



Government Master Services Agreement

Knight Security Systems, LLC, 10105 Technology Blvd West, Suite 100, Dallas, TX 75220 Tel: 214-350-1632 / Fax: 214-350-8666

E-Mail: support@KnightSecurity.com Web: http://www.KnightSecurity.com

Date	Knight Security Systems Representative	Agreement Number
August-1-2018	Reggie Hernandez	17345
Premises Site		Billing Address

City of Farmers Branch – IS Department
13000 William Dodson Parkway
Farmers Branch, TX 79027

City of Farmers Branch – IS Department
13000 William Dodson Parkway
Farmers Branch, TX

DIR TSO-3430

isdept@farmersbranchtx.gov

This Government Service Agreement is made **August 1, 2018** by and between Knight Security Systems, LLC, a Texas Limited Liability Company, hereinafter referred to as "Knight" and **the City of Farmers Branch** hereinafter referred to as "Purchaser".

1. Knight does hereby agree to provide SecurePlan Service Level Agreement and Monitoring Services hereinafter referred to as the "Services", as listed on the attached "Addendum A, City of Farmers Branch Service Locations", in accordance with the provisions, terms and conditions hereinafter set forth.

2. Purchaser hereby agrees to pay Knight the following sums:

A. Annual amounts for a term of Five (5) years, commencing on the date of the initial invoice for any of the following services:

Monitoring fee: Per Addendum A (_____ including taxes) per year

SecurePlan fee: Per Addendum A (_____ including taxes) per year

SecurePlan24 fee: N/A (_____ including taxes) per year

SecurePlanHealth fee: N/A (_____ including taxes) per year

B. Knight shall invoice recurring services 30 days in advance on annual basis. The initial invoice may include a prorated portion necessary to account for a partial period as well as any other initial charges that may apply. After the initial period, the recurring services shall automatically renew annually unless either party shall notify the other in writing of its intentions to terminate the services at least thirty (30) days prior to the anniversary date at which such termination will take effect.

C. The parties acknowledge and agree that the prices set forth in Addendum A, hereto, are based on the prices set forth in DIR Contract No. DIR-SDD-1725 between Knight and the Texas Department of Information Resources. Notwithstanding anything in this agreement to the contrary, the prices set forth in Addendum A shall not increase for a period beginning on the Effective Date and ending on the fifth (5th) anniversary of the Effective Date; provided, however, if during said five year period Knight enters into a new agreement with the Texas Department of Information Resources to provide the same services described in DIR Contract No. DIR-SDD-1725, and any of the prices for such services in such new contract are decreased, the prices for such services to be provided pursuant to this agreement shall also be decreased.

D. In the event Purchaser makes any changes or additions to the services, equipment, or facilities described in Addendum A, hereto, (i) the prices in DIR Contract No. DIR-SDD-1725 (or the new contract described above, whichever is less), shall be applied to such changes or additions to the services, equipment, or facilities, (ii) Purchaser shall pay the prorated amount due for the then current quarter on the next quarterly invoice, (iii) if the change results in the elimination of services, equipment, or facilities for which Purchaser is incurring a charge or fee, Purchaser shall receive a credit on the next quarterly invoice for the reduction in service prorated based on the number of days remaining in the calendar quarter in which the service, equipment, or facility was eliminated, and (iv) if the change results in an elimination of services, equipment, or facilities for which Purchaser is incurring a charge or fee, fees shall be reduced commencing with the next quarterly invoice following such elimination.

3. Knight will provide 1 system functional test(s) per year for each SecurePlan location listed in Addendum A. 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 Purchaser or a third party. Repair or replacement made necessary by such events and performed by Knight shall be charged to Purchaser

4. Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance (as described in section 12 below), Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight 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 Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight 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, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** In the event that Purchaser requests a repair not covered by this warranty, Knight will provide a written estimate of cost of the repair calculating using Knight's standard rates for labor and materials. Upon written acceptance of the estimate, Knight will perform the necessary work and Purchaser 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.

5. After Warranty Service. If Purchaser has subscribed to SecurePlan under Section 2.A of this agreement, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight'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 Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

6. Regulatory Agencies. Knight 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.

7. Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement. However, should this agreement be in conflict with the conditions defined by the State of Texas DIR contract documents, the DIR contract shall govern.

8. Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the 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 Purchaser 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.

9. Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight 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. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents except for those caused by the willful misconduct or negligence of Knight, its agents, employees, and assigns, and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, express or implied, including any warranty of merchantability or fitness for any particular use except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payment stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property, or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by the malfeasance 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. To the extent permitted by law, Knight will not be liable to third parties under this agreement. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited as follows: (a) for claims related to the on-site installation, repair, or service of the System by Knight. Knight's employees, agents, assigns, contractors, and sub-contractors, a sum equal to the actual damages, (b) for claims related to remote monitoring a sum equal in amount to the combined annual monitoring fees and SecurePlan service fees.

10. Third Party Acts. Knight is not responsible for the acts of Purchaser, Purchaser's agents, assigns, or third parties under the direction and control of the Purchaser in the operation of the System. Purchaser understands that Purchaser is responsible for ensuring that the System is armed and that, in the event Purchaser fails to arm the system or otherwise acts to disable, modify, or circumvent the System, Knight does not guarantee the performance or detection ability of the System.

11. System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or 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 Knight by Purchaser 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 Purchaser.

12. Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service stated in section 2.A above, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing not later than sixty (60) days prior to the effective date of such increase. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

13. System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser 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 to the extent reasonably possible.

14. False Alarm & Warranty Service Calls. In the event Purchaser 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 Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days' notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

15. Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

16. Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

17. Installation Or Service Of System. Purchaser authorizes Knight 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. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight 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, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight 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, Knight 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, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110-volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

18. Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight 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 Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

19. Default Or Termination. (a) If Purchaser fails to pay any amounts agreed herein or provided for herein as required by Texas Government Code, Chapter 2251, or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement within twenty (20) days of receiving written notice of such failure, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the amount of moneys past due, immediately due and payable in accordance with Texas Government Code, Chapter 2251; (b) to initiate any legal proceedings and recover all moneys past due hereunder, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, but subject to not less than five (5) days' written notice to Purchaser; (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 Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all reasonable expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable and necessary attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Notwithstanding anything to the contrary herein, Purchaser shall not be deemed to have waived any defenses or immunity to which it is entitled invoke under state or federal law, including immunity from suit or immunity from liability.

(b) Purchaser shall have the right to terminate this agreement by providing written notice to Knight if on or before the twentieth (20th) day after delivery of written notice by Purchaser to Knight setting forth in reasonable detail the manner in which Knight has failed to perform its obligations or otherwise failed to comply with the provisions of this agreement (a "default notice") Knight has failed to cure the default(s) described within said default notice. If Purchaser terminates this agreement pursuant to this Section 19(b), (i) Purchaser shall pay Knight for all goods and services provided by Knight in compliance with this agreement prior to the date of termination, (ii) Purchaser shall, at Purchaser's sole option, either return all equipment delivered by Knight to Purchaser for which Purchaser has not paid as of the date of termination or pay Knight for such equipment, in which case title to such equipment shall pass to Purchaser, (iii) Knight shall refund to Purchaser funds for services paid in advance of receipt of services pro-rated based to the date of termination, and (iv) Purchaser shall not be required to pay to Knight any termination fee based on the discounted rates charged by Knight pursuant to this agreement.

20. Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

21. Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

22. Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition, Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

23. Monitoring Service. If Purchaser has subscribed to monitoring service under Section 2.B of this agreement, Knight, 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 Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser'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 Purchaser'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 Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, 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 Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

24. Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Both Knight and Purchaser agree that legal proceedings connected with this agreement shall be brought or filed within the relevant statutes of limitations established by the laws of the State of Texas. The Parties hereby waive any right to recovery of attorney's fees in action for breach of contract under Texas Local Government Code Chapter 271.

25. Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender upon receipt of express written permission of Purchaser. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, and particularly sections 10 and 11, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight. Nothing in the section shall be construed to waive, modify, or otherwise release Knight from its duties, standard of care, and liability under this agreement.

26. Criminal History. Knight further agrees to submit any of its employees, agents, subcontractors or sub-subcontractors or their respective employees and agents, who meet the requirements of a covered employee under Texas Education Code § 22.0834, to national criminal history checks or, alternatively, agrees to keep such employees and agents from having any direct contact with students of Purchaser. Failure to comply with the requirements of Texas Education Code §22.0834 shall constitute an immediate event of default by Knight.

27. Knight's Employees. Knight shall enforce strict discipline and good order among the Knight's employees and other persons carrying out the work under this agreement. Knight shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As part of that responsibility, Knight shall enforce the Purchaser's alcohol-free, drug-free, tobacco-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Knight's employees, subcontractors, and all other persons carrying out the work under this agreement. Knight shall also require adequate and appropriate dress of Knight's employees, subcontractors, and all other persons carrying out the work under this agreement.

