

- (a) Texas Government Code Section 2251.152 Acknowledgment: By signature below, 911 Security Cameras represents pursuant to Section 2252.152 of the Texas Government Code, that 911 Security Cameras is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

5. Federal Terms and Conditions.

- 5.1 911 Security Cameras understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, 911 Security Cameras represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. 911 Security Cameras shall require that these clauses shall be included in each covered transaction at any tier.

5.2 Access for Individuals with Disabilities (ADA Access).

- (a) 911 Security Cameras agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. 911 Security Cameras also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, 911 Security Cameras agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (iv) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (vi) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (x) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (xii) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

5.3 Access to Records and Reports.

- (a) 911 Security Cameras agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of 911 Security Cameras which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 911 Security Cameras also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to 911 Security Cameras' records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. 911 Security Cameras agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (b) 911 Security Cameras agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. 911 Security Cameras agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case 911 Security Cameras agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5.4 Civil Rights Requirements.

- (a) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, 911 Security Cameras agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, 911 Security Cameras agrees to comply with applicable Federal

implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the Agreement:

(i) Race, Color, Creed, National Origin, Sex:

(A) 911 Security Cameras agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, 911 Security Cameras agrees to comply with any implementing requirements FTA may issue.

(B) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, 911 Security Cameras agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, 911 Security Cameras agrees to comply with any implementing requirements FTA may issue.

(C) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, 911 Security Cameras agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, 911 Security Cameras agrees to comply with any implementing requirements FTA may issue.

(c) 911 Security Cameras also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

5.5 Disadvantaged Business Enterprise (DBE).

(a) The FY 20 Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.**

(b) 911 Security Cameras, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(c) 911 Security Cameras and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

(d) Failure by the Subrecipient and any of its Third Party Contractors or Third Party

Subcontractors to carry out the requirements of this subparagraph 5.5(d) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the FY 20 Agreement or such other remedy as County deems appropriate, which may include, but is not limited to:

- (i) withholding monthly progress payments;
 - (ii) assessing sanctions;
 - (iii) liquidated damages; and/or
 - (iv) disqualifying 911 Security Cameras from future bidding as non-responsible. Each subcontract 911 Security Cameras signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- (e) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (f) 911 Security Cameras is required to pay its subcontractors performing work related to the FY 20 Agreement for satisfactory performance of that work no later than 30 days after the 911 Security Cameras' receipt of payment for that work from County. In addition, 911 Security Cameras is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.
- (g) 911 Security Cameras must promptly notify County whenever a DBE subcontractor performing work related to the FY 20 Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. 911 Security Cameras may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

5.6 Distracted Driving.

- (a) 911 Security Cameras agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle 911 Security Cameras owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

5.7 Energy Conservation.

- (a) 911 Security Cameras agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.8 Environmental Justice.

- (a) 911 Security Cameras agrees to, and assures that it will, promote environmental justice by following:
- (i) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order;
 - (ii) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and
 - (iii) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy

Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

5.9 Environmental Protections.

- (a) 911 Security Cameras agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

5.10 Notice to Third Party Participants.

- (a) Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to 911 Security Cameras and any other Third-Party Agreements.

5.11 Incorporation of FTA Terms.

- (a) The provisions in this Section include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the FY 20 Agreement. 911 Security Cameras shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

5.12 No Government Obligation to Third Parties.

- (a) County and 911 Security Cameras acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, 911 Security Cameras, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. 911 Security Cameras agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.13 Notification to FTA.

- (a) 911 Security Cameras understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located.
 - (i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws,

regulations, and requirements.

5.14 False Claims.

- (a) If the County has credible evidence that 911 Security Cameras or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

5.15 Privacy Act.

- (a) If 911 Security Cameras maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.
- (b) 911 Security Cameras agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, 911 Security Cameras agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. 911 Security Cameras understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the FY20 Agreement. 911 Security Cameras also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

5.16 Program Fraud and False or Fraudulent Statements and Related Acts.

- (a) 911 Security Cameras acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, 911 Security Cameras certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the FY 20 Agreement or the FTA assisted project for which the FY 20 Agreement work is being performed. In addition to other penalties that may be applicable, 911 Security Cameras further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on 911 Security Cameras to the extent the Federal Government deems appropriate.
- (b) 911 Security Cameras also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on 911 Security Cameras, to the extent the Federal Government deems appropriate.
- (c) 911 Security Cameras agrees to include the above two clauses in each subcontract

financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.17 Prompt Payment.

