

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN THE WALLER COUNTY SHERIFF AND SUSTAINABLE SECURITY SOLUTIONS FOR ANNUAL PREVENTATIVE MAINTENANCE SERVICES

This Agreement for annual preventative maintenance services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between the Waller County Sheriff ("Sheriff"), and Sustainable Security Solutions, Inc. ("Contractor"), a Texas corporation, with its principal place of business at 1107 Basse Road, San Antonio, Texas 78212 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the Sheriff desires to contract with Contractor to provide certain annual maintenance services for detention door hardware, sliding detention doors, and detention electronic devices and equipment to be performed at the Waller County Jail, and Contractor desires to provide such services to the Sheriff under the terms and conditions hereof;

WHEREAS, the Sheriff shall use commissary funds to pay for such services;

WHEREAS, the Sheriff and Contractor have the intent to comply with all applicable laws relative to performance of the Agreement; and

WHEREAS, the Sheriff and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

SECTION 1. AGREEMENT

- 1.1 Services to be Performed: Contractor shall perform the services as set forth herein, and the County agrees to pay the fees as set forth herein as full and final compensation for all services performed under this Agreement. Contractor shall perform the services as further described in Exhibit A.
- 1.2 Character and Extent of Services: Contractor agrees to perform the services as specified by Contractor in Exhibit A, Contractor's Proposal. The services shall be performed at the Waller County Jail, located at 300 Sheriff R. Glenn Smith Dr., Hempstead, Texas 77445. Contractor shall perform the services, which include inspecting, cleaning, adjusting, lubricating, and repairing for detention door hardware and sliding detention doors; and inspecting, cleaning, updating software and firmware, and repairing detention security electronic devices and equipment as specified in Exhibit A. Specifically excluded from the services to be performed are: access control system equipment and devices, replacement hardware and hardware components, and replacement electronic devices, CPUs, monitors, control equipment, and security electronics components. Contractor shall perform the services upon the terms and conditions set forth in this Agreement and its exhibits.

Contractor shall furnish all personnel, labor, equipment, supplies, deliverables, and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement.

- 1.3 Exhibits: Exhibit A, Contractor's Proposal is attached hereto, and incorporated by reference as if it were fully set forth herein for all purposes.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 Sheriff's Designated Representatives: The Sheriff designates the Chief Deputy of the Justice Command and the Jail Administrator as his Designated Representatives with regard to the services performed under this Agreement.
- 2.2 Contractor's Designated Representatives: Contractor designates [NAME] as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Time for Performance: Contractor shall provide the services as provided herein immediately upon execution of the Agreement, and throughout the term specified in Section 5.
- 3.2 Contractor's Performance: Contractor shall provide the services identified in Exhibit A, on an annual or semi-annual basis, in accordance with Exhibit A. Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to perform the services in accordance with the terms and conditions of this Agreement.
- 3.3 Standard of Performance: The services performed shall be to the satisfaction of the Sheriff. In the event the Sheriff determines, in his sole discretion, that the services are not performed satisfactorily, the Contractor shall promptly remedy the work to the satisfaction of the Sheriff.
- 3.4 Texas Commission on Jail Standards: Contractor shall perform the services in accordance with any applicable rules adopted by the Texas Commission on Jail Standards.
- 3.5 Meetings and Cooperation: Contractor shall meet with the Sheriff or his Designated Representative(s) on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the Sheriff, and other contractors providing services to the Sheriff to maintain maximum security and efficiency.
- 3.6 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.
- 3.7 Criminal History Background Investigation: Contractor agrees that the personnel that will perform work under this Agreement shall be subject to a criminal history background investigation by the Sheriff's Office. Contractor will provide any information requested by

the Sheriff to perform the investigation. Contractor further agrees that its personnel will comply with any and all security measures and identification required by the Sheriff.

- 3.8 Personnel Clearance: Contractor's personnel shall not access Sheriff secure areas or information without first obtaining clearance for those personnel from the Sheriff or his Designated Representative(s). Contractor agrees that it will replace any personnel that the Sheriff or his Designated Representative(s) determine in good-faith is incompetent, careless, unsuitable, or otherwise objectionable in performing any work under this Agreement.
- 3.9 Compliance with Security Measures: Contractor agrees that its employees and personnel will comply with security measures put in place by the Sheriff or his Designated Representative(s) prior to performing any services under this Agreement, and shall not access any secure area or information prior to receiving approval from the Sheriff or his Designated Representative(s).

