

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made by and between the City of Farmers Branch, Texas ("City") and Knight Security Systems, LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Company as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") in connection with updating and relocating the current jail control and security system utilizing State of Texas Department of Information Resources Contract No. DIR-SDD-1725 (the "Project"); and

WHEREAS, the Company desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party.

Article II
Scope of Service

The Company shall provide the goods, services and installation set forth in connection with the Project as set forth in the Scope of Services.

Article III Compensation and Method of Payment

3.1 Company will be compensated in accordance with the payment schedule in amounts set forth in the Scope of Services, for a total lump sum amount of One Hundred Forty Thousand Five Hundred Eleven and 25/100 Dollars (\$140,511.25).

3.2 Unless otherwise provided in the Scope of Services, the Company shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article IV Devotion of Time; Personnel; and Equipment

4.1 The Company shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Company shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Company's standard hourly rate schedule, or as otherwise agreed between the Parties.

4.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Company hereunder, and shall not otherwise be reimbursed by the City.

4.3 The Company shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article V Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

5.2 Assignment. The Company may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Company to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

5.6 Severability. In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 Independent Contractor. It is understood and agreed by and between the Parties that the Company in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for the City:

Attn: Gary D. Greer, City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234
972.919.2514 - facsimile

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
214.965.0010 - facsimile

If intended for the Company:

Attn: Keith Russell
Knight Security Systems, LLC
10105 Technology Boulevard West, Suite 100
Dallas, Texas 75220
214.350.8666 - facsimile

5.9 Insurance.

- (a) Company shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Company, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Company's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Company Liability Insurance. The Company shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

5.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE COMPANY PURSUANT TO THIS

AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. COMPANY AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE COMPANY'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE COMPANY SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO COMPANY AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

5.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2015.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Gary D. Greer, City Manager

ATTEST:

Angela Kelly, City Secretary

APPROVED AS TO FORM:

Peter G. Smith
Peter G. Smith, City Attorney

EXECUTED this 29 day of April, 2015.

KNIGHT SECURITY SYSTEMS, LLC

By: H.B. Tray West
~~Keith Russell~~ H.B. Tray West
Title: Vice President & G.M.
North Texas

EXHIBIT "A"
SCOPE OF WORK

1. Company does hereby agree to supply and install the devices hereinafter referred to as the "System", as listed on the attached CUSTOMER SYSTEM PROPOSAL, in accordance with the provisions, terms and conditions hereinafter set forth.
2. City hereby agrees to pay Company the following sums (applicable federal, state and local sales and/or use tax will be additional):
 - A. A total sale and/or installation amount of (Total Amount: \$140,511.25 including applicable sales tax) A portion of the sale and/or installation charge in the amount of (Deposit Amount: \$70,255.63) is due and payable herewith. The balance is due and payable in progress payments based upon material delivered or work completed (completed work to be documented on Company invoice).
 - B. A monitoring fee of \$0.00 including applicable sales tax is payable in advance for a period of _____ year(s) from the date System monitoring is operative. After the initial period, the monthly monitoring fee shall automatically renew itself annually unless either party shall notify the other in writing of its intentions to terminate the monitoring at least thirty (30) days prior to the anniversary date at which such termination will take effect.
 - C. A SecurePlan service fee of \$0.00 including applicable sales tax is payable in advance for a period of _____ year(s) commencing on the date the System monitoring is operative. After the initial period, the monthly service fee shall automatically renew itself annually unless either party shall notify the other in writing of its intention to terminate the service at least thirty (30) days prior to the anniversary date at which such termination will take effect.
SecurePlan service shall include priority dispatch service with _____ functional system test(s) per year. SecurePlan service shall not include repair or replacement of devices damaged by fire, flood, lightning, earthquake, natural disaster, riot, vandalism, or misuse or abuse whether caused by City or a third party. Repair or replacement made necessary by such events and performed by Company shall be charged to City on a time and material basis.
3. **Limited Warranty.**
 - A. **What is Covered.** For one (1) year after System Acceptance (as described in section 12 below), Company will repair or replace any defective part of the System without charge to City. Company may use new or used parts of the same quality. Company may keep all replaced components.
 - B. **How to Get Service.** Call (214.350.1632) or e-mail (support.dallas@CompanySecurity.com) and tell Company what is wrong with the System. Company will provide service as soon as possible during Company's normal business hours which are 8:00AM to 5:00PM Monday

