

Goldsmith

S O L U T I O N S

This Information Technology Services Agreement ("The Agreement") is made on the 9th day of March, 2023, between Goldsmith Solutions, LLC ("Vendor"), and Brown County, Texas ("Customer"), however, the Agreement shall be effective ("Effective Date").

The "Customer" referred to in the following page(s) is:

Brown County, Texas
200 S. Broadway
Brownwood, Texas 76801
Phone: 325.643.2828

The "Vendor" referred to in the following page(s) is:

Goldsmith Solutions
P.O. Box 224984
Dallas, Texas 75222
Phone: 800.448.3153

The services being provided by the Vendor to the Customer are that of Information Technology Services, including, but not limited to: support services, helpdesk, consulting, hosting, cloudbased services, design, software, and hardware referred to hereunder as "IT Services".

- 1. Term** – Subject to the termination provisions agreed to herein, the initial term of this Agreement shall be three (3) years, unless the Agreement is sooner terminated as provided in this Agreement. This agreement shall be for the term set forth above. This Agreement will be renewed for an additional two (2) year term upon the delivery of written notice of such renewal by Vendor to Customer at least thirty (30) days prior to the expiration of the initial term or any subsequent two-year term of this Agreement. Additionally, the Vendor may propose changes to this Agreement by written notice delivered to Customer at least thirty (30) days prior to the automatic renewal of this Agreement. Such proposed changes shall identify material changes to this Agreement. Customer shall have the ability to dispute such written changes by delivering to Vendor a written notice of dispute within thirty (30) days of the receipt of any proposed changes. In the event Customer disputes any proposed changes then Vendor and Customer shall use commercially reasonable and good faith efforts to come to a mutually agreed compromise on such disputed term. In the event no compromise can be reached such disputed term shall be excluded from the renewed term of this Agreement. Any term not specifically disputed in writing shall be accepted. Acceptance or rejection of the proposed changes to this Agreement shall not in any way affect the automatic renewal provisions set forth in this Section 1.

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March 6, 2023
(Exhibit #6)

2. **Payment** – All commercially reasonable and authorized payments for services shall be paid within thirty (30) days of receipt of invoice from Vendor by wire transfer to an account designated by Vendor to Customer from time to time, or at Vendor's election, shall be made through automated clearing house ("ACH") transfers from the Customer directly to Vendor. In this regard, if Vendor elects to receive payments through ACH, shall execute and deliver to Vendor an authorization agreement for direct payments whereby, among other things, Vendor shall be irrevocably authorized to initiate ACH transfers from a payment account designated by Customer to Vendor in the amounts required or permitted under this Agreement. Vendor's authorization for direct ACH transfers as hereby provided shall be irrevocable and such ACH transfers shall continue during the Term of this Agreement. For so long as this Agreement remains in effect, Customer shall: (i) not revoke Vendor's authority to initiate ACH transfers as hereby contemplated; (ii) not change, modify, close or otherwise affect the designated payment account; and (iii) be responsible for all costs, expenses or other fees and charges incurred by Vendor as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the designated payment account, or otherwise. Customer shall undertake any and all required actions, execute any required documents, instruments or agreements, or to otherwise do any other thing required or requested by Vendor in order to effectuate the requirements of this Section 2.
3. **Pricing** – For all one-year anniversaries and subsequent automatic renewals of the term of this Agreement a concurrent increase in payment amounts shall be automatically included based on the year-to-year increase in the Consumer Price Index promulgated by the United States Bureau of Labor Statistics. Other increases in pricing shall be subject to the amendment terms set forth in Section 1 of this Agreement, however, such increases may be promulgated by Vendor in the same manner as set forth in Section 1 but upon notice forty-five (45) days prior to the one-year anniversary of the Effective Date of the Agreement. Increases in fees discussed pursuant to this Section 3 shall only be objectionable by Customer if such increase is greater than the concurrent percentage increase in the Consumer Price Index promulgated by the United States Bureau of Labor Statistics. In the event Customer objects to such increase, it shall provide notice of such objection within thirty (30) days of the receipt of notice of such increase. Customer and Vendor shall then negotiate in good faith to resolve such dispute.
4. **After Hours Access** – To provide the best support services, the Vendor must be provided access to the Customer's premises after hours as requested or agreed to by Customer.
5. **Property Insurance** – All items purchased are considered the property of Customer upon delivery and all ownership rights and responsibilities of such items are transferred to Customer upon delivery. Customer is encouraged to take out

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and maintain an insurance policy covering such policy in effect on delivery of such property from Vendor.

