

ALBION POLICE DEPARTMENT MONTHLY REPORT

**TO THE VILLAGE OF ALBION MAYOR AND
BOARD OF TRUSTEES**

June 2024





Village Of Albion Police Department
106 North Platt Street
Albion, New York 14411
Phone (585) 589-5627
Fax: (585) 589-8016



David Mogle
Chief of Police

William Annable
Lieutenant

BOARD REPORT

June 2024

July 24th, 2024

Personnel:

1. Future Training Planned:

- a. Police Executive Training -Chief Mogle and Lt. Annable – March 18th-22nd - Completed
- b. DCJS Patrol Rifle School –All Officers will attend - June or July pending DCJS approval
- c. NYTOA Tactical Conference – Chief Mogle, Sgt. Francis, Sgt. Black – April 2024- Completed
- d. ARIDE (Advanced Roadside Impaired Driving Enforcement) – Multiple Officers – Summer/Fall 2024
- e. Motorcycle Enforcement Training – Attended by officer Baase in April

Vehicles & Equipment:

1. Six additional new Glocks have been received and we are currently working on getting them in service. The previous three are already in-service. Officers are qualifying with the new hand guns as they are received and issued to the officer prior to qualification.

Other:

1. 3 quotes were received for the video surveillance system in the police department. All 3 are attached to this report for review. This would include adding a camera to the rear of the Village Office and a 270-degree camera on the building at the Platt/East Bank intersection. The system will be paid for by the Law Enforcement Grant received from New York State.
2. 2 Laptops were ordered for the patrol cars with funds from the Law Enforcement Grant which will complete the change over from the old Dell laptops to the Toughbook laptops.
3. Driver's license scanners for each patrol car have also been ordered and will be installed into each vehicle. This is also being paid for by the Law Enforcement Grant



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Chief's Vehicle Mileage:

March 1st, 2024 – 97940 miles
March 31st, 2024 – 98753 miles
April 30th, 2024 – 99259 miles
May 30th, 2024 – 99663 miles
June 30th, 2024 – 99996 miles

Albion Village Police Department

Project Location
Albion Village Police Department
106 N Platt Street
Albion, NY 14411

Tech Refresh - Video Surveillance V3

Proposal No.: 213004.3
Friday, July 12, 2024

Prepared For
David Mogle
Chief of Police



Security 101 - Western NY
30 Industrial Park Circle
Suite 1
Rochester, NY 14624
NY — Alarm: 12000334871

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Western NY
30 Industrial Park Circle
Suite 1
Phone: 888-990-2088
Fax: 585-299-1105
Website: www.Security101.com

Friday, July 12, 2024

David Mogle
Albion Village Police Department
106 N Platt Street
Albion, NY 14411

Re: Tech Refresh - Video Surveillance V3

Dear David Mogle:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above-referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

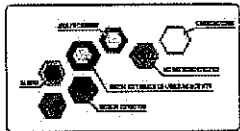
In addition, upon completion of the installation, our service department staff will be ready to provide you with same-day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Victor Wainwright
CEO/President
victor.wainwright@security101.com
Cell Phone: 585-746-5222

Avigilon Control Center™ 7 Software

Avigilon Control Center (ACC) software is an easy-to-use video management software that is designed to optimize the way security professionals manage and interact with high-definition video. It efficiently captures and stores HD video, while intelligently managing bandwidth and storage using our patented High Definition Stream Management (HDSM) technology. Version 7 of the software introduces an entirely new way to monitor live video through its Focus of Attention interface, enabling operators to see at a glance what is happening across the entire site and more effectively triage and respond to the most important events.



Focus of Attention Interface

Redefining live video monitoring, Focus of Attention helps increase operator effectiveness by providing an overview of events across all cameras in the site, including Avigilon analytic events, face and license plate watch list matches, Unusual Activity Detection (UAD) events, Unusual Motion Detection (UMD) events, motion events, and alarms. Operators can triage the most important events, reviewing associated video to determine if a response is required.



