
WILLIAMSON COUNTY SERVICE CONTRACT

SECURITAS TECHNOLOGY CORPORATION

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 the Texas Constitution, 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 SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **SECURITAS Technology Corporation f/k/a STANLEY Convergent Security Solutions** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein 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 service includes the work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit “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.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of

the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **Ten (10) Months** from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be **Three Hundred Eighty-Seven Thousand Nine Hundred Ninety-Nine Dollars and Seventy-Eight Cents (\$387,999.78)**.

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

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 (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

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.

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 itself out as an agent or official representative of the County. 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.

VI.

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.

VII.

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.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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.

X.

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.

XI.

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.

XII.

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 workspace 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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this

Contract include the following:


- A. Service Provider Proposal, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (Sourcewell Contract #030421-SCS);
- C. Master Service Agreement for Facility Security Services ("MSA") dated February 8, 2023; and
- D. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract. Nonetheless, in the event of a conflict between the terms of this Contract and the MSA, the terms of the MSA shall and prevail.

XXII.

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:

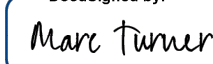

Bill Gravell (Sep 17, 2024 15:07 CDT)

 Authorized Signature
Bill Gravell

 County Judge/Presiding Officer
 Date: Sep 17, 2024, 20__

SERVICE PROVIDER:

Securitas Technology

 Name of Service Provider
DocuSigned by:

F77028EF44AA4BD...

 Authorized Signature
 Marc Turner

 Printed Name
 Date: 9/11/2024, 20__

**Exhibit “A”
Proposal**

Prepared For:

Williamson County Jail - N Tower Intercom and Security Upgrades

Lt. John Irvine
Williamson County Sheriff
306 W 4th St
Georgetown, TX , 78626
915-204-1434
John.Irvine@wilco.org

Prepared By:
Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Beeler
Senior Account Executive
(317) 796-6241
david.beeler@securitas.com

Project Site:
Williamson County Jail
306 W 4th St.
Georgetown, TX, 78626
915-204-1434

**Securitas Sourcewell Contract, #030421-SCS, Maturity Date: 04/22/2025**
Williamson County Sourcewell Contract #9076**SCOPE OF WORK**

We are pleased to provide this quotation to replace the intercom stations (and wire) in the N Tower and upgrade the door control electronics facility wide as lined itemed below. This will remove all proprietary control room software and replace it with a maintainable, highly featured one. This also includes and we hope it meets with your approval.

Securitas will provide (Narrative):

1. Remove existing intercom stations and wiring in the North Tower.
2. Replace intercom stations with detention grade, 4 wire stations
3. Install new intercom wire
4. Terminate all wiring to the existing Harding Instruments headend. We believe the headend equipment is fully functional and since this is an intercom swap out, it all should work. We have not included any repair if something is found.
5. Replace the existing Omron PLC equipment with non-proprietary Allen-Bradley in both the S. Tower and N. Tower door control cabinets.
6. Replace the existing control room security system PC computers (Qty 4) and install the latest Windows operating system and WonderWare software.
7. Program the WonderWare with Securitas Syntinel software.
8. Provide and install (Qty 4) 24" ELO multitouch monitors
9. Provide new intercom master stations next to the control room stations
10. Provide a Security Management Server PC that will function as the system data logger of "who, did what and when".
11. The existing door control panels consisting of power supplies, relays, terminals, wiring will be re-used. All the Omron PLC equipment will be replaced by new Allen-Bradley although.
12. **Record intercom calls from the officer station to the active intercom station. Approx 60 days of audio storage.**

Securitas Software:

Unlike the current system which has reduced functionality, Securitas Syntinel software (WonderWare) will have many features and abilities your current system doesn't have, especially when it comes to **liability reduction**. The zoom feature allows for two finger zoom and one finger sliding of the floorplan. You'll have the ability to "post-it-note" icons on the control stations for maintenance or device failures. Moreover, management can make "rules" where they can tell the system to look for certain situations and notify themselves immediately via email. For instance, if management wants to be alerted when a certain door is held open or an interlock override is being used, they would set up a rule and the system would notify them right when it happened and who was logged into the control station. The software also can allow control room officers to make journal entries for additional documentation of occurrences. The system **provides many tools for maintenance** for system troubleshooting and upkeep in addition. Our system is very feature rich and during the process of building the system there will be software meetings with the owner to tailor the programming as desired.