SECTION 4. CONTRACT PRICE

- 4.1 Total Fee: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the Sheriff shall pay to Contractor the amount of twenty-nine thousand nine hundred and seventy-nine dollars (\$29,979.00), which shall be paid from the Sheriff's commissary funds.
- 4.2 Invoices: Contractor shall provide to the Sheriff an invoice each month in which services are performed indicating the services actually performed.

SECTION 5. TERM AND TERMINATION

- 5.1 Agreement Term: The term of this Agreement shall begin on the Effective Date and terminate on December 31, 2025 (the "Initial Term"), unless either Party terminates this Agreement in accordance with its terms. Upon expiration of the Initial Term, the Agreement may be extended for a one (1) year period at a seven percent (7%) increase to the Contract Price (the "Renewal Term").
- 5.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 5.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 5.4 Termination for Insolvency and Bankruptcy: The Sheriff, in his sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.
- 5.5 Termination for Cause or Convenience: The Sheriff may terminate this Agreement for cause or convenience by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.
- 5.6 Notice of Termination: The terminating Party shall provide 30 days written notice of

termination to the other Party as provided in Section 16.16.

- 5.7 **Opportunity to Cure:** A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 5.8 **Termination Without Penalty:** Contractor shall not be entitled to lost or anticipated profits, or any other damages, whether direct or indirect, should the Sheriff choose to exercise his option to terminate.
- 5.9 **Prorated Refund:** In the event that the Sheriff terminates the Contract prior to the termination date provided in Section 5.1, Contractor shall refund to the Sheriff a prorated portion of the Contract Price.

SECTION 6. NO EXCLUSION OR PAYMENT

- 6.1 **No Exclusion or Payment:** Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

- 7.1 **Records and Audits:** The Sheriff, and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The Sheriff shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the Sheriff or the County Auditor to complete an audit, and to comply in all respects with any request by the Sheriff or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 8. INTERPRETATION

- 8.1 **Interpretation:** This Agreement controls over any other document, terms, or conditions in regard to the services to be performed hereunder. In the event of any discrepancy between the provisions of this Agreement and Exhibit A, the Agreement shall control.

SECTION 9. SITE INSPECTION AND COORDINATION

- 9.1 **Site Inspection and Coordination:** Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. Contractor understands that it will be performing the services in a correctional facility. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the Sheriff or his Designated Representative(s).

SECTION 10. LIMITATION OF LIABILITY

- 10.1 **Limitation of Liability:** Contractor understands that it will be performing the services in a correctional facility. **Neither the Sheriff nor the County shall be liable for any damage to any property owned by Contractor that is caused by an inmate. Neither the Sheriff nor the County shall be liable under any theory of recovery, including negligence, for**

any damages arising out of or pertaining to Contractor's performance of this Agreement, or the products or services provided by Contractor under this Agreement.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

- 12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the Sheriff, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the Sheriff or County in any capacity or form.

SECTION 13. INDEMNITY.

- 13.1 **INDEMNITY:** CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND

NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 14. INSURANCE REQUIREMENTS

14.1 **Insurance Limits and Required Certificates:** Contractor shall provide the Sheriff with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Sustainable Security Solutions, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.
- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury

by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
- d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the Sheriff's Office and Waller County Jail as an additional insured.

14.3 Certificates of Insurance: Contractor shall provide the Sheriff with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

14.4 No Decrease in Liability: The Sheriff's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the Sheriff. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Initial Term or any Renewal Term.

SECTION 15. ASSIGNMENT

15.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the Sheriff. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the Sheriff at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the Sheriff a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the Sheriff provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Recitals: The Recitals are incorporated into this Agreement.

16.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

16.3 Right of Review: The Sheriff or his Designated Representative(s) may review and inspect any and all of the services performed by Contractor under this Agreement. Sheriff and his

Designated Representative(s) are granted the right to audit, at the Sheriff's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to Sheriff's rights as may be disclosed by a review under this section.