- 6. Integrity of Information** – All data or information handled by Vendor will be treated in the highest regard. Sensitive records will only be handled to the minimum extent required. All Federal, State, and Local laws will be observed by Vendor. All privacy & compliance laws will be observed by Vendor. All data will be housed on Customer information systems, and no records or data will be stored outside of the Customer’s control without Vendor first obtaining written consent. Removal of any sensitive data, as required to accomplish Vendor’s day-to-day duties, will be accompanied by a written notice to the Customer or other documentation added to any relevant ticket.
- 7. Point of Contact (IT Liaison)** – The Vendor requires that the Customer designate a coordinator for all IT needs. The initial IT Liaison for the purpose of this Agreement shall be: Shane Britton, Brown County Judge, or his designee

8. Fees

IT Professional Services	(see schedule A)
Data Destruction Services	Price listed at www.goldsmithsolutions.com/agreement
Project Management Fees	(see schedule A)

Out of Agreement Support

Monday-Friday (8-5)	(see schedule A)
Saturday-Sunday	1.5x Standard Rate*
Holiday	2x Standard Rate*

Other Fees

Travel Costs	Waived by Vendor
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* - billed in increments of quarter hours. This provision will also apply to weekend and Holiday billing.

Travel Costs are waived for Onsite support as long as support is scheduled together with all work needed and scheduled during normal business hours.

Holidays shall be defined to be the following:

1. Customer adopted holiday schedule as utilized by Customer

Holiday Rates shall only apply if Customer requests holiday work from Vendor. In the event Vendor elects to work on a holiday with such work unsolicited by Customer, Rates shall be the Standard Rate.

All of the above fees are subject to adjustment

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9. Support Requirements – All support requests must be submitted to Vendor in writing by email or the Vendor's trouble ticket system. In an emergency where email is down a phone should be placed by notifying the Vendor of the issue. Any request that is communicated to the Vendor in any form other than email, or the Vendor's trouble ticket system, will be acted upon in a best effort only manner and is not in any way guaranteed to be fulfilled. The Vendor cannot be held responsible for any request that is not submitted in writing via email or the Vendor's trouble ticket system.

- a. Customer shall ensure that all operating systems for desktop and laptop computers must be currently supported by the manufacturer of such operating system, including support for the version and build of such system in implementation by Customer. In the event, the operating systems of Customer are not supported by the manufacturer of such operating system, Vendor shall, within ninety (90) days of the delivery of written notice of such unsupported systems by Vendor to Customer, upgrade such operating systems, with all costs of such upgrade to be borne by Customer or Customer shall enter into a plan with Vendor to update such unsupported systems. In the event Customer updates such unsupported systems, or enters into a plan for Vendor to update such unsupported systems then so long as Customer is working with Vendor to diligently carry out the work of updating the unsupported system, rates shall be as defined in this Agreement and not subject to Out of Agreement Support Rates. In the event Customer does not enter into a plan with Vendor for, or on their own updates such unsupported systems, then after such ninety (90) day period after notice has expired, installation services for updating unsupported systems shall be at the Out of Agreement Support Rates.
- b. Customer shall ensure that all operating systems for servers must be one of the following:
 - i. The most recent operating system or one of the two (2) proceeding versions currently supported by manufacturer of the operating system.

In the event, the operating systems of the servers of Customer do not meet the requirements set forth by this Section 9b, Vendor shall, within ninety (90) days of the delivery of written notice of such deficient server operating systems to Customer, upgrade such operating systems, with all costs of such upgrade to be borne by Customer or Customer shall enter into a plan with Vendor to update such servers. In the event Customer updates such servers, or enters into a plan for Vendor to update such servers then so long as Customer is working with Vendor to diligently carry

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out the work of updating the servers, rates shall be as defined in this Agreement and not subject to Out of Agreement Support Rates. In the event Customer does not enter into a plan with Vendor for, or on their own updates such servers, then after such ninety (90) day period after notice has expired installation services for updating unsupported systems shall be at the Out of Agreement Support Rate.

- c. Customer shall provide a print server at their own cost and expense in the event they require any support for printers. Printer support shall be included in the services provided by Vendor; however, printer servers shall be currently supported by the manufacturer of such printer server, including support for the version and build of such printer server in implementation by Customer. In the event, the printer servers of Customer are not supported by the manufacturer of such printer, Vendor shall, within ninety (90) days of the delivery of written notice by Vendor to Customer, upgrade such printer server, with all costs of such upgrade to be borne by Customer or Customer shall enter into a plan with Vendor to update such servers. In the event Customer updates such servers, or enters into a plan for Vendor to update such servers then so long as Customer is working with Vendor to diligently carry out the work of updating the servers, rates shall be as defined in this Agreement and not subject to Out of Agreement Support Rates. In the event Customer does not enter into a plan with Vendor for, or on their own updates such servers, then after such ninety (90) day period after notice has expired, installation services for updating unsupported printer servers shall be at the Out of Agreement Support Rates.
- d. Customer shall allow Vendor to place an employee at the business location of Customer daily (subject to hours of operation of Customer and holidays). Customer shall provide office space for this employee as well as internet connection and service paid for by Customer. (Wages, benefits, insurance and other compensation of this employee shall be the sole responsibility of Vendor). This employee shall assist Customer on behalf of Vendor and shall be permitted onsite, subject to the terms of this Agreement, during the Term of this Agreement.