Facial Recognition Technology

Accelerate response times using AI-powered facial recognition technology to detect people of interest based on secure watch lists managed by authorized users at the organization. Populate watch lists by uploading an image or finding a face from recorded video. Robust controls govern the accessibility and retention of watch list data. Start an Avigilon Appearance Search™ query for watch list entries, or receive alerts for potential watch list matches through the Focus of Attention interface. For added security, create alarms that trigger when any individual on the watch list is detected.



Avigilon Appearance Search Technology

A sophisticated AI search engine that enables investigators to sort through hours of recorded video with ease and quickly locate a person or vehicle of interest across an entire site. Search for a person or vehicle of interest by entering a physical description, by uploading a photo, or by finding an example in recorded video.



Next-Generation Analytics and Self-Learning Video Analytics

ACC™ video management software enables analytic events and alarms to be viewed and searched through an intuitive user interface. Real-time events and forensic capabilities detect and notify operators of scene changes and rules violations.



Unusual Activity and Unusual Motion Detection (UAD & UMD)

Advanced AI technology highlights the unanticipated by automatically flagging unusual activity and motion. Without any configuration, UMD detects atypical movement while UAD is object-aware and detects anomalous behavior (speed and location) of people and vehicles.



Preinstalled on Avigilon Recorders and Appliances

ACC software is pre-installed and configured on Avigilon HD Video Appliances, Network Video Recorders (NVRs), NVR Workstations, ACC ES Recorders, ACC ES Analytics Appliances, ACC ES 8-Port Appliances and the H4ES camera line. You can also install the stand-alone ACC software to meet the needs of a wide variety of projects. Our NVRs come pre-installed with the NVR Analytics Kit to enable our patented Avigilon Appearance Search technology.



Video System

Head Ends

NVR

Installed in existing IT closet using existing Viewing Monitor
 Customer to provide - electric, network and paint touchup work.
 Removal of old system included, use existing wire as pulls for new CAT 6 cabling.

NVR	1	HDVA3X Pro 16-port 12TB - NA (AVIGILON VIDEO)
Network Switch	1	Existing or Customer Supplied
UPS	1	Existing or Customer Supplied
Viewing Monitors	1	Existing or Customer Supplied
IP Camera License	13	ACC 7 Standard camera channel (AVIGILON VIDEO)
Accessories	1	Cat6 Patch Cable 5Ft Blue (W BOX TECH)

IP Cameras

Indoor Mini Domes - Qty 6

Locations - Replacement
 Front Hallway, Processing Room, Rear Hallway, Main Room, Lobby 2, Rear Entrance

IP Interior	6	3.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.4mm f/2.1; IR (AVIGILON VIDEO)
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Indoor Dome - Qty 4

Location - Lobby, Interview Room, Holding Room, Juvenile Room, integrated with microphone,

IP Exterior	4	3.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.4-10.5mm f/1.6 Integrated IR (AVIGILON VIDEO)
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Outdoor Bullet - Qty 2

Locations - Rear of building to view parking lot (new location), Outside Front (Replacement)

IP Exterior	2	5.0 MP, WDR, LightCatcher, Day/Night, Indoor/Outdoor Bullet Camera, 3.4-10.5mm f/1.6, Integrated IR (AVIGILON VIDEO)
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Outdoor Multi-sensor - Qty 1

Location - Street Corner

IP Exterior	1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1. (AVIGILON VIDEO)
IP Exterior	1	Gigabit 802.3bt 60 W PoE Injector, Indoor, single port (AVIGILON VIDEO)
IP Exterior	1	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only (AVIGILON VIDEO)
Mount #1	1	WALL MOUNT FOR LARGE PENDANT (PELCO)
Mount #1	1	CORNER MOUNT FOR LARGE PENDANT WALL MOUNT WLMT-1001 (PELCO)
Mount #1	1	OUTDOOR PENDANT MOUNT ADAPTER (AVIGILON VIDEO)
Mount #1	1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear (AVIGILON VIDEO)
Other	1	Materials: Conduit provided by S101