- 16.4 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the Sheriff has provided prior written consent. In the event that the Sheriff provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.5 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The Sheriff's failure to require strict performance of any provision of this Agreement does not waive or diminish the Sheriff's right thereafter to demand strict compliance with that or any other provision. The Sheriff's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The Sheriff and his employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 16.6 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- 16.7 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 16.8 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by

both Parties.

- 16.9 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 16.10 Tax Exempt: The Sheriff's Office and Waller County Jail are tax-exempt, and neither will pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.11 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 16.12 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the Sheriff, Waller County Jail, and Waller County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 16.13 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.14 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.15 Confidentiality: The Sheriff's Office and Waller County Jail are bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the Sheriff pursuant to this Agreement. The Sheriff will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the Sheriff or another Waller County employee may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the Sheriff, nor the County, or any of either's officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the Sheriff by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 16.16 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the Sheriff:

Attn: Waller County Sheriff
400 Sheriff R. Glenn Smith Dr.

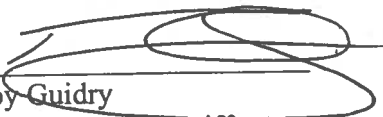
To Contractor:

Attn: Brian Holden
1107 Basse Road

Hempstead, Texas 77445

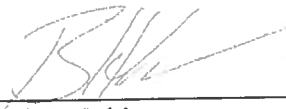
San Antonio, TX 78212

SHERIFF


Troy Guidry
Waller County Sheriff

Date: 6.16.25

CONTRACTOR


Brian Holden
Sustainable Security Solutions

Date: 6/11/2025



June 4, 2025

Cost Proposal

**Waller County Justice Center
Attn: Captain Dawn Miller**

RE: Waller County Justice Center – Detention Door Hardware, Sliding Detention Doors, and Security Electronics Service and Maintenance Annual Agreement

We are pleased to provide your firm with a Proposal on the following in accordance with our inclusions and exclusions listed below:

Inclusions:

1. We will provide an annual preventative maintenance service for detention door hardware and sliding detention doors. This will be one annual trip to the facility.
 - We will perform the following activities as required for all detention door hardware and door accessories to ensure hardware is functioning properly at all door openings:
 - i. Inspect
 - ii. Clean
 - iii. Adjust
 - iv. Lubricate
 - v. On the spot repairs (if possible)
2. We will perform semi-annual preventative maintenance services for the detention security electronics systems. The following activities are required for detention security electronic devices and equipment to ensure proper functionality:
 - Inspect
 - Clean
 - Update software and firmware as required
 - i. Updates are based on the manufacturer's recommendations and the performance of the systems.
 - On the spot repairs (if possible)
3. A report will be provided upon completion that will detail all the work performed at each opening. A report will be provided upon completion that will detail all the work performed at each opening. We will provide maintenance services for security electronics equipment and software.



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4. Telephone support will be available during normal business hours (0800-1700), Monday through Friday (excluding holidays) for the duration of this agreement.
5. This agreement is valid for one (1) year from the date of an executed Purchase Order.

Specific Exclusions:

1. Access Control System Equipment and Devices
2. Replacement hardware and hardware components.
3. Replacement electronic devices, CPUs, monitors, control equipment, and security electronics components.
4. *If any hardware, components, or devices need to be replaced, pricing will be provided before proceeding
5. Taxes

Detention Security Electronics:	\$16,877.00
Detention Hardware, Swing Doors, and Sliding Doors:	\$14,976.00

Annual Preventative Maintenance Service

Lump Sum Including Discount:	\$29,979.00
Excludes Sales and Use Tax/ Excludes Bond	

*For service and maintenance provided outside of a Service Agreement while a Service Agreement is in place, hourly rates will be \$125/hr.

Terms and Conditions:

- A. Pricing is valid for 60 days.
- B. S3 requires an executed Purchase Order to proceed with this Service Agreement.
- C. Invoices to be sent after completion of service trip. Payment Terms: Net 30, no retainage
- D. This agreement may be extended to one additional year at this price plus 7%.

If you should require any further information, please do not hesitate to contact me.



SUSTAINABLE
SECURITY SOLUTIONS

Texas Smart Buy Vendor #18306006505

Sincerely,

Brian Holden
Sustainable Security Solutions

Accepted By: _____

Purchase Order Number: _____

Purchase Order Amount: _____