, as necessary, with updated Backup/Recovery fees as the volume changes.** Work performed by WC on-site or remote using the allotted time as described in Description of Services - On-site time will be calculated and deducted by 30 minute increments for regular time and 30 minutes multiplied by 1.5 for weekends and Lamb County holidays - travel time will not be used in the calculation for monthly included allotted time.

WC's **hourly rate** for additional services and at the exhaustion of allotted monthly service time for onsite is **\$50.00**, weekdays 9-5; from 5:01 pm to 8:59 am weekdays, anytime weekends and Lamb County holidays is **\$75.00**. Travel time will be calculated for on-site service calls and additional services after allotted time has been consumed.

This Agreement covers only Lamb County's locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.

The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Lamb County's monthly charges. For example, Lamb County moving to a new location or adding additional users requiring additional routers and networks are Projects. All services requested by Lamb County which are not included in the coverages set out in this Agreement are billed as "Additional Services" or a "Project" and will be quoted and billed as Separate Charges at the hourly rate stated above plus expenses. Expenses may include but are not limited to travel. The cost of any equipment necessary to perform the additional services or project will be paid by Lamb County before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Lamb County agrees to make payment in full within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.

WC will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.

WC will make available to Lamb County discounted pricing on servers, laptops, desktops and network equipment.

Lamb County will comply with the Policies and Responsibilities and also the Managed Services Requirements.

This Agreement includes the Managed Services Offerings, Managed Services Requirements and also the Terms and Conditions; these documents are incorporated herein by reference.

Lamb County

By

 Date 9/25/24

Warren Computers

By

 Date 9/23/24

Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that Lamb County makes publicly available or information which becomes publicly available through no act of WC or Lamb County or is rightfully received by either party from a third party.
2. Lamb County and WC both agree that they will not solicit for hire and it will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24-month period immediately following termination of this agreement.
3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of WC's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
4. WC shall not be liable to Lamb County or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if WC has been advised of the possibility of such damages. Regardless of the form of action, WC's cumulative liability shall be only for loss or damage directly attributable to negligence of a WC employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed one thousand Dollars. If a collection action is initiated by either party or if WC has to defend any action by Lamb County, WC is entitled to its reasonable attorney fees and expenses to be paid by Lamb County.

5. Implied Warranties are expressly disclaimed by WC. A WC contractor is a technician or contractor who operates on behalf of WC, is paid by WC and has access to WC's service ticket management system for making time entries and charges for their work. WC is not responsible for the acts of other technicians, contractors or consultants providing service to Lamb County not under its control and direction. If Lamb County purchases equipment from WC it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that WC is not responsible for functioning of the equipment and has not made any express or implied warranties. WC shall not be liable for any claim or demand against Lamb County by any third party on account of errors or omissions performed hereunder.
6. Remote access to personal computers and/or networks. If or when Lamb County transitions to home or alternative networks, WC will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. WC is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have WC's software and security features. WC is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and WC may charge it's then hourly rate for work on home or alternative networks. WC will charge for additional software installed at home or alternative networks as needed.
7. In the event of a Force Majeure WC is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.
8. Lamb County agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of Lamb County adversely affected by Lamb County's network functioning or transmissions from its network.
9. WC may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to Lamb County containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Lamb County may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.
10. Failure to pay: If payment is not received by the last day of the month for that month of service WC reserves the right to put a hold on rendering on-site and remote services

until monthly fee has been paid, provided WC gives a five (5) business day notice of late payment.

11. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by WC. Lamb County shall pay any such taxes unless a valid exemption certificate is furnished to WC for the jurisdiction of use, except in cases when WC procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to WC.
12. If Lamb County fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from Lamb County, Lamb County shall pay the costs of collection plus reasonable attorney fees.
13. This Agreement is fully assignable by WC. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
14. Termination: **Termination by Lamb County:** Lamb County may elect to terminate this agreement with 60 days notice in writing to include a Payment of a Termination Fee equal to the amount of two times the monthly Managed Services fee agreed to in this Agreement and ii.) payment of all past and currently due amounts together with late fees and costs unless Lamb County has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and provided WC was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. WC shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.
Termination by WC: a. Upon giving notice to Lamb County of default and the default is not cured within ten (10) business days of receipt of written notice from WC or for failure of Lamb County to pay for service or products at the time of ordering or within 30 days of billing. Failure of WC to require payment at the time provided shall not be construed as a waiver of the right to do so. b. Any of the following which remains un-dismissed for a period of sixty (60) days: If Lamb County files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Lamb County. c. Failure of Lamb County to comply with its obligations in this Agreement after written notice by WC of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future. d. Backups in the event of default or early termination or in the event the parties

do not renew at the end of the term of this Agreement: Lamb County shall be responsible for transferring backups to a system administered by Lamb County or others on its behalf and for paying any costs of transferring and/or setting up backups off of the system maintained by WC. If Lamb County does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Lamb County assumes all responsibility for its backups and WC has no responsibility to retain backups. In the event prior to the end of the 30 days, Lamb County places its own backups on site or obtains its own cloud backups then it shall notify WC so its backups can be terminated. e. In the event of default or termination under any circumstances Lamb County agrees it will provide access to WC technicians to remove antivirus licenses and monitoring tools. The consequence of and failure to provide this access shall be that Lamb County shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. f. In the event of termination by either party, Lamb County is responsible for the full amount of all payments for services provided and products ordered. g. If either party terminates the relationship of managed service provider and Lamb County or if Lamb County defaults then the parties agree to work cooperatively to transfer Lamb County's data and network information as directed by Lamb County to another service provider or to Lamb County. Lamb County will pay the cost of transfer which will include hourly charges of technicians to accomplish the transfer and any services maintained by WC containing Lamb County data. Lamb County must designate a vendor to handle its email, backups and any other services provided by WC. Lamb County must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this SLA. WC has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement. h. In the event of termination of services for any reason by either party, upon written request by Lamb County WC will provide up to 60 days support to allow Lamb County to make a transition provided Lamb County pays all amounts then due and pays the fee for the additional 60 days in advance.

15. **Dispute Resolution:** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the WC. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved then the aggrieved party may commence arbitration proceedings. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer-Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions.

Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The location of arbitration shall be in the home city, county of WC. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

16. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of the State of Texas. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the WC, and the parties agree and consent to such jurisdiction and venue.
17. This Agreement does not create any rights in any third parties.
18. Lamb County shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof with the exception of allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which Lamb County has purchased technical support and has scheduled such installation with WC. Programs must be installed by a WC technician or software technical support with a WC technician assisting. WC shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Lamb County or by anyone other than WC unless WC has agreed. Corrections of unauthorized modifications shall be at the rate of \$250 per hour and may be grounds for immediate termination by WC of this Managed Services Agreement. Lamb County agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator access. Only WC will make administrative or technical changes to the servers.

Addendum

Refer to Lamb County's **Remote Monitoring and Management Agreement - 2024**
Standardized Fee Schedule Included with this Agreement.

The following information is included in that worksheet.

Network Information to be filled in by Lamb County and confirmed by WC technician
Location Addresses:

Network Equipment Supported:

Equipment Number

Desktops _____

Laptops _____

Servers* _____

Network Printers _____

Standalone Printers _____

*Identify role of Servers

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Backup Devices:

#Workstations: _____

#Servers: _____

Total Volume (GB): _____

**Only hardware owned by Lamb County is to be tracked on this page.



Warren Computers
Ben Warren, Owner
409 Phelps Ave.
Littlefield, TX 79339
806-385-0026
Warren.Computers.TX@gmail.com

Remote Monitoring & Management Agreement
2024 STANDARDIZED FEE SCHEDULE
Annual Contract Discount Applied