EXHIBIT "A"

SCOPE OF WORK

through Friday, excluding holidays Company observes. A responsible adult must be at the premises at the time Company visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

- C. **What Is Not Included.** Repair of the System is Company's only duty. This warranty does not include disposable batteries. Company makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Company does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, City's failure to properly use the System, or any other reason except a defect in the equipment or Company's installation. Company is not liable for consequential or incidental damages. City agrees that this is Company's only warranty and that Company has given City no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty. Repairs not covered by this warranty will be charged to City at Company's standard rates for labor and materials and City agrees to pay the same.
- D. **State Law.** Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.
4. **After Warranty Service.** If City has subscribed to SecurePlan under Section 2.C of this agreement, Company will continue to service the System in accordance with the provisions of the SecurePlan program. If City has not subscribed to SecurePlan, then at the end of Company's one (1) year limited warranty, Company will continue to repair the System on a time and material basis. City will pay Company's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Company's Limited Warranty on how to request repair service. Payment is due upon completion of the work.
5. **Regulatory Agencies.** Company operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal ; P.O. Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.
6. **Taxes, Fees, Permits, Fines.** In addition to the charges set forth herein, City agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the

EXHIBIT "A"
SCOPE OF WORK

System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition City agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

7. **Company Not An Insurer And Limitation Of Liability.** City acknowledges that Company has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. City does further acknowledge that City assumes all risk for loss or damage to City's premises, property or contents and that Company has made no representations or warranties, nor has the City relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. City acknowledges that Company is not an insurer and that insurance if any shall be obtained by the City and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of City's premises, property or contents. It is not the intention of the parties of this agreement that Company assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. City further agrees to not subrogate with any person or insurer against Company. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Company to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Company by virtue of this agreement or because of the relation hereby established, whether due to Company's breach of this agreement, negligence of Company, Company's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. City may obtain from Company a higher limitation of liability for an additional periodic charge. If City elects this option, Company will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Company is an insurer.
8. **System Acceptance.** City agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Company, or

EXHIBIT "A"
SCOPE OF WORK

within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to, failure to install or wire detection devices, shall be called to the attention of Company by City in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to City.

9. **Increase Of Monitoring/Service Fees.** Notwithstanding the terms and conditions set forth herein, after the term for monitoring service stated in section 2.b above, Company may at any time, increase the monthly System monitoring fee and/or service fee upon giving the City notice in writing. In the event City is unwilling to pay the increased fee(s), City may terminate the System monitoring and/or System service upon giving notice in writing to Company within thirty (30) days from receipt of Company's notice, provided City shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Company within said thirty (30) days will constitute City's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.
10. **System Use And Testing.** To obtain proper results from the operation of the System, City agrees to perform weekly tests and inspections of the entire System and to notify Company as soon as practical to have System repaired if a failure is detected with the System. City will instruct all other persons who may use the System on its proper use. If the System includes interior detect ion (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), City agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.
11. **False Alarm & Warranty Service Calls.** In the event City or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event City shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of City and Company may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to City. Company's excuse from performance shall not affect Company's right to recover damages from City. In the event a fine, penalty, fee or the like is assessed against Company by any governmental or municipality agency as a result of any false alarm or misuse of City's System, City agrees to forthwith reimburse Company upon Company giving notice to City.
12. **Telephone Line.** City understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Company. City will pay for all telephone Company charges. Company requires the use

EXHIBIT "A"
SCOPE OF WORK

of a RJ31 X or equivalent telephone jack to give the System priority over telephones on City's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, City may wish to have the System connected to a second telephone line. If City's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Company will not know of the telephone service problem or outage. City acknowledges that Company has advised City of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

13. **Additional Detection Equipment.** City acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.
14. **Installation Or Service Of System.** City authorizes Company to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Company may, at its sole discretion, subcontract all or part of the installation or service of the System. City will make premises available during Company's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Company's scheduled holidays unless an alternative time has been arranged and agreed to by both Company and City. City has the affirmative duty to inform Company, prior to beginning of installation, of every location at the premises where Company should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Company will cease work until City has, at City's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Company's personnel. In no case shall Company be liable for discovery or exposure of hidden asbestos or other hazardous material, and City shall indemnify and hold Company and its employees harmless from any claims brought against Company and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from City's premises. City understands that the installation will necessitate drilling into various parts of the premises. Company generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Company determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, City will repair any broken or loose doors, windows or other parts of the premises as Company may reasonably request. City agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

