

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**STANDARD CONTRACT FOR  
SOFTWARE SUPPORT  
CUSTOMER INSTALLATION AGREEMENT  
WITH  
STANLEY CONVERGENT SECURITY SOLUTIONS, INC.  
(FY2018)**

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THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Stanley Convergent Security Solutions, Inc.** (hereinafter referred to as “SCSS”) to provide software support services. The parties expressly agree to the following terms:

**I.**

**Services to be provided:** The County agrees to employ and does hereby employ SCSS as an independent contractor, to provide services pertaining to Lenel software support for dongle ID 57181 as set forth in the attached SCSS Customer Installation Agreement, which is marked as Exhibit “A” and incorporated herein as if copied in full.

**II.**

**Project Start Date, Term, & Renewal Options:** The start date for services shall be upon execution by all parties and when approved by the Williamson County Commissioners Court, which should be on or about December 15, 2017.<sup>1</sup> The initial term of this agreement shall be for one year starting on the effective date of this contract.

**III.**

**Incorporated Documents:** All representations and proposals made in SCSS’s representations made to The County on this project are incorporated herein and adopted as if copied in full, including **the SCSS Customer Installation Agreement**, which is

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<sup>1</sup> Any Change Orders must be approved by the Williamson County Commissioners Court prior to any changes being made.

marked as Exhibit "A". Where any terms or conditions are found to be in conflict with this contract, the terms that will prevail will be at the sole discretion of The Williamson County Commissioners Court.

#### IV.

**On-Site Representative for Work Monitoring:** The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If The County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

#### V.

**Labor, Materials, Tools, & Misc. Items:** SCSS shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. SCSS shall enforce strict discipline and good order among their respective employees and other persons carrying out the contract. SCSS shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### VI.

**Compliance with All Laws:** SCSS agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, SCSS shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

#### VII.

**Duty to Report Problems:** SCSS agrees to advise The County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

## VIII.

**Cleaning Up:** SCSS shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this contract. At completion of the work, SCSS shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If SCSS fail to clean up as provided, the cost thereof shall be charged to SCSS by deducting from final fee or as necessary.

## IX.

**No Agency Relationship & Indemnification:** It is understood and agreed that SCSS shall not in any sense be considered a partner or joint venturer with The County, nor shall SCSS in any manner hold itself out as an agent or official representative of The County. SCSS shall be considered an independent SCSS for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by SCSS or failure to act relating to the construction services being provided. SCSS agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services SCSS performs on behalf of The County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SCSS AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SCSS'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE SCSS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR

RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

**X.**

**SCSS's Employees:** SCSS covenants and agrees that all personnel engaged shall be employees of the SCSS, and SCSS shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. SCSS shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. SCSS shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

**XI.**

**Payment:** The County agrees to pay Contractor upon the completion of work as follows: Contractor shall receive the Contract Price, which is a total of \$8,752.00. Additionally, pursuant to State law, the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods/services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by SCSS, County shall notify SCSS of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of SCSS, SCSS shall be entitled to receive interest on the unpaid balance of the invoice submitted by SCSS beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, SCSS shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter

2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of SCSS and similar information in the event the payment is to be made to a different address
- b) County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: [accountspayable@wilco.org](mailto:accountspayable@wilco.org), 512-943-1500

## **XII.**

**The County's Decision to Withhold Payment:** The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the contract documents or that the quality of work is not in accordance with the contract documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which either of SCSS is responsible, including loss resulting from acts and omissions, because of the following:

- .1 defective Work not remedied;
- .2 reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- .3 damage to The County;
- .4 reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .5 persistent failure to carry out the work in accordance with the contract documents.

**XIII.**

**No Waiver of Immunities:** Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**XIV.**

**Warranty:** SCSS warrants to The County that materials, workmanship, and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

**XV.**

**Taxes:** SCSS shall pay all sales, consumer, use and similar taxes for the work provided by SCSS which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

**XVI.**

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XVII.**

**No Assignment and Obtaining Third-Party Approval(s) and Indemnifications:** SCSS may not assign this contract.

**XVIII.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**IXX.**

**Confidentiality:** SCSS expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit, and agrees that it will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XX.**

**Termination:** This agreement may be terminated at any time at the option of The County, without future or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the SCSS for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

**XXI.**

**Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, SCSS agrees to return to The County pro-rat portion of unearned funds distributed to SCSS if (a.) SCSS's project progress is insufficient; (b.) this contract is terminated for any reason; or (c.) SCSS fails in any other respect under this contract.