10. Remote Access – In order to provide reliable service, the Vendor requires that the Customer provide remote access to their network for on-going maintenance. This means that the Vendor will have remote administration access to items such as: switches, phone equipment, diagnostic equipment, routers, firewalls, servers, personal computers, battery backup, and security equipment. If the Customer has an acceptable use policy or access policy an authorized agent of the Vendor can review such policy and sign any required paperwork.

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11. Telecommunications & Internet Services – The Vendor will work with the Customer’s telecommunications provider to implement the services required by the Customer as requested by Customer. This includes the addition of new services and the cancellation of services that are no longer needed. The Customer will be responsible for all related costs charged by the telecommunications provider for monthly recurring services and any charges associated with each change order.

a. Customer shall ensure that all cellular phones and other mobile devices (including tablets) have the most recent operating system version for such device or the immediately prior operating system version. In the event, the operating system version is not in compliance with the foregoing, Vendor shall within ninety (90) days of the delivery of written notice of such unsupported operating systems by Vendor to Customer, upgrade such operating system versions, with all costs of such upgrade to be borne by Customer or Customer shall enter into a plan with Vendor to update such operating systems. In the event Customer updates such operating systems, or enters into a plan for Vendor to update such operating systems then so long as Customer is working with Vendor to diligently carry out the work of updating the operating systems, rates shall be as defined in this Agreement and not subject to Out of Agreement Support Rates. In the event Customer does not enter into a plan with Vendor for, or on their own updates such operating systems, then after such ninety (90) day period after notice has expired, installation services for updating unsupported system versions shall be at the Out of Agreement Support Rates.

b. Vendor shall provide no service for any tablet, cellular phone or other mobile device that is not an Android or iOS device.

12. Legacy Systems – Outdated systems as set forth in Section 9a-c and Section 11a-b shall be deemed “Legacy Systems.” In the event any Legacy System is being utilized by Customer and has not been sufficiently upgraded in accordance with the terms of this Agreement, Vendor shall make a reasonable attempt to support such Legacy System but is under no obligation to spend time and effort on such Legacy System, at the expense of other non-Legacy-Systems, or other customers.

13. Third Party Technology & Integration – In the event Customer wishes to employ, contract with, hire, utilize, or integrate any technology, servers, service, hardware, software, design, or other product of any third party (hereinafter “Third Party Technology”), Customer shall notify Vendor in writing of such intent to enter into and utilize Third Party Technology no less than forty-five (45) days before the implementation of such Third-Party Technology. Such notice shall include all models, brands, versions, software, hardware and any other relevant information as may be requested by Vendor. Vendor shall review such Third-Party Technology

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and shall provide comment and approval within three (3) business days of receipt of the notice set forth in this Section 12. Vendor, within such three (3) business day period shall inform Customer of any issues with such Third-Party Technology and its ability to integrate with the services provided by Vendor, and if such Third-Party Technology is not able to be integrated with the services provided by Vendor, Vendor shall have the right to prevent such Third-Party Technology from being utilized by Customer. In the event Customer uses such Third-Party Technology over the objection of Vendor, such use shall be deemed a material breach of this Agreement.

14. Warranty – The warranty of all related hardware and software is to be supplied by the manufacture of the equipment or software. The Vendor is not responsible for warranty of any items purchased on behalf of the Customer. Vendor will provide all relevant and applicable warranty documentation to Customer and will provide commercially reasonable efforts to cooperate with Customer in making warranty claims at no additional cost to Customer.

