

writing and will be deemed delivered, whether or not actually received, when deposited with the United States Postal Service with postage prepaid, as certified mail with return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may, also, be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any Party may change that Party's address for notice by written notice of that change delivered as provided in this Agreement to each other Party.

28. Addresses: Each Party's address is as follows:

Sydaptic, Inc., a Texas corporation
Attention: Patrick Scott, President
P.O. Box 8883, Waco, Texas 76714-8883
217 Schroeder Drive, Waco, Texas 76710

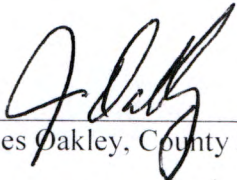
Judge James Oakley
220 S. Pierce
Burnet, TX
78611

Dated: January 24, 2019.

By: _____

Patrick Scott, as President

By: _____


James Oakley, County Judge



Karen Hardin <khardin@burnetcountytexas.org>

RE: Sydaptic Contract

1 message

earredondo@burnetcountytexas.org <earredondo@burnetcountytexas.org>

Mon, Jan 28, 2019 at
11:13 AM

To: Karen Hardin <khardin@burnetcountytexas.org>

Ms. Karen,

I am ok with the agreement but want to point out a few things:

Is everything mentioned in the proposal in the contract? The time schedules, material used, number of items all line up? Are the items they proposed to give us for free in there too?

7(b) indicates we will be paying \$69,513.70 within 5 days of executing the contract. Can we get that done so fast? How will the Court approve the payment within such a short time period?

11 indicates that the most the company will ever pay from warranties, liabilities, and other obligations will not exceed our contract price. As that amount is high, I don't have a large concern but I want to make sure the court understands this provision. This is a common thing I see but need to make sure everyone knows.

Other than that, I say it is good.

Eddie A.

From: Karen Hardin <khardin@burnetcountytexas.org>
Sent: Friday, January 25, 2019 12:53 PM
To: Eddie Arredondo <earredondo@burnetcountytexas.org>
Subject: Fwd: Sydaptic Contract

Eddie,

Can you review this contract? I will add it to the agenda on 2/12/19.

Thanks,

Karen Hardin, CPA, MBA

Director of County Administration

khardin@burnetcountytexas.org

(512) 715-5280 (O)

(512) 627-0536 (C)

----- Forwarded message -----

From: **Matt Kimbler** <mkimbler@burnetsheriff.com>

Date: Thu, Jan 24, 2019 at 3:24 PM

Subject: Fwd: Sydaptic Contract

To: Karen Hardin <khardin@burnetcountytexas.org>

----- Forwarded message -----

From: **Jennifer Kelly** <jennifer.kelly@sydaptic.com>

Date: Thu, Jan 24, 2019 at 3:03 PM

Subject: Sydaptic Contract

To: mkimbler@burnetsheriff.com <mkimbler@burnetsheriff.com>

Captain Kimbler,

I have attached the contract for the Security Systems Upgrade. If you have any questions or changes need to be made please let us know.

Jennifer Kelly, MBA

Office Coordinator – Sydaptic Inc.

(254) 776-7994 ext. 104



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Captain Matthew Kimbler

512-715-8600 ext 222

Agreement Between
Sydaptic, Inc., and
Burnet County, Texas

Whereas, in accordance with the terms and provisions of this agreement ("Agreement"), Burnet County in the State of Texas ("County") desires Sydaptic, Inc., a Texas corporation, ("Sydaptic") to design, build, install, a control system for the Burnet County jail facility ("Facility") and,

Whereas, in accordance with the terms and provisions of this Agreement, Sydaptic is willing to design, build, and install the Control System;

Know all persons that, for good, valuable, and sufficient consideration received, Burnet County and Sydaptic enter into this Agreement agreeing as follows:

1. The Control System: Sydaptic will design, build, install, and test a Control System for the Facility and other duties as listed (the "Work") as follows and based on input by the County:
 - a) *Door Control*: The control system shall control a total of 270 existing gate doors. In all cases, the control of these doors is from county-supplied control pickets;
 - 1) For this control group the County shall provide information regarding door names and door locations for programming purposes.
 - 2) Existing door locks shall be reused (provided, however, that Sydaptic shall replace at the County's expense any and all of those items which cannot be reasonably, safely, and/or reliably used or which the County otherwise decides to replace)