- (a) 911 Security Cameras is required to pay its subcontractors performing work related to this FY 20 Agreement for satisfactory performance of that work no later than thirty (30) days after the 911 Security Cameras' receipt of payment for that work from County. In addition, 911 Security Cameras is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

5.18 Resource Recovery.

- (a) 911 Security Cameras agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.19 Safe Operation of Vehicles (Seat Belt).

- (a) 911 Security Cameras shall encourage its employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

5.20 Sensitive Security Information.

- (a) Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing FTA regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

5.21 Termination.

(a) Termination for Convenience

- (i) County may terminate the FY 20 Agreement, in whole or in part, at any time by written notice to 911 Security Cameras. If 911 Security Cameras has any property in its possession belonging to County, 911 Security Cameras will account for the same, and dispose of it in the manner County directs.

(b) Termination for Cause

- (i) County may terminate the whole or any part of this FY 20 Agreement for cause in the following circumstances:
 - (A) If 911 Security Cameras fails to perform services within the time specified in the Services or any extension thereof granted by the County in writing;
 - (B) If 911 Security Cameras materially breaches any of the covenants or terms and

conditions set forth in the Agreement or fails to perform any of the other provisions of the Agreement or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

- (ii) If, after termination, it is determined for any reason whatsoever that 911 Security Cameras was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County as if the contract had been terminated for convenience.
- (iii) Upon termination of the Agreement, County shall compensate 911 Security Cameras in accordance with the terms for payment set out in the agreement, above, for those services which were provided under the Agreement prior to its termination and which have not been previously invoiced to County. 911 Security Cameras' final invoice for said services will be presented to and paid by County in the same manner set forth in the Agreement.
- (iv) The County shall terminate by delivering to 911 Security Cameras a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. 911 Security Cameras and its sureties shall be liable for any damage to the County resulting from the 911 Security Cameras' refusal or failure to complete the work within specified time, whether or not the 911 Security Cameras' right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.
- (v) 911 Security Cameras' right to proceed shall not be terminated nor shall 911 Security Cameras be charged with damages under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of 911 Security Cameras. Examples of such causes include: acts of God, acts of another contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, and freight embargoes.
- (vi) In the case of delay, 911 Security Cameras shall within ten (10) days from the beginning of any delay, notify the County in writing of the causes of any delay. If, in the judgment of County, the delay is excusable, the time for completing the work shall be extended. The judgment of County shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of the Agreement.

5.22 Transit Asset Management Plan.

- (a) 911 Security Cameras assures that it and will comply with FTA regulations "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

5.23 Change Orders.

- (a) Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by 911 Security Cameras without first receiving written approval by the Fort Bend County Public Transportation

- Director or their designee properly defining and limiting any such change. 911 Security Cameras shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Agreement and signed by the County.
- (b) Within 14 calendar days after 911 Security Cameras' receipt of the written change order request for modification of the Agreement, 911 Security Cameras shall submit to County a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between 911 Security Cameras and the County. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.
 - (c) It is distinctly understood and agreed that no claim for payment for work done or materials furnished by 911 Security Cameras outside of these parameters shall be paid by County. Any such services or materials furnished by 911 Security Cameras without such written order shall be at the risk, cost and expense of 911 Security Cameras, and no claim for compensation for any such services or materials shall be made.
 - (d) All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to County for the change in the scope.

6. Interpretation; Captions.

- 6.1 For purposes of this FY 20 Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this FY 20 Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this FY 20 Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This FY 20 Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with, and as an integral part of, this FY 20 Agreement to the same extent as if they were set forth verbatim herein.

7. Entire Agreement.

- 7.1 Except as provided herein, all terms and conditions of the Agreement, including any addenda, amendments, or extensions not modified shall remain in full force and effect. This FY 20 Agreement, together with all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event there is a conflict between this FY 20 Agreement and attached Exhibits, this FY 20 Agreement controls. The Parties have not relied on any statement, representation, warranty, or

agreement of the other Party or of any other person on such Party's behalf, except for the representations, warranties, or agreements expressly contained in this FY 20 Agreement.

