

Customer Installation Agreement

Name: WILLIAMSON COUNTY ("Customer")
Address: 1821 INTERLOOP RD,
GEORGETOWN, TX 78626
Customer Contact: Dale Butler
Premise Contact:
Date: 10/2/2014

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: Williamson County - Add delayed egress panic bar
Transaction Type: Add/Upgrade
System Information: Access
Expected approximate date of commencement of project: November 10, 2014
Expected approximate date of completion of project: November 14, 2014

Customer to Provide

120 vac Power Outlets	Any Add'l Devices Req'd by Local AHJ	Aux'ry relays for Fire / sup'ory Devices
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Equipment

Quantity	Part Number	Description
2	1E74C4RP3626ST	Door Hardware Hull Doors, Door hardware
1	PHI	Door Hardware Hull Doors, door hardware
	3R0DE/E2303VM4908ARHRB630	
1	PHI3R0DE/E2803V4908ARHRB630	Door Hardware Hull Doors, door hardware
1	PS160	Door Hardware Hull Doors, door hardware
1	TOTAL	Door Hardware Hull Door total for above parts only
1	MISC	Miscellaneous Hardware MISC

Equipment Notes

Stanley Security Solutions will furnish and install a delayed egress panic system on a double door in the Juvenile Justice Center.

This delayed egress panic bar and power supply is replacing an existing electrified panic bar.

The Fire Alarm System provider will provide the relay interface and make the connection to their equipment for "fire alarm override." Stanley will coordinate this with the Fire Alarm company, and run the necessary cable.

Theory of Operation

Licenses Information (as of 7/1/2014): AK 1003300, AL 956, 1322, 1278, 1472, Alabama Electronic Security Board of Licensure, 7950 Vaughn Rd., Montgomery, AL 36116 (334) 264-9358, 46682; AZ ROC294075; AR 0329770514; E2010 0017, Regulated by Arkansas Bd. of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209 (501) 618-8690, CA 848010, C10, C28, LCO5911, ACO8055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, DE 04-158, FAL 0501, FL EF0030772, GA 439701, IA AC 211 II, 127001274, KY 336, LA F1162, F875, F1277, LA 7129C, MD 107 1828, MI 5103505, 3601205772, MN T501236, MS 19207-SC, 15024172, MT FPL-BEL-000132, NC 25055-SP FALV, 2185-CSA, Alarm Systems Licensing Bd., 4501 Glenwood Ave., Ste 200, Raleigh, NC 27612 (919)788-5320, NJ 1074485, 659423, 34BF0001726C, NJ 374554, NY F400, F401, 0071054, 0078001, NY 120002931109, Licensed by NY's Dept. of State, OH 53-89 1512, OK 953, OR 161507, PA 032736, RI 9104A, TSC 1292, SC FAC3387, BAC5501, TN 1180, 1540, 1448, 1650, 1448, CE D 65528, TX ACR2039, ECR1621, B02140, UT 5704098-6501, VA 2705-087235A, 11-5481, WA STANLCS028KJZ, WY 045256, WI 587322, WY LV-03-21879, REV (2014 05 01) Q 00563394



STANLEY Convergent Security Solutions, Inc.

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*: \$8,606.00

Up-front Deposit*:

Progress Payments*:

Balance Due Upon

Completion*:

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 Contractor. 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)

Keith Choate

Security Representative (Print)

Customer (Sign)

Customer (Print)

County Judge

Title

STANLEY Authorized Manager (Sign)

Ron Adams, DSAI-STX

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 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:

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.

License Information (as of 7/1/2014): AK 1003700 AL 080 1322 1278 1472 Alabama Electronic Security Board of Licensure, 7909 Vaughn Rd., Montgomery, AL 36116 (334) 294-9308, 48662; AZ RGC204975, AR 0329/70514, 52010 0017, Regulator by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209 (501) 518-8900, CA 045019, C10, C28, LIC05911, ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, DE 04-158, FAL 0901, FL FTE000772, GA 439701, IA AC211, IL 127601274, KY 338, LA F1162, F875, F127, MA 71295, MD 107-1628, MI 5103368, 3601205772, MN T601219, MS 19207 SC, 15024172, MI FPL-BEL 096132, NC 25053 SP FAL V, 7185-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave., Ste 200, Raleigh, NC 27612 (919) 768-5320, NJ 1074485, 059422, 348F00017200, NM 274554, NV F463, F491, 0071024, 0078001, NY 12006293166, Licensed by NYS Dept. of State, OH 53 80-1512, OK 953, OR 181587, PA 032738, RI 91604A, TSC 1292, SC FAC3287, BAC3501, TN 1150, 1540, 1448, 1650, 1450, CE-D 65328, TX ACR2038, ECR1321, 602140, UT 5704093 6501, VA 2705 087235A, 11 5481, WA STANLCS982M2, WV 045298, WI 989322, WY LV G-2187D-REV (2014 08 01) 0-005653304

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. Workers 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 Contractor and the Owner, if required by the contract documents, 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 Contractor.

INDEMNIFICATION:

SCSS will hold Owner, 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 Owner'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 Contractor, 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

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COUNTY OF WILLIAMSON

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**SERVICES CONTRACT
FOR PURCHASE, INSTALLATION & MAINTENANCE
OF ELECTRONIC SECURITY/INTEGRATED SOLUTION SYSTEM
(Stanley Convergent Security Solutions, Inc.)**

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 goods and services pursuant to the following terms, conditions, and restrictions:

I.

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 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 Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, direct damages, action, or liability of any kind against The County

resulting from any services Service Provider perform on behalf of The County. In no event shall Service Provider be responsible for consequential or incidental damages of any nature whatsoever.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

III.

No Assignment: Neither party may assign this contract without written consent to the other party first being obtained.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal, dated October 2, 2014, which is marked as Exhibit "A" and incorporated herein as if copied in full.

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.

VI.

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 or she 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 Proposal, dated October 2, 2014 , which is marked as Exhibit "A" and incorporated herein as if copied in full.

VII.

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

VIII.

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.

IX.

Termination: 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.

X.

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

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.

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 IX above.

XIII.

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.

XIV.

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 Agreement, 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 Agreement 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. The County's audit rights exclude the right to review Service Provider's proprietary information including Service Provider's underlying cost, markup and overhead rates.

XV.

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 the signatures of all parties in duplicate originals this the ____ day of _____, 2014.

WILLIAMSON COUNTY:


Authorized Signature

SERVICE PROVIDER:


Authorized Signature
Ron Adams, DSM-STX