**XXII.**

**Right to Audit:** SCSS further agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of SCSS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SCSS expressly agrees that The County shall have access during normal working hours to all necessary SCSS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, The County shall give SCSS reasonable advance notice of intended audits.

**XXIII.**

**Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**WILLIAMSON COUNTY:**

WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 101  
GEORGETOWN, TEXAS 78626

**SCSS:**

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.  
4616 W. HOWARD LN., SUITE 110  
AUSTIN, TX 78728

**GENERAL COUNSEL:**

GENERAL COUNSEL  
OFFICE OF WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626

**XXIV.**

**Mediation.** The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this contract.

**XXV.**

**Signature For The County:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE COUNTY OF WILLIAMSON:**

\_\_\_\_\_  
**County Judge**

**SCSS:**

*Jerry Walker*  
Jerry Walker (Nov 29, 2017)

\_\_\_\_\_  
**Authorized Signature**

Exhibit "A" (Stanley Convergent Customer Installation Agreement)



**Investment Type: STANLEY Security Direct**

**Pricing and Deposit Terms**

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade  
Warranty Duration: One Year

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

**Total Installation Price\*:** \$8,752.00 USD  
**Up-front Deposit\*:** \$0.00  
**Progress Payments\*:** 0  
**Balance Due Upon Completion\*:** \$8,752.00

**\*Prices do not include taxes\***

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.

Customer: Williamson County

  
\_\_\_\_\_  
STANLEY Authorized Manager (Sign)

\_\_\_\_\_  
Customer (Sign)

Eric White  
\_\_\_\_\_  
STANLEY Authorized Manager (Print)

\_\_\_\_\_  
Customer (Print)

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Security Representative (Sign)

Keith Choate  
\_\_\_\_\_  
Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

**Terms and Conditions**

**WARRANTY**

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of One Year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

**DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.**

**ADDITIONAL CHARGES:**

- All prices quoted do not include sales tax unless specifically written on the face of the proposal.
- Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.

Deep 2 Technology, Inc. 100120160 AK 1001300 104821 AL 836 1278 1022 1472. Customers may be eligible to Advertise on the Stanley Security Bell of Excellence 7826 Virginia Rd. Middleburg AL 35113 (205) 241-0370 38921 AZ 1802204525 AR 0124720511 CANON 0001911. Regulated by Arkansas Dept of Public Safety and Private Security Agencies. #1 State Police (P.O.) Lake Park AR 72093 (501) 618-8900 CA 8480191 CA 125 1005911 6006000 719-7 company operations are licensed and regulated by the Bureau of Security & Investigative Services Dept. of Consumer Affairs Sacramento CA 95834 CT FIC 0184601 US DE 04 155 FAL 0201 FL CF0000772 GA 439731 16 AC 011 10 015830 02295 46 4 IL 12001274 KY 03 1A F 1102 BRIS FL227 61931 MA 21260 MD 107 1624 218 MI 5103506 59329572 MN 1301210 MS 3920700 15629162 MT 871 18 L 050122 NC 23171 SP PA 15 1039 05A 0500 05000 141 4091 Glenwood Ave. 5th Floor Raleigh NC 27612 010708 1190 NJ 1074155 880421 3481 0201200 TN 371592 NY 8485 1301 3071024 006201 NY 1200050160. Licensed by 445 Dept. of State 011 03 3 1512 00 05 0R 161987 PA 030710 RI 01480 150 4995 AC 004956 SC FAC 187 1400001 10 119 1540 1445 1630 1445 01 01524 TX 7107070 1091621 1001460 US 5500025 0901 VA 2705 077256 13 5161 WA 3164 0507030 07 040293 WI 49512 WV 17 0307010 0916 10 03 0 0001127

3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

**INSURANCE:**

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

**INDEMNIFICATION:**

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

**PROPRIETARY PROTECTION:**

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. 10000 WILSON ROAD, SUITE 100, WASHINGTON, DC 20037  
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