- 3) Sydaptic shall provide an interface compatible to the security style of door locks; using a proper voltage; and using processor control utilizing a computer-generated screen designed, provided, and installed by Sydaptic for the control of these doors.
 - 4) Sydaptic will allow a control strategy which would allow the existing gate or swing-style and sliding doors to be controlled. If more doors are added at a later time the addition of these doors will be an additional cost.
- b) *Sally Port Door Control:* 4 Sally Port Doors will be controlled by the Control System. It is assumed that each sally port door will have 3 operations; OPEN, STOP, and CLOSE. If there is working feedback from the Sally Port Doors as their status and it is operational, the status will be displayed on the control screen.
- c) *Intercom Control:* The Control System shall control a total of 344 existing intercoms. Existing intercom speaker plate and associated wiring shall be reused (provided, however, that Sydaptic shall replace at the County's expense any and all of those items which cannot be reasonably, safely, and/or reliably used or which the County otherwise decides to replace). The Control Pickets will have a suitable speaker which can be used in a push-to-talk fashion to communicate to any selected intercom speaker. The Control Picket speaker assembly shall be installed in a small

enclosure provided by Sydaptic suitable for the environment;

- 1) Sydaptic will provide control of existing intercom remote speakers.

All of the remote speakers will need to be of the same type such as 45 ohm, or 25 volt. The default impedance will be 25 volt.

- 2) Sydaptic will provide growth for a few additional remote speakers.

- 3) Sydaptic will provide control for 1 individual paging zone. This paging zone will have its own paging power amplifier.

- d) *Lighting Control:* The Control System will control 109 each 120 VAC lights. If the County would like to add any additional lighting control, it can be added but an additional cost will be added to the contract price.

- e) *Video Control:* The Control System will control 175 video or cameras. If the County would like to add any additional video control, an additional cost will be added to the contract price.

- f) The Control System will provide 16 Camera DVR View-stations. These are additional camera viewers for the control stations. The camera viewer is a computer that can access the DVRs/NVRs and display the image on the screen.

- g) *Television Control:* The control system will control 52 each televisions (ON or OFF). If the County would like to any add additional TV control, an additional cost will be added to the contract price.

- h) *Inmate Phone Control:* No inmate phone controls will be incorporated to the control system (ON or OFF). If the County would like to add

additional inmate phone control an additional cost will be added to the contract price.

- i) *Key-Switch Input Control:* No key-switches will be incorporated into the Control System to unlock those associated doors.
- j) *Miscellaneous Controls:* 59 each inmate outlets/convenience outlets will be controlled (ON or OFF); 111 each water valve control (ON or OFF) noting that a licensed plumber will need to be used to install the solenoid valves (labor or parts are not part of the contract price); no Duress/Panic buttons will be used as inputs to the Control System and will display an alert along with an alarm sound from the control screen; no Door Position Indication will be used as inputs to the Control System to provide visual status of any non-controlled door; No Purge Fan inputs (dry contact provided from another vendor's equipment) for ON or OFF indication of associated purge fan status; No Evacuation inputs (dry contact provided from another vendor's equipment) for ON or OFF indication of associated evacuation fan status.
- k) *Circuit Boards:* All circuit boards will be field replaceable and have limited diagnostic capabilities.
- l) *Battery Backup:* The Control System shall have a battery backup sufficient to enable the Control System and the hardware and equipment it controls to operate (up to 10 minutes) until the emergency generator activates after a total main electric outage at the Facility.

m) *Control System's Enclosure:* The Control System's Control Picket components shall be contained within the enclosures already on location.

n) *Control System's Design and Approval:* The Control System shall be designed to meet or exceed the minimum standards of the Texas Commission on Jail Standards ("Commission"). The design shall be submitted by Sydaptic to the County for its approval.

o) *Items to be Installed:* Below is a list of items to be installed by Sydaptic. These items are based on the above numbers.

- 6 back plates for existing cabinets
- Door, Intercom, miscellaneous end-points control, and video control boards required for the install
- 6 Power Supplies
- 15 each 32" LCD screen for control locations.
- 70 IP cameras, 12 of which are outside cameras
- 11 DVR/NVR camera recorders with 12 TB each
- 16 LCD screens and computers for video display
- 15 Control PCs, and one spare
- 15 Master Control Speakers, and one spare
- 15 Intercom amplifiers, and one spare
- 1 Paging amplifiers
- 24 UPS or Battery Backup/surge protection devices

2. Training: Sydaptic will provide 4 hours of on jobsite training.

3. Endpoint Documentation: Sydaptic will provide endpoint documentation of all of the endpoints used in the completed Control System.
4. Wire Management: Sydaptic will complete the wire management of all of the control panels once the County has approved the endpoint documentation.
5. Maintenance Passwords: Sydaptic will input 2 maintenance passwords at each control location; 1 for the County and 1 for Sydaptic.
6. Performance of the Work and Availability of the Facility Therefore: Sydaptic will complete the Work within 240 days after contract signing. The County shall make the Facility available for performance of the Work from 8:00 a.m. to 5:00 p.m. on weekdays and at other times reasonably necessary or appropriate for Sydaptic to perform the Work and shall provide all persons performing the Work at the Facility with a work environment which shall be safe and protected from all prisoners and other persons being detained in any manner at the Facility;
 - a) Prior to Sydaptic personnel being onsite, the County shall issue a document to Sydaptic indicating any airborne, recent outbreak, or otherwise any other medical conditions in the facility which could negatively impact the health of any Sydaptic personnel.
 - b) It is understood that in order to replace the Control System efficiently, the Facility will be on keys and will need to provide additional personnel to cover the increase need for being on keys and for lack of communication to the cells/tanks. Sydaptic will be in control of the times the Facility will be on keys.