15. Event of Default, Termination of Agreement –

a. Subject to and notwithstanding subparts 15 (b) and (c) of this contract, in the event that either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within forty-five (45) days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, a declared local/state/federal disaster, fire, explosion, acts of terrorism, malicious cyberattack, riots, civil unrest, power failures, injunctions, or acts of God, then the party effected shall be excused from such performance on a day-to-day basis to the extent of such inference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance, and the Vendor was notified of the circumstance.

b. In the event either party commits a material breach of this Agreement (including non-payment as set forth in this Agreement) and such breach remains uncured pursuant to the terms of Section 15a, the other party will have the right, but not the obligation, to terminate this Agreement immediately. In the event Vendor terminates this Agreement early due to an uncured material breach of Customer, Vendor shall have the right to assess upon Customer and recover from Customer all discounts, concessions (such as

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Travel Cost waivers) and any other financial incentive that was offered by Vendor towards Customer as part of this Agreement. Customer shall pay to Vendor all such fees within thirty (30) days of receipt of a statement outlining the same delivered by Vendor to Customer.

- c. Customer may terminate this Agreement pursuant to its right as a governmental entity in the state of Texas pursuant to all applicable law regarding cancellation of government contracts for lack of funding as set forth in the Texas Government Code.
 - d. Upon the termination of this Agreement pursuant to the terms of subparts 15(a),(b), or (c) or as otherwise provided for in this Agreement, Vendor will provide assistance to Customer in the transition away from Vendor's services at the rates provided for in this Agreement as necessary to consummate the transition. This assistance will be limited to the retrieval and provision of passwords and Customer data, log files, or administrative server information.
- 16. Assignment-** Vendor and Customer may not assign or transfer this agreement or its obligations thereunder without the express written consent of the other party, such consent to not be unreasonably withheld.
- 17. Non-Solicitation-** Customer agrees and covenants that during the term of this Agreement and for a term of two-years thereafter, not to disrupt or interfere with the business of the Vendor by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees of the Vendor or otherwise inducing the termination of employment of any employee of the Vendor. Customer also agrees and covenants not to use the Vendor's trade secret information and/or confidential information to directly or indirectly solicit the employees of the Employer Group. In the event of a violation of this section Vendor is entitled to all relief at law or equity including injunctive relief.
- 18. Amendment-** No amendment or modification of this Agreement will be valid or binding upon the parties unless such amendment or modification is expressly agreed to in writing by both parties.
- 19. Entire Understanding-** This Agreement represents the entire understanding and agreement between the parties.
- 20. Insurance-** Vendor, at its own expense, will maintain all insurance reasonably required to perform this agreement, including, but not limited to, worker's compensation and general liability insurance. Vendor agrees, at a minimum, to maintain worker's compensation insurance and general liability insurance with a limit not less than \$1,000,000.00 per occurrence. Said insurance will not be

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cancelled, materially changed or renewal refused until at least thirty (30) days written notice has been given to Customer.

21. Inurement- The parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part therein.

22. Force Majeure- Except for the duty to make payments hereunder when due, Vendor shall not be responsible to Customer for any delay, damage or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" includes: acts of God, action of the elements, warlike action, insurrection, revolution or civil strife, acts of terrorism, piracy, pandemic, civil war or hostile action, strikes, differences with workers, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction in the premises or any other group, organization or informal association (whether or not formally recognized as a government); inability to procure material, equipment or necessary labor in the open market, acute and unusual labor or material or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to the above causes, or any of them, shall not be deemed to be a breach of or failure to perform under this Agreement. Vendor shall not be required against its will to adjust any labor or similar disputes except in accordance with applicable law. Upon the occurrence of a Force Majeure Event, the parties shall negotiate, in good faith, the terms of a reasonable change order to address the impact of the Force Majeure Event on the scope, cost and schedule of the applicable work.

23. Governing Law and Venue- This Agreement will be governed by, and construed according to, the laws of the State of Texas. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state courts of Dallas County, Texas.

24. Notices. Where notice (written or otherwise) is required to be provided to a party under this Agreement, such notices shall be sent by U.S. mail, or overnight courier AS WELL AS email at the addresses provided hereunder with additional copy to the indicated person.

If to Vendor:

Attn: Mr. Sam Goldsmith

Phone: 1.800.448.3153

Email: support@goldsmithsolutions.com

Mail: PO Box 224984

Dallas, Texas 75222

If to Customer:

Attn: Judge Shane Britton

Phone: 325.643.2828

Email: shane.britton@browncountytexas.org

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CC: Vela | Wood PC
C/O Gregory D. Smith
5307 E. Mockingbird Lane, Suite 800
Dallas, Texas 75206
gsmith@velawood.com

Mail: 200 S. Broadway
Brownwood, TX 76801

CC:

25. Independent Contractor- Vendor is an independent contractor, and is not an employer, employee, partner, or affiliate of Customer.

26. Survival- The provisions contained in this Agreement are intended to survive termination or expiration this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision will be excised from this Agreement and the remaining enforceable provisions shall remain in full effect.