EXHIBIT "A"
SCOPE OF WORK

15. **Delay/Interruption Of Installation, Monitoring Or Service.** City hereby agrees that Company assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Company and will not be required to furnish installation, monitoring or service while any such cause shall continue .
16. **Default Or Termination.** If City fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if City fails to observe, keep or perform any other provision, term or condition of this agreement, City hereby agrees that Company shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to City; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter City's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Company expressly so notifies City in writing ; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Company may take, City shall be and remain liable for the full performance of all provisions, terms and conditions on the part of City under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. City shall be liable for all expenses Company may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Company elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Company of this agreement or waiver of Company's rights to which it may be entitled under the law. City further agrees that Company shall not be liable for any damage caused to the City's premises by the removal of System or devices.
17. **Title Of System.** Company retains title to the System and all components and devices until such time as City shall pay for said System in full.
18. **Pre-Existing Equipment And Devices.** Company assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Company pursuant to this agreement.
19. **Authorized Users And Emergency Contact List.** City agrees to furnish to Company forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the City's premises. In addition City shall notify Company in writing of all changes, revisions and

EXHIBIT "A"
SCOPE OF WORK

modifications of the above stated users and emergency contact persons or changes to the City's premises address, telephone, or the like.

20. **Monitoring Service.** If City has subscribed to monitoring service under Section 2.B of this agreement, Company, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the City's premises to verify an authorized user. If unable to verify an authorized user at the City's premises, notify the Public Police Department of the respective jurisdiction of the City's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the City's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the City's premises, notify the City's premises and if unable to notify City, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the City's premises during Company's normal business hours to notify City and, if unable to notify City, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by City, when allowed by law, only upon City's written request of Company. Monitoring may be provided by Company or an independent monitoring facility selected by Company.
21. **Late/Interest Fees & Attorney's Fees.** City shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Company when due and payable. Additionally, in the event it shall become necessary for Company to institute legal proceedings to collect any amount due Company under this agreement, City shall pay Company reasonable attorney's fees when permitted by law.

EXHIBIT "A"

SCOPE OF WORK

DIR-SDD-1725

Company is proposing migrating and updating the Jail Control System at the City of Farmers Branch Justice Center. Company will be working with Electronic Controls and Automation (ECA) for this update. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

Jail Control System

System Head-End

- One PLC CPU
- Four 64 point input module
- Three 64 point output module
- One power supply

Control Equipment

- Nine 8 fused door relay board
- Three 24 station intercom select board, single bus
- One 16 point interface board
- Two 24V, 3.8A system power supply

Operator Interface

- Four HMI runtime software
- Three Intercom master station
- One 5 port ethernet switch

Installation will be performed by a qualified firm regularly engaged in the installation and service of detention facility door control and intercom systems. The firm has been trained in the installation and service of ECA's equipment and systems.

Generator Monitoring

Company proposes monitoring the generator located on the north side of the City of Farmers Branch Justice Center. The transfer switch for the generator is located in the courtroom electrical closet. Company will provide and install wiring from an input on the S2 node to the generator. The S2 system will fire an event when the generator is running. This event will cause a notification in the S2 event log.

Temperature Sensors & Waterbugs

Company proposes to install temperature sensors and water bugs for three IDF/Electrical rooms in the City of Farmers Branch Justice Center. The S2 system will be capable of sending notifications when an event occurs.

Company will furnish and install the following:

- One temp sensor in the main IDF room - PD
- One temp sensor in the court room equipment room
- One temp sensor electrical room

EXHIBIT "A"

SCOPE OF WORK

All WaterBug and Temp Sensors will be wired back to the S2 Equipment room. Company will provide, install and configure one Temperature Blade for the three Temperature Sensors. Company will use any open S2 inputs for the three Waterbugs. Company will program events for notifications when the devices are in alarm.