Equipment & Services:

- Qty (1 Lot)... Material and Labor as listed in this quote
- Qty (1 Lot)... Wiring
- Qty (1 Lot)... Labor
- Qty (1 Lot)... Engineering
- Qty (1 Lot)... Programming and configuration
- Qty (1 Lot)... Testing
- Qty (1 Lot)... Training while on-site



Exclusions:

1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
2. Repair or replacement of existing field devices or wiring that will be re-used
3. Any Pre-vailing wage (If required please let us know the rate to include)
4. Bond and bond premium
5. Any high voltage hookup of over 120VAC
6. All building permits, fees, inspections by others
7. After hours, premium labor
8. Millwork or desktop repair
9. Painting, patching & repair work
10. Lifts or ladders. We expect to use the owner's
11. We require a secure location inside the facility for tool, material storage
12. Additional UPS system(s)
13. Network switches will be re-used

Timeline and Schedule:

After receipt of order, we will schedule the work around availability and access to the jobsite.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
ALLEN BRADLEY	1769AENTR	1	\$978.73	\$978.73
COMM COMPACT IO, ETHERNET/IP ADAPTER				
ALLEN BRADLEY	1769ECR	2	\$38.92	\$77.84
TERMINATOR RIGHT END CAP COMPACT LOGIX				
ALLEN BRADLEY	1769IQ32	4	\$444.49	\$1,777.96
ALLEN BRADLEY 32 POINT 24VDC INPUT MODUL				
ALLEN BRADLEY	1769L37ERM	1	\$4,191.92	\$4,191.92
Plc Controller				
ALLEN BRADLEY	1769OB32	4	\$545.98	\$2,183.92
AB-32PT. OUPPUT MODULE				
ALLEN BRADLEY	1769PA2	1	\$309.98	\$309.98
44W Compact Logix Power Supply				
ALLEN BRADLEY	1769PA4	1	\$714.03	\$714.03
120/240 INPUT				
Dell	OPTIPLEXSFF7020	4	\$1,562.91	\$6,251.64
PC, Corrections, Syntinel/On-Screen Vid, i5, 16GB, 256GB HD,				

Manufacturer	Part Number	Qty	Unit Price	Total Price
ELO ENTUITIVE	E351806	4	\$670.60	\$2,682.40
ELO 2402L 23.8IN LCD TOUCHSCREEN MONITOR				

Manufacturer	Part Number	Qty	Unit Price	Total Price
Securitas	A-36N30MP	2	\$160.55	\$321.10
HOFFMAN 30X36 BACK PLATE				
HOFFMAN	CP3060	2	\$459.77	\$919.54
Panel, 28.20X58.20, Size/Dims: Fits				

Manufacturer	Part Number	Qty	Unit Price	Total Price
HARDING	ICE322227000	285	\$69.98	\$19,944.30



Intercom 4Wire 2Gang 1 Vr Switch

HARDING	TMM6411211	4	\$1,059.77	\$4,239.08
TOUCHSCREEN MODULE				
Travel as required by the projects				\$11,941.82
Freight and Handling:				\$909.09

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
I.T.	360.00	185.00	\$66,600.00
Pre-Fabrication	40.00	105.00	\$4,200.00
CAD	280.00	145.00	\$40,600.00
Installation	380.00	165.00	\$62,700.00
Labor Schedule Subtotal:			\$174,100.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Install labor			\$122,767.86
Install Material			\$7,142.86
Off-List Software Licenses			\$16,285.71
Install Rental			\$5,208.57
Install Other			\$5,051.43

Additional Cables and Locks:

2 Purchase Investment Summary:

Pricing Breakdown

Material Schedule:	\$45,640.48
Labor Schedule:	\$330,556.43
Freight, Handling and Other:	\$12,850.91
Total:	\$387,999.78

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.beeler@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Securitas Technology Corporation

Company

4710 Perrin Creek

San Antonio TX78217

Address

David Beeler, Senior Account Executive

Account Representative Name & Title

Securitas Technology Corporation Management

Securitas Technology Corporation Management Signature Date

Buyer:

Williamson County Sheriff

Trade, partnership or corporate name if different from above.

306 W 4th St

Georgetown TX 78626

Address

Lt. John Irvine

Name & Title

Authorized Signature Date