Hon. Shane Britton, County Judge

County Judge
Title

March 9, 2023
Date



Authorized Signature – Goldsmith Solutions

Owner
Title

March 9, 2023
Date

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GOLDSMITH SOLUTIONS, LLC

INFORMATION TECHNOLOGY SERVICES AGREEMENT
CUSTOMER: BROWN COUNTY, TEXAS
"SCHEDULE A"

IT PROFESSIONAL SERVICES - AGREEMENT PROPOSED MARCH 5, 2023

ITEM	HOURLY	DISCOUNT PER HOUR	COST PER HOUR	QTY	HOURS PER QUARTER	TOTAL	NOTES
1	Project Manager	100.00	0.00	100.00	0	0	
2	Technician - Onsite	116.00	29.00	87.00	2080	520	180,960 Onsite Daily, On-Call - (25% discount rate)
3	Technician - Remote Support & Onsite	116.00	0.00	116.00	400	100	46,400 Based on 8 Hours per Week as Needed
4	Engineer (System & Network)	152.00		152.00	160	40	24,320
5	Helpdesk Coordinator			<i>included with line 2 & Services Agreement</i>			
6	Leadership / Management / Customer Success	152.00	0.00	152.00	300	75	45,600 Based on 6 Hours per Week as Needed
7			HOURS	2,940	ANNUAL TOTAL		\$297,280
8			IT Skillsets	4			
9			Team Members on Account	8			
10					Monthly	\$24,773	
11					Required Funding in Current Fiscal Year	\$173,413	Includes 7 Months (Onboarding Month + 6 Remaining Months)

INCLUDES:

- Goldsmith Solutions Ticketing System & Client Portal
- Dedicated Helpdesk Line
- Phone Service for Goldsmith Solutions Employees

COUNTY PROVIDES:

- Dedicated Office for IT with Furniture
- Electrical Service
- Internet Service on DMZ port with Static Public IP Address

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IT SERVICES AGREEMENT
"Schedule A"

GOLDSMITH SOLUTIONS, LLC

**SECTION 8
-IN AGREEMENT SUPPORT-**

IT PROFESSIONAL SERVICES - HOURLY					
ITEM	HOURLY RATE	DISCOUNT	DISCOUNT PER HOUR	COST PER HOUR	NOTES
Project Manager	125.00	14%	17.50	107.50	
Technician	145.00	14%	20.30	124.70	
Engineer (System & Network)	190.00	14%	26.60	163.40	
Engineer (Cisco)	300.00	10%	30.00	270.00	
Leadership / Management / Customer Success	190.00	14%	26.60	163.40	

IT PROFESSIONAL SERVICES - BLOCK OF TIME					
ITEM	HOURLY RATE	DISCOUNT	DISCOUNT PER HOUR	COST PER HOUR	NOTES
Project Manager	125.00	20%	25.00	100.00	Purchased in 20 Hour Increments
Technician	145.00	20%	29.00	116.00	Purchased in 20 Hour Increments
Engineer (System & Network)	190.00	20%	38.00	152.00	Purchased in 20 Hour Increments
Engineer (Cisco)	300.00	12%	36.00	264.00	Purchased in 20 Hour Increments
Leadership / Management / Customer Success	190.00	20%	38.00	152.00	Purchased in 20 Hour Increments

PROJECT MANAGEMENT FEES				
ITEM	STANDARD RATE	DISCOUNT	DISCOUNTED RATE	NOTES
Project Less than \$50k in Scope	15%		12%	
Project \$51k to \$75k	14%		11%	
Project \$76k to \$100k	13%		10%	
Project \$101k to \$500k	12%		9%	Custom Rate Can be Provided based on Complexity of Project
Project \$500k over	11%		8%	Custom Rate Can be Provided based on Complexity of Project

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GOLDSMITH SOLUTIONS, LLC

**SECTION 8
-OUT OF AGREEMENT SUPPORT-**

IT PROFESSIONAL SERVICES - HOURLY					
ITEM	HOURLY RATE	RATE INCREASE	SURCHARGE	COST PER HOUR	NOTES
Project Manager	125.00	20%	25.00	150.00	
Technician	145.00	20%	29.00	174.00	
Engineer (System & Network)	190.00	20%	38.00	228.00	
Engineer (Cisco)	300.00	20%	60.00	360.00	
Leadership / Management / Customer Success	190.00	20%	38.00	228.00	

PROJECT MANAGEMENT FEES		
ITEM	STANDARD RATE	NOTES
Project Less than \$50k in Scope	15%	
Project \$51k to \$75k	14%	
Project \$76k to \$100k	13%	
Project \$101k to \$500k	12%	
Project \$500k over	11%	

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