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Name: Williamson County - Information Technology Services

Site

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Georgetown, TX 78626

Billing

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Contact

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PROJECT NAME: Wilco-Master FY22 SecurePlan

PROJECT SCOPE OF WORK

DIR TSO-4494

Knight Security Systems greatly appreciates your time and for the opportunity to provide you with our recommended **SecurePlan** Level Agreement (SLA). Please find the Summary information below for the Coverage details and annual pricing of our **SecurePlan** And SecurePlan**Health**.

- All KSS provided equipment, materials and labor shall be warranted for the duration of the agreement and begins from the date of final acceptance by the Owner
- Includes KnightSentry for System health monitoring for proactive notification of system issues detected. (Network access required. Remediation not included)
- Performs one (1) scheduled preventative maintenance site visit
- Software license renewals and services to apply software maintenance updates or upgrade for which the systems are eligible at the time of annual inspection
- Same day response when you place your service call before noon
- Next business day response for all calls for service after noon and shall be responded to before the end of the next Business day
- KSS Normal business hours shall be 8 AM to 5 PM Monday through Friday
- Emergency Response Times: Includes 24-Hour Emergency Response of - 4 hour onsite response 24/7 at discounted rates to owner
- Provide factory trained technicians for all service requests; list provided upon notice to proceed

Williamson Co. campuses SecurePlan w/Health

Investment summary FY22 \$77,423.51 / yr

The annual pricing above is based on 5 year agreement and pertains to the Williamson County campuses that KSS currently supports (Animal Shelter, CP Anx, CP Tax, ESOC, Expo C., Facilities North Campus, Main Tax office, Pct3, Justice C., RR Anx, Sheriff's Office, SOTC, Taylor Annex, Taylor JP4). All KSS provided equipment is included in **SecurePlan** Coverage for as long as agreement is active.

Coverage details and Process for support is provided in attached documents. Remote VPN access to the security devices is required with SecurePlan Health for remote remediation.

Knight Security Systems appreciates the opportunity to provide our SLA to help protect the investment of your security systems and provide a greater level of support to the Wilco teams. We are eager to continue working with you closely

Client Initials: _____

with regard to the video surveillance and access control systems as well as continuing to support your systems in the many years to come in order to maximize the long term value of these systems.

DIR CPO-4494

Termination for Convenience: This agreement 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. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: 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 licensee 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 licensee 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 licensee'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.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Knight Security Systems, LLC agrees that licensee 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 Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

Client Initials: _____

PROJECT INVESTMENT

SecurePlan - Animal Shelter

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$5,808.00

SecurePlan - Cedar Park Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,888.00
GSM/ Cellular Back up alarm monitoring	\$237.60
Digital Alarm Monitoring up to 64 zones incl timer	\$345.60

SecurePlan - Cedar park Tax office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$2,678.40
GSM/ Cellular Back up alarm monitoring	\$264.00
Digital Alarm Monitoring up to 64 zones incl timer	\$384.00

SecurePlan - ESOC

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$2,874.00

SecurePlan - Expo Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$5,099.04

SecurePlan - Justice Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$16,374.48

SecurePlan - Main Tax office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,559.92

SecurePlan - North Campus Facilities

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,971.04

SecurePlan - Pct 3 Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$8,844.00
GSM/ Cellular Back up alarm monitoring	\$264.00
Digital Alarm Monitoring up to 64 zones incl timer	\$384.00

SecurePlan - Info Tech Svcs

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$1,524.00

SecurePlan - Round Rock Annex

Client Initials: _____

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$4,001.76

SecurePlan - Sheriff's Office-508 Rock St.

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,661.80

SecurePlan - Sheriff's Office Training Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,789.12
Digital Alarm Monitoring up to 64 zones incl timer	\$648.00

SecurePlan - Taylor Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,153.96

SecurePlan - Taylor JP4

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$3,040.80

SecurePlan - WCCHD

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$2,628.00

Investment Summary

Total FY22 Annual Recurring \$77,423.51

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

IN WITNESS WHEREOF, Williamson County and Knight Security Systems have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY:
WILLIAMSON COUNTY

SERVICE PROVIDER:
KNIGHT SECURITY SYSTEMS:

By: _____

By: Kevin Garlick

Printed Name: _____

Printed Name: Kevin Garlick

Representative
Capacity: _____

Representative
Capacity: Account Manager

Date: _____, 20____

Date: 10/25/2021, 20____



STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Knight Security Systems, LLC

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Knight Security Systems, LLC (hereinafter "Vendor"), with its principal place of business at 4509 Freidrich Lane, Suite 110 Austin, TX 78744.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-443, including all addenda; and Exhibit 2, DIR-CPO-TMP-443, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings**A. Products**

Products available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:

Bob Minchew
Knight Security Systems, LLC
4509 Freidrich Lane, Suite 110
Austin, TX 78744
Phone: (512) 775-2220
Email: bminchew@knightsecurity.com

7. Software License, Service and Leasing Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement Template as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and Customer. If utilizing the Service Agreement Template, the Vendor and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of the Vendor.

D. Conflicting or Additional Terms

1. In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

Vendor Contract No. _____

2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.
3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.
4. Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.
6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank.)

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Knight Security Systems, LLC

Authorized By: Signature on File

Name: Phil Lake

Title: President

Date: 08/27/2020

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/28/2020

Office of General Counsel: Signature on File: 08/28/2020