Panic Buttons - DMP Intrusion Panel Upgrade

Company proposes to provide a DMP Intrusion panel to monitor four to six existing panic buttons located in the City of Farmers Branch Justice Center court room. Company will provide, install and configure a DMP intrusion panel. Company will remove the existing panel and transfer all existing wiring over to the new panel. Intrusion monitoring cost to follow.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual logins for every person at each location for each system
- New client workstations with monitors that meet the system minimum requirements
- Rack space and uninterruptible power supply in the control room.
- 120VAC by a certified electrician for all security devices where needed
- Existing equipment cabinets and field devices

Finance

City hereby agrees to pay Company the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- A deposit of 50% of the total project for Mobilization.
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

Company shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. Company will provide submittal plans that will

EXHIBIT "A"

SCOPE OF WORK

show where each device is located at each site. The submittal plans will also include a system matrix. The system matrix will have the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

Company will be responsible to install all the wiring and connections providing communication and/or control between Company-supplied devices and central control equipment. All wires will be dressed in a neat and Company matter.

Company will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. Company is not responsible for any existing wiring being used. If any existing wiring is found to be unusable then a quote will be provided to the Customer to replace the wire.

Field Devices

Company will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

Company is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. Company is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

Company trained personnel will program the security system to provide a functioning operational system. Company will support Customer programming personnel and set up remote field panels consistent with manufacture standards. Company will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. Company will provide a list of devices that need IP addresses to the Customer.

Testing

Company will perform acceptance testing to ensure proper operation and communication of all integrated systems. The security system will be witnessed in the presence of the appointed Customer representative. A test sheet with a check list will be printed for each device. Once the

EXHIBIT "A"

SCOPE OF WORK

device is tested and approved by the Customer representative the test sheet will be signed and documentation will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. Company will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed then additional charges will be applied.

After successful testing, signatures of Company job completion form will be required and documented to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturers' recommendation.

Training

Company will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacture guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will be train the trainer philosophy. Each system will include manuals, training material, and hands on training.

EXHIBIT "A"
SCOPE OF WORK

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-SDD-1725 Standard Terms and Conditions.
2. **This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.**
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
6. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Company Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Company's control.
7. Final terminations and connections to equipment other than provided by Company.
8. Any trade installation that Company is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

EXHIBIT "A"

SCOPE OF WORK

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (Company), and the General Contractor (GC).

Project Administration Tasks	Customer	Compa	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design & engineering		X	
System design & engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop & maintain drawings & equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	Compa	GC
Provide locations for materials staging	X		
Materials pre-installation configuration & delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking mechanism power supplies	N/A		
120vac for locking hardware and panel power supplies	X		
Building penetrations to exterior	X		
Fire partition penetrations and sealing	X		
Coordination with other trades	X		
Installation of cables to security system devices		X	
Network cables from security system panels to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	Compa	GC
Network PoE switches, ports, patch panels, UPS, & configuration	X		
IP address assignment for Security System equipment and workstations	X		
Provide and configure client workstations	X		

EXHIBIT "A"
SCOPE OF WORK

Programming Tasks	Customer	Compa	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	N/A		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	Compa	GC
System test forms and checklists		X	
Full system test		X	
Customer System Acceptance	X		
As-built drawing and final engineering document submittal		X	

EXHIBIT "A"
SCOPE OF WORK

Proposed Items

Equipment

<u>Qty</u>	<u>Item Description</u>
1.00	DMP Intrusion Security Panel
1.00	DMP Intrusion Cellular Back Up
1.00	DMP Intrusion Battery Harness
1.00	DMP Intrusion 12 VDC Battery
3.00	Winland Waterbug Sensor
1.00	S2 Temperature Blade
3.00	S2 Temperature Probe
1.00	Cable - CAT5E
1.00	ECA - DC-80 - Up to 80 Relays (Doors & gates)
1.00	ECA - IC-72 Up to 72 Intercom Stations
1.00	ECA - Two additional touch screen stations with HMI software
1.00	Cable - 18-2C STR
1.00	Project Install Kit
1.00	ECA - Spare touch screen control station with HMI software
1.00	Deduction for four owner provided computers and monitors
0.50	24-4PR SOLID CAT5E PLENUM
0.50	22-02 OAS STR PVC Blu Stp (DIR)
0.50	22-04 UNS STR PVC Blu Stp (DIR)
1.00	Cat5e Patch Panel 568B - 12 Port (DIR)

Services

DIR – Project lead
DIR – System Design
DIR – Programs an configures systems
DIR – SRTECH
DIR-INSTALL

Subtotal: \$140,511.25
Sales Tax: \$0.00
Total: \$140,511.25