c) In order for Sydaptic to perform the Work as outlined in the time specified, it is further understood that the Facility will provide suitable escorts in sufficient numbers as to allow Sydaptic employees access to those areas required in the pursuit of the Work in the Facility.

1) The Facility will make available receptacles for Sydaptic-generated trash disposal. This can be the Facility's normal dumpsters or other bins used for trash collection and removal.

7. Contract Price: The total contract price payable by the County to Sydaptic for the Work (the "Contract Price") shall be \$695,137.00

a) This price does not reflect any fees or charges for expediting material or labor. Should the County desire an accelerated schedule; the County will bear the burden of any additional cost as it will be considered outside the scope of this contract.

b) An initial payment of \$69,513.70 shall be made within 30 calendar days after the execution of this Agreement for preliminary microcode, system design, floor plan design and other start-up design engineering services.

c) The remainder of the Contract Price shall be made in monthly installments based on applications for payment to be submitted by Sydaptic and approved by the County on a monthly basis (each, an "Application"). Each Application shall be based on project milestones and will generally describe the type of Work completed as of that Application's date. The County shall have the right to reject any non-conforming or unacceptable

Work; and, if Work has not been completed in an acceptable manner to the extent indicated on an Application, the County's payment to Sydaptic on that Application may be reduced accordingly until that Work has been completed in an acceptable manner. Sydaptic's failure timely to file an Application for Work performed may delay payment for that Work, but shall not preclude any payment for that Work once an Application for that Work is properly submitted.

8. Insurance: Sydaptic shall carry:
 - a) Workers compensation as statutorily required.
 - b) General liability insurance in an amount not less than \$2,000,000.00 (\$1,000,000.00 of which shall protect the County as an additional insured).
 - c) Professional liability insurance in an amount not less than \$1,000,000.00.
 - d) Products and completed operations insurance in an amount not less than \$300,000.00. Proof of the existence of the above referenced insurance may be provided by Sydaptic to the County prior to beginning the Work if requested by the County, and that insurance must be maintained for a period of two (2) years after final payment of the Contract Price to Sydaptic by the County.
9. Lifetime Warranty: Sydaptic will provide a lifetime warranty on all control boards that Sydaptic designed, manufactured, and installed for the 1220 jail control system. This warranty covers against what is considered as normal use. Sydaptic will have

the final and only determination if a control board failed under normal use. All other failures will be covered at the County's expense.

- a) The Work will be performed in a good, workmanlike, and professional manner according to applicable industry standards using the level of professional skill required of and normally applied by other professionals performing the same or similar services. If the Work has not been so performed, Sydaptic's only liability under the Lifetime Warranty will be to furnish labor and materials necessary to cause the Work to be so performed and will provide such labor and materials from 8:00 a.m. to 5:00 p.m. on Monday through Friday with a response time to the extent reasonably possible of not more than 30 working hours.
- b) For an additional charge payable by the County to Sydaptic tied to the incremental overtime cost incurred by Sydaptic, at any other time with a response time on a best effort basis by Sydaptic.
- c) No warranty of fitness for a particular purpose or other implied warranty shall exist.
- d) All warranty work must be performed only by Sydaptic and/or its authorized technicians or engineers. Sydaptic shall neither pay nor be responsible for any warranty or other work performed by any other person or entity on the Control System unless Sydaptic in advance and in writing authorizes that warranty or other work to be performed by that other person or entity. If any unauthorized warranty or other work is performed

by any unauthorized person or entity on a Control System, Sydaptic shall neither pay nor be responsible for any additional warranty or other work on that Control System which in any manner and to any extent is generated, necessitated, and/or complicated by the performance of that unauthorized warranty or other work unless and until that Control System has been restored at no cost to Sydaptic either to the same condition in which existed prior to the performance of that unauthorized warranty or other work, or to some other condition acceptable to Sydaptic.

- e) A Control System or its components may be repaired, replaced, or substituted as determined reasonably appropriate by Sydaptic using a Control System or components of equal or greater quality to that repaired, replaced, or substituted and using new and/or reconditioned components made by various manufacturers. Any such repair, replacement, or substitution or other warranty work shall not cause the warranty period to be extended in any manner.
- f) The County's sole and exclusive remedy for any and all warranty claims is through the above referenced warranty service; and, to acquire that service, the County must first contact Sydaptic and place a service call.