Date: 10/1/2024
Customer: Lamb County
Address: 100 6th Dr.
City, State, Zip: Littlefield, TX 79339
Phone: 806-385-4222
Complete IT Support & System Management
Included Monthly Service Hours: 8

<u>Fee Schedule</u>	<u>FY 2024</u>	<u>FY 2023</u>
Per Workstation Fee:	\$33.00	\$21.00
Per Server Fee:	\$53.00	\$32.00
Web Filter Fee:	\$2.00	\$2.00
Huntress EDR:	\$4.00	\$4.00
Cloud Backup (Per GB):	\$0.25	\$0.06
Server Backup Client Vendor Fee:	\$25.00	\$18.00
Workstation Backup Client Vendor Fee:	\$5.00	\$2.50

Location	Office	# Workstation(s)	# Laptop(s)	# Server(s)	Cloud Backup Storage	FY 24/25	FY 23/24	Difference
Courthouse				2		\$106.00	\$64.00	\$42.00
	Adult Probation	5	2			\$231.00	\$147.00	\$84.00
	Auditor	3	1			\$132.00	\$84.00	\$48.00
	County Clerk	9	2	1		\$416.00	\$263.00	\$153.00
	County Judge	6	2			\$264.00	\$126.00	\$138.00
	District Attorney	4	1			\$165.00	\$84.00	\$81.00
	District Clerk	5	1			\$198.00	\$147.00	\$51.00
	District Judge	5				\$165.00	\$105.00	\$60.00
	JP 3	2	1			\$99.00	\$63.00	\$36.00
	Juvenile Probation	1	0			\$33.00	\$105.00	-\$72.00
	Maintenance	1				\$33.00	\$21.00	\$12.00
	Tax Assessor	4	1			\$165.00	\$84.00	\$81.00
	Treasurer	3	1			\$132.00	\$84.00	\$48.00
Sheriff		23	10	3		\$1,248.00	\$789.00	\$459.00
Lamb Co Library		12				\$396.00	\$252.00	\$144.00
Olton Library		11	1			\$396.00	\$252.00	\$144.00
Family Resource Center		2	12			\$462.00	\$273.00	\$189.00
JP1		1	1			\$66.00	\$42.00	\$24.00
JP2		1	1			\$66.00	\$42.00	\$24.00
JP4		1	1			\$66.00	\$42.00	\$24.00
Precinct 3			1			\$33.00	\$21.00	\$12.00
RMM Subtotal:						\$4,872.00	\$3,090.00	\$1,782.00
RMM Discount:					-42.5%	-\$2,070.60	-9.50%	
Huntress EDR:		99	39	6		\$576.00	\$521.28	\$54.72
Web Filter (ALL):		99	39	6		\$288.00	\$260.64	\$27.36
RMM Total:						\$3,665.40	\$3,578.37	\$87.03
DATA BACKUP/RECOVERY								
Courthouse Backup Volume:					GB 7,100	\$1,775.00	\$270.00	\$1,505.00
Sheriff Backup Volume:					GB 7,000	\$1,750.00	\$270.00	\$1,480.00
Backup Subtotal:	Cloud Storage Increased from 9000GB to 14100GB				GB 14,100	\$3,525.00	\$540.00	\$2,985.00
Backup Volume Discount:					-76.00%	-\$2,679.00	-9.50%	
BACKUP VOL. SUBTOTAL:	\$0.0600	per GB (Calculated with Discount)				\$846.00	\$488.70	\$357.30
Sheriff Backup Client				3		\$75.00	\$48.87	\$26.13
Courthouse Backup Client				3		\$75.00	\$48.87	\$26.13
Data Backup/Recovery Total:						\$996.00	\$586.44	\$409.56
					Tax	\$0.00	\$0.00	\$0.00
					Monthly Total:	\$4,661.40	\$4,164.81	\$496.59
					Annual Total:	\$55,936.80	\$49,977.72	\$5,959.08
					TOTAL ANNUAL DISCOUNT:	-\$56,995.20		