28. Prohibition of Boycott Israel. Knight verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

29. Insurance.

A. Knight shall during the term of this Agreement 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 Knight's performance of services and work pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence (including death), and for property damage;

(ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by Knight, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Knight's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and

(iv) Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name Purchaser, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and (2) provide for at least thirty (30) days prior written notice to Purchaser for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against Purchaser for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage. Knight shall provide written notice to Purchaser of any material change of or to the insurance required herein.

C. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

30. Indemnification. PURCHASER 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 KNIGHT PURSUANT TO THIS AGREEMENT. KNIGHT HEREBY WAIVES ALL CLAIMS AGAINST PURCHASER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "PURCHASER") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PURCHASER OR BREACH OF PURCHASER'S OBLIGATIONS HEREUNDER. KNIGHT AGREES TO INDEMNIFY AND SAVE HARMLESS PURCHASER 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 KNIGHT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF KNIGHT, 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 PURCHASER, IN WHOLE OR IN PART, IN WHICH CASE KNIGHT SHALL INDEMNIFY PURCHASER ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO KNIGHT AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

31 Governing Law; Venue - The laws of the State of Texas shall govern this Agreement. Venue for any lawsuit between the parties shall be in a state court of competent jurisdiction in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

32. Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed 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 Purchaser, to:

Mark Samuels, Director of Information Services
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith
500 N. Akard, Suite 1800
Dallas, Texas 75201

If Intended for Knight:

33. Termination by Purchaser for Non-Appropriation. Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall have the right to terminate this agreement effective on the last day of any of Purchaser's fiscal years (i.e. September 30th) occurring in any calendar during the term of this agreement subject to the provisions of Addendum B, attached hereto and incorporated herein by reference.

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

35. 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.

36. Independent Contractor. It is understood and agreed by and between the Parties that Knight, in its performance of this agreement, is acting independently, and that Purchaser assumes no responsibility or liabilities to any third party in connection with Knight's actions. All services to be performed by Knight, its employees and subcontractors pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Purchaser. Knight 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.

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

38. Effective Date. This agreement shall be effective on the later of the date it is signed by authorized representatives of all of the parties or August 1, 2018.

Signatures of Following Page

Signed and agreed this _ day of _____, 2018.

PURCHASER:
CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney

Signed and agreed this _ day of _____, 2018.