10. Indemnification: Sydaptic agrees to indemnify and hold harmless the County from all liability and claims arising from defects in its work up to the limit of its liability set out in section 11 below. Further, Sydaptic agrees:

- a) to indemnify, defend, and holds harmless the County against any

intellectual property right infringement claim;

- b) to refund that portion of the Contract Price, if any, attributable to any of the Work that the County is unable to use because of a lawful infringement claim; and
- c) if a lawful infringement renders the Work functionally unusable for the purpose intended, to refund the entire the Contract Price.

11. Absence of Representations, Other Warranties, and Liability for Damages and

Injuries: Sydaptic makes no representation or warranty of any kind in any manner concerning the Work except as expressly stated in this Agreement.

Notwithstanding anything in this Agreement to the contrary, any and all of Sydaptic's warranties, liabilities, and obligations of any kind under this Agreement shall not in the aggregate in any manner for any reason exceed the Contract Price. Sydaptic shall not be liable for incidental or consequential damages.

12. Notice of a Material Breach of This Agreement: If a material breach of this Agreement by either Party occurs, the non-breaching Party may terminate this Agreement:

- a) If that non-breaching Party gives the breaching Party at least thirty (30) days notice of that breach.
- b) If that breaching Party does not cure that breach within that thirty (30) days or, if a cure within that period of time is not possible, proceed promptly to cure that breach as quickly as possible.

13. The Parties' Representatives: Captain Kimbler shall be the County's primary representative, and Patrick Scott shall be Sydaptic's primary representative. Each representative of a Party shall be authorized:
- a) To make decisions for that Party and consult and work with the other Party as necessary and/or appropriate in connection with the Work and this Agreement.
 - b) To designate one or more other persons to act for as that representative in that representative's capacity.
14. Attorney's Fees and Costs: Each Party solely shall be responsible for and pay all attorney's fees, costs, and expenses of any kind incurred by that Party in connection with the negotiation, preparation, and execution of this Agreement. If any lawsuit is brought to enforce this Agreement, in addition to receiving other relief, the prevailing Party shall be entitled to recover from the non-prevailing Party all attorney's fees and costs reasonably and necessarily incurred by the prevailing Party.
15. Mediation: The Parties agree, prior to resorting to litigation, to submit any dispute arising out of this Agreement to non-binding mediation before an agreed mediator.
16. Assignability: The rights and obligations of each Party under this Agreement may not be assigned to any other person or entity without the other Party's prior written consent.
17. Binding and Beneficial Effect: This Agreement shall be binding upon and inure

to the benefit of each Party and all of that Party's representatives, executors, administrators, heirs, successors, and assigns.

18. Waiver of Default: Waiver of or consent to any default shall not occur, because a non-defaulting Party fails immediately to declare a default or to take any action.

Pursuit of one or more of the remedies stated in this Agreement shall not preclude pursuit of any of the other remedies stated in this Agreement or provided by law and/or equity.

19. Further Assurances: Each Party agrees to execute and deliver any additional documents and to perform any additional acts necessary or appropriate to satisfy the terms of this Agreement and all transactions contemplated by this Agreement.

20. Integration: No oral understanding, statement, promise, representation, warranty, or agreement exists between the Parties; and this Agreement constitutes the only agreement of the Parties, supersedes any prior understanding, statement, promise, representation, warranty, or agreement, and may not be modified in any manner other than by a writing executed by the Parties.

21. Choice of Law and Venue: This Agreement is being made in Burnet County, Texas, and will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be exclusively in that County for any lawsuit in any manner related to this Agreement.

22. Legal Construction: Each provision of this Agreement shall be interpreted to the fullest extent possible in a manner sufficient to make it valid, legal, and enforceable. If any provision of this Agreement, however, cannot be so

interpreted, that provision's invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement; and this Agreement shall be construed as if that invalid, illegal, or unenforceable provision had not been included in this Agreement. Whenever required by context:

- a) The singular and plural cases will each include the other.
- b) The masculine, feminine, and neuter genders will each include the others.
- c) "Person" shall include any kind of entity. Headings in this Agreement are for reference only and are not intended to restrict or define the text of this Agreement. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

23. Recitals: Any and all recitals in this Agreement constitute a substantive part of this Agreement and are represented by the Parties to be accurate.

24. Time: Time is of the essence.

25. Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts will be construed together and be deemed one and the same document.

26. Execution: Each Party is fully and lawfully authorized to execute this Agreement, has read it, has either consulted or had an opportunity to consult with an attorney of that Party's choice, understands this Agreement's effect, and is executing it freely, voluntarily, and for good, valuable, and sufficient consideration received.

27. Notices: Any notice required or permitted under this Agreement must be in