

Customer Installation Agreement

Name: WILLIAMSON COUNTY ("Customer")
Address: 405 MARTIN LUTHER KING, GEORGETOWN, TX 78626
Contact: Peggy Vasquez
Date: 5/7/2018

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Wilco - County Attorney's Office - Intercom System - Q-19190
Transaction Type: Add/Upgrade
System Information: Intercom

Address of Project:

Expected approximate date of commencement of project: June 15, 2018
Expected approximate date of completion of project: June 20, 2018

Customer to Provide

120 vac Power Outlets, Network Connectivity, Static IP address for equipment,

Equipment

Quantity	Part Number	Description
1.00	AJ-IXDF	NETWORK DOOR STATION, IX SERIES, INDOOR/OUTDOOR, AUDIO/VIDEO, STAINLESS STEEL FACEPLATE, INCLUDES 1/4 INCH CMOS COLOR CAMERA, MICROPHONE, SPEAKER, CALL BUTTON, STATUS LEDS, WHITE LED FOR NIGHT VIEWING, FORM-C CONTACT FOR DOOR RELEASE, CONNECTION TO POE NETWORK VIA CAT-5E/6 CABLE, 600 OHM OUTPUT FOR PAGING OR AMPLIFIED SPEAKER, CONTACT INPUT, FLUSH MOUNT, 24 VAC/VDC/POE, WILL CALL UP TO (20) IX-MV MASTERS OR INSTANCES OF IX MOBILE
1.00	AJ-IXMV	AIPHONE IX-MV NETWORK MASTER STATION, IX SERIES, DIRECT VIDEO, INCLUDES 3.5 INCH COLOR LCD MONITOR, HANDSET (DUPLEX) & HANDS-FREE (VOX/PTT) COMMUNICATION, DOOR RELEASE BUTTON, (6) PROGRAMMABLE SPEED DIAL BUTTONS, CONNECTS USING CAT-5E/6 CABLE, WALL OR DESK MOUNTED, DESK STAND INCLUDED, 802.3AF POE-COMPLIANT
1.00	AJ-RYIP44	RELAY ADAPTOR, INPUT/OUTPUT, (4) DOORS/(4) MASTER STATIONS, COMPATIBLE W/ IX SERIES & IS-IPDV/F, IS-IP4DVF & IS-IPMV ONLY
1.00	AJ-PS1225UL	12V DC POWER SUPPLY, 2.5A
1.00	929740	CAT6 - 4 PAIR 23 AWG 250 MHZ PLENUM WHITE 1000FT BOX (COMP TO HW 63612101)

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMTY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TSO1238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032738; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2839; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925M2; WV 045298; WY 969322; WY LV-G-23879.REV (2016.10.03) Q-19190

Existing Equipment

Quantity	Description

Equipment Notes

Stanley Security Solutions will furnish and install the following IP based Intercom System in the County Attorney's Office suite at 405 MLK in Georgetown TX. See attached drawing for equipment locations.

- 1 Audio/video door station - flush mount
- 1 Audio/Video master station
- 1 4 In/Out relay adaptor for operation with the remote app
- 1 12VDC power supply

The customer will provide:

- 1.) AC power outlet at the Master Station location
- 2.) Network drops and IP addresses as required

Theory of Operation

Investment Type: Direct Sale

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

Total Installation Price*:	\$4,245.16
Up-front Deposit*:	\$0.00
Progress Payments*:	
Balance Due Upon Completion*:	\$4,245.16

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

Security Representative (Sign)

Security Representative (Print)

Customer (Sign)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (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 12 MONTHS 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:

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

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
INTERCOM SYSTEM
(COUNTY ATTORNEY’S OFFICE)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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 “Service Provider”)**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work/Stanley Security Customer Installation Agreement, dated May 7, 2018, which is designated Exhibit “A” and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$4,245.16.**

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 The County receives the goods 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 The 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 The 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.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability Bodily Injury by Accident	\$500,000 Ea. Accident

Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Stanley Security Customer Installation Agreement, dated May 7, 2018, which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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 Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

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.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: 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 that this Contract shall be effective as of the date of the last party's execution below.


WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2018

SERVICE PROVIDER:



Authorized Signature

Matthew S Fortner
Printed Name

Date: 6/29/_____, 2018

Exhibit(s)
Statement of Work/Customer Installation Agreement