IN WITNESS WHEREOF, this FY 20 Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this FY 20 Agreement and the attachments and exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George

KP George,
County Judge

9-24-2019

Date

911 SECURITY CAMERAS, INC.

Paul Tabban

Name: Paul Tabban
Title: President

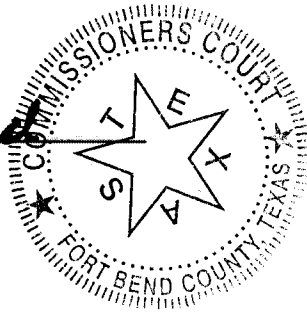
Sep 6 2019

Date

ATTEST:

Laura Richard

Laura Richard,
County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 16,813.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

EXHIBIT B

What you get with a
911 Security
Turn Key Labor and Maintenance
Agreement

WE'VE GOT YOUR BACK!

Labor and Maintenance

- Labor for all service calls
- All required lift equipment for service calls
- Software Upgrades
- Unlimited Server Log In/Phone/E-Mail Tech Support
- Monthly remote visit and check up to verify system is working properly
- Monthly Screen Print to verify cameras are up and running
- Supplemental Software upgrades and adjustments as needed
- Rapid Replacement for defective devices
- Yearly visit to clean and adjust cameras
- Quarterly hard drive inspection and defragmentation



911 Security Cameras Inc. was founded in 2007 based on the commitment that we would build a business service solution company that would focus on and specialize in the specific expertise required to evaluate, customize and install the best possible security camera solutions. We are specifically tailored to meet each businesses' individual needs. Not only are we committed to offering the best equipment, warranties and pricing; because of our sole focus, specialty and expertise, we can also stand behind our equipment with the best service, cutting edge web/technological support and solutions available in the market today.

911 Security Cameras Inc. has already serviced hundreds of clients, each within various industries, ranging from small individually owned businesses to large major corporations. From major gas stations such as chevron and Exxon Mobile, to fast food chains such as IHop, Sonic Drive-In, industrial and warehouse locations such as Dallas based GMC plants and the EPA. No job is too big or too small for 911 Security Cameras Inc.

Ft. Bend will be moving from or eliminating 4 of the 7 locations that have been covered under our maintenance agreement for the past 5 years. The locations to be eliminated are:

Fair Ground Fueling Stations, Transportation Administration, Fueling Facility 2192 Dairy Ashford and Transportation Operations.

At the request of Ft. Bend County, for the fiscal year October 1, 2019 - September 30, 2020 this contract will cover all 7 locations as usual from October 1, 2019 – January 31, 2020. The remaining time of the annual contract, February 1, 2020 – September 30, 2020 will only cover the remaining 3 locations which include:

Ft. Bend County Fairgrounds, U of H and AMC Theatres.

The following bid will break down the cost to Ft. Bend County for this arrangement during the entire fiscal year October 1, 2019 – September 30, 2020.

911 SECURITY CAMERAS INC.



Project: Ft. Bend County Transportation Camera System Maintenance
Client: Ft. Bend County
Client Contact: Alisha A. Lessey-Stallworth - Procurement & Contracts Manager
Site Name: Travis Annex
Site Address: 301 Jackson, Suite 201
 Richmond, Texas 77469
Client Phone: 281-243-6777
Client E-Mail: Alisha.Lessey@fortbendcountytexas.gov

Mfg/Model	Qty	Description	Price/Unit	Total Price
October 1, 2019 - January 31, 2020				\$ -
				\$ -
	1	Fort Bend County Fair Grounds	\$18,500	\$ 18,500.00
	1	Fair Ground Fueling Station	\$ 2,200.00	\$ 2,200.00
	1	U of H	\$ 32,400.00	\$ 32,400.00
	1	AMC	\$ 27,750.00	\$ 27,750.00
	1	Transportation Administration	\$ 17,100.00	\$ 17,100.00
	1	Fueling Facility 2192 Dairy Ashford	\$ 4,500.00	\$ 4,500.00
	1	Transportation Operations	\$ 20,450.00	\$ 20,450.00
		Original Project Total Costs	\$122,900.00	\$ -
				\$ -
		Turn Key Maintenance Contract at 18% of system value - \$22,122 annually		\$ -
		(\$1,843.50 per month x 4 months)	\$7,374	\$ -
				\$ -
February 1, 2020 - September 30, 2020				\$ -
				\$ -
	1	Fort Bend County Fair Grounds	\$18,500	\$ 18,500.00
	1	U of H	\$ 32,400.00	\$ 32,400.00
	1	AMC	\$ 27,750.00	\$ 27,750.00
		Original Project Total Costs	\$78,650	\$ -
				\$ -
		Turn Key Maintenance Contract at 18% of system value - \$14,157 annually		\$ -
		(\$1,179.75 per month for 8 months)	\$9,438.00	\$ -
				\$ -
				\$ -
	1	Grand Total Maintenance Contract for Oct 1, 2019 - Sept 30, 2020		
		(\$7,374 + 9,438 = \$16,813.00)		\$ -
				\$ -
		Sub-total		\$16,813.00
		Tax		
		Grand Total		\$16,813.00