KNIGHT SECURITY SERVICES, LLC

By: _____
Name: _____
Its: _____

Addendum A, City of Farmers Branch Service Location

Site_Name	Site_Address_1	Item_Code	Bill_Cycle	Cycle_Amount
City of Farmers Branch - Finance Vault	13000 William Dodson Pkwy	DIR-MON1	Q	\$48.00
City of Farmers Branch - Fire Station #1	13601 Webb Chapel	DIR-MON1	Q	\$48.00
City of Farmers Branch - Fire Station #1	13601 Webb Chapel	DIR-MON1	Q	\$48.00
City of Farmers Branch - Animal Adoption	3727 Valley View Lane	DIR-MON1	Q	\$96.00
City of Farmers Branch - Manske Library	13613 Webb Chapel	DIR-MON1	Q	\$96.00
City of Farmers Branch - Historical Dist	2540 Farmers Branch Lane	DIR-MON1	Q	\$48.00
City of Farmers Branch - Historical Dist	2540 Farmers Branch Lane	DIR-MON1	Q	\$96.00
City of Farmers Branch - Historical Dist	2540 Farmers Branch Lane	DIR-MON1	Q	\$96.00
City of Farmers Branch - Oran Good Park	13401 Tom Field Dr.	DIR-MON1	Q	\$96.00
City of Farmers Branch - Senior Center	14055 Dennis Ln	DIR-MON1	Q	\$96.00
City of Farmers Branch - City Hall	13000 William Dodson Pkwy	DIR-MON1	Q	\$96.00
City of Farmers Branch - City Hall	13000 William Dodson Pkwy	DIR-MON1	Q	\$48.00
City of Farmers Branch - City Warehouse	4350 Beltwood Parkway	DIR-MON1	Q	\$96.00
City of Farmers Branch - Fire Station #3	13303 Hutton Dr	DIR-MON1	Q	\$48.00
City of Farmers Branch - Recreation CTR	14050 Heartside Place	DIR-MON1	Q	\$96.00
City of Farmers Branch - Justice Ctr	3723 Valley View Lane	DIR-SECPLAN	Q	\$3,014.90
City of Farmers Branch - Animal Adoption	3727 Valley View Lane	DIR-SECPLAN	Q	\$535.04
City of Farmers Branch - Manske Library	13613 Webb Chapel	DIR-SECPLAN	Q	\$960.35
City of Farmers Branch - Historical Dist	2540 Farmers Branch Lane	DIR-SECPLAN	Q	\$687.07
City of Farmers Branch - Senior Center	14055 Dennis Ln	DIR-SECPLAN	Q	\$949.36
City of Farmers Branch - City Hall	13000 William Dodson Pkwy	DIR-SECPLAN	Q	\$3,266.30
City of Farmers Branch - City Hall	13000 William Dodson Pkwy	DIR-SECPLAN	Q	\$49.26
City of Farmers Branch - Fire Station #3	13303 Hutton Dr	DIR-SECPLAN	Q	\$264.87
City of Farmers Branch - Recreation CTR	14050 Heartside Place	DIR-SECPLAN	Q	\$2,906.09
City of Farmers Branch - Service Center	13333 Senlac Dr	DIR-SECPLAN	Q	\$609.26
City of Farmers Branch - Gillis Rd	14337 Gillis Road	DIR-SECPLAN	Q	\$112.50
City of Farmers Branch - Wicker Street	2417 Wicker Street	DIR-SECPLAN	Q	\$181.25
City of Farmers Branch - Water Tower Gate	13333 Davis Lane	DIR-SECPLAN	Q	\$205.09
2017/2018 additions	Date Added			
SecurePlan for Agreements 8864 (City Hall-2 Cameras)	4.24.2017	DIR-SECPLAN	Q	\$150.00
SecurePlan for Agreements 9224 (IS Dept: HID Cards)	8.15.2017	DIR-SECPLAN	Q	\$0.00
SecurePlan for Agreements 9285 (Justice Center Phase A)	8.31.2017	DIR-SECPLAN	Q	\$2,679.67
SecurePlan for Agreements 9332 (Justice Ctr Phase B)	9.29.2017	DIR-SECPLAN	Q	\$1,522.67
SecurePlan for Agreements 9385 (City Hall: S2 to Milestone Integrat	10.20.2017	DIR-SECPLAN	Q	\$394.67
SecurePlan for Agreements 9391 (City Hall: S2 VM Conversion)	10.23.2017	DIR-SECPLAN	Q	\$0.00
SecurePlan for Agreements 9515 (IS Dept: HID Cards)	12.13.2017	DIR-SECPLAN	Q	\$0.00
SecurePlan for Agreements 9742 (IS Dept: Access Control IT Trainin	3.27.2018	DIR-SECPLAN	Q	\$150.33
SecurePlan for Agreements 7585 (Justice Ctr Fire Alarm Comm Upg	3.13.2018	DIR-SECPLAN	Q	\$82.67
SecurePlan for Agreements 7559-1 (Animal Adoption Vids/Access)	5.31.2018	DIR-SECPLAN	Q	\$701.33
SecurePlan for Agreements 7559-2 (Sr. Center Access)	5.31.2018	DIR-SECPLAN	Q	\$514.67
Total Quarterly Billing				\$19,540.38
Total Annual Value				\$78,161.52

Addendum B, Termination for Lack of Appropriations

The Parties agree to this Addendum B in reference to the 5 year agreement term specified in paragraph 2A of this agreement and Purchaser's right to terminate this agreement at the end of Purchaser's fiscal year under certain circumstances. Should Purchaser fail to appropriate or otherwise receive funds sufficient to purchase or maintain the services set forth in this agreement for any subsequent fiscal year, Purchaser may unilaterally terminate this agreement effective on the final day of Purchaser's then current fiscal year (i.e. September 30) for which funds has been appropriate. Purchaser agrees to use reasonable efforts to deliver written notice to Knight Security Systems not later than 30 days prior to termination of this agreement pursuant to the foregoing sentence. In the event of termination due to lack of appropriations pursuant to this Addendum B, Purchaser will pay Knight Security Systems for all undisputed fees and expenses related to the products and services Purchaser has received, prior to the effective date of termination. Purchaser acknowledges that the fees to be paid to Knight pursuant to this agreement have been discounted in consideration of Purchaser's agreement to a five-year term for this agreement. If Purchaser terminates this agreement pursuant to this Addendum prior to the end of the fifth year of this agreement, Purchaser agrees to pay an early termination fee in accordance with the following table:

Termination for Lack of Appropriation at the end of fiscal year	Termination fee expressed in % of current annual SecurePlan and Monitoring fees, defined in Paragraph 2A
After first year	16%
After second year	12%
After third year	8%
After forth year	4%

For example, should Purchaser terminate this agreement pursuant to this Addendum B after the completion of year three of this agreement, the termination fee would be 8% of the then current SecurePlan service level agreement and Monitoring fees defined in paragraph 2A of this agreement.