Turn Key Maintenance Agreement

Contract # 16406

This agreement entered into by and between Ft. Bend County located at: Travis Annex, 301 Jackson, Suite 201, Richmond, TX. 77469 and hereinafter known as 911 Security Cameras Inc. Located at 10878 Plano Rd., Suite F, Dallas, TX. 75238.

Terms of Contract October 1, 2019 – January 31, 2020

Ft. Bend County acknowledges to securing the services of 911 Security Cameras Inc. to extend their security camera maintenance agreement to repair and support their video security systems located at:

Fort Bend County Fair Grounds

Fair Ground Fueling Station

U of H

AMC

Transportation Administration

Fueling Facility 2192 Dairy Ashford

Transportation Operations

Terms of Contract February 1, 2020 – September 30, 2020

Ft. Bend County acknowledges to securing the services of 911 Security Cameras Inc. to extend their security camera maintenance agreement to repair and support their video security systems located at:

Fort Bend County Fair Grounds

U of H

AMC

911 Security Cameras acknowledges the acceptance of the responsibility of maintaining the Video Security System in the manner described as follows:

Repair Labor

911 Security Cameras shall send technicians to all repair service calls at no charge regardless of complexity or service call duration.

Support

911 Security Cameras will give unlimited support for any and all issues pertaining to Ft. Bend County's camera system through remote server log in, phone and e-mail support.

support@911securitycameras.com

Software Upgrades

911 Security Cameras shall upgrade the Video Insight VMS to latest version for contract year.

Lift Equipment

911 Security Cameras shall provide any lift equipment required for subsequent service calls.

System Health Monitor Review

911 Security Cameras will do a monthly remote inspection and print screen of the VMS health monitor to verify system is working properly and all cameras are up and running.

Software upgrades as needed

Camera models change during the course of time and if the new models need to be used as replacements under the existing hardware warranty, we will upgrade the VMS software to recognize these new models at no charge even if the annual upgrade does not have the appropriate new camera model protocols.

Clean and adjust cameras

911 Security Cameras will schedule an annual site visit to clean and adjust all cameras at Fort Bend County's discretion.

Hard drive inspection

911 Security Cameras will log into the County VMS server quarterly to inspect and defragment the video storage hard drives helping to assure proper system health and reduce the threat of recorded video corruption and/or hard drive failure.

Terms of Payment

Payment is to be made on or before the effective date of this contract each year.

If the installment option is accepted, each installment payment will be invoiced and is due and payable on the first day of the installment period.

The method of installment calculation is as follows: The amount of each installment shall be equal to the annual amount divided by the number of desired installments.

Ft Bend County desires (check one):

_____ One annual payment in the amount of \$16,813

_____ Two semi-annual payments in the amount of \$8,406.50

_____ Four quarterly payments in the amount of \$4,203.25

_____ Twelve monthly payments in the amount of \$1,401.08

The parties approving this contract do certify that they are fully authorized to execute this document and are in compliance with all legal requirements.

This agreement, signed this ____ day of _____, 20__.

Company: Ft. Bend County

Authorized BY:

911 Security Cameras Manager

Print: _____

Print: _____

Sign: _____

Sign: _____

City/State/Zip:

Travis Annex

301 Jackson, Suite 201

Richmond, TX 77469

Date: _____

911 Security Cameras thanks you for your trust and is looking forward to serving you!

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2019-537082

Date Filed:
 09/06/2019

Date Acknowledged:
 09/24/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 911 Security Cameras Inc.
 Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Ft. Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 13-PT-500001-A8
 Camera system maintenance agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)