Qty.	Part Description (Manufacturer)	Unit Price	Extended Price	Discount Amount	Final Price
1	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only (AVIGILON VIDEO)	\$2,894.85	\$2,894.85	(\$578.97)	\$2,315.88
6	3.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.4mm f/2.1; IR (AVIGILON VIDEO)	\$540.93	\$3,245.58	(\$649.14)	\$2,596.44
4	3.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.4-10.5mm f/1.6 Integrated IR (AVIGILON VIDEO)	\$784.35	\$3,137.40	(\$627.48)	\$2,509.92
2	5.0 MP, WDR, LightCatcher, Day/Night, Indoor/Outdoor Bullet Camera, 3.4-10.5mm f/1.6, Integrated IR (AVIGILON VIDEO)	\$1,065.75	\$2,131.50	(\$426.30)	\$1,705.20
13	ACC 7 Standard camera channel (AVIGILON VIDEO)	\$189.09	\$2,458.17	(\$491.66)	\$1,966.51
1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1. (AVIGILON VIDEO)	\$408.87	\$408.87	(\$81.77)	\$327.10
1	OUTDOOR PENDANT MOUNT ADAPTER (AVIGILON VIDEO)	\$209.25	\$209.25	(\$41.85)	\$167.40
1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear (AVIGILON VIDEO)	\$209.25	\$209.25	(\$41.85)	\$167.40
1	Gigabit 802.3bt 60 W PoE Injector, Indoor, single port (AVIGILON VIDEO)	\$185.85	\$185.85	(\$37.17)	\$148.68
1	HDVA3X Pro 16-port 12TB - NA (AVIGILON VIDEO)	\$7,434.14	\$7,434.14	(\$1,486.83)	\$5,947.31
1	CORNER MOUNT FOR LARGEPENDANT WALL MOUNT WLMT-1001 (PELCO)	\$115.69	\$115.69	(\$23.14)	\$92.55
1	WALL MOUNT FOR LARGE PENDANT (PELCO)	\$127.38	\$127.38	(\$25.48)	\$101.90
1	Cat6 Patch Cable 5Ft Blue (W BOX TECH)	\$4.73	\$4.73	(\$0.95)	\$3.78

Long Term Protection for Your Security System

The security industry of today is vastly different from what it was 3 to 5 years ago. Three major factors have created this difference.

The first is technology. Processing power and the advent of applications over the Internet Protocol (IP) are changing technology at an unprecedented rate. These changes are happening in months not years. The second factor is company stability and commitment to service. With complex technology comes a much higher demand on technical certification and field service / support experience. Lastly, converged technology requires dependable help desk support and more frequent inspections of security components. Traditional break/fix coverage is no longer sufficient to insure optimum technology performance. Monitoring network capacity, inspecting software functionality, and periodic testing of onsite devices are integral to peak performance. Understandably, these changes have sharpened the focus on requirements for quality service and support.

Security 101 has never wavered from its core competency and commitment to its substantial and ever-growing customer base. It is this focus that allows Security 101 to proudly provide the most comprehensive service plans available – period!

Making a security system decision should be made with confidence, free from angst and doubt regarding vendor or equipment.

SafeGuard 101 BEST-IN-CLASS SERVICE

Security 101 has been in the service delivery business for many years. We recognize that your satisfaction (and our reputation) depends entirely upon our performance and sensitivity to your business requirements. The SafeGuard 101 service plans have been created to provide total excellence – no surprises, no fine print. Just our "Fanatical Customer Service".

Employee safety, asset protection, access control, information security, Fire/life safety, and intrusion detection are very serious issues. Most companies do not take the time to understand the risks of not properly protecting a security system. Many service providers are not anxious to disclose the hidden costs.

There are three risks associated with system problems:

- 1) The cost to repair or replace a failed component.
- 2) The cost and availability of labor to diagnose and correct a wide variety of issues.
- 3) The cost and inconvenience of a breach of security to your business be it major or minor.

Security 101 has made coverage decisions designed to eliminate ALL surprises. In addition, by investing in a SafeGuard plan, you are choosing to proactively maintain and budget for your system's maintenance that will not only reduce system down time but also extend the life of the system.

Schedule A - Covered Equipment

The following equipment is covered by this service plan.

Qty.	Part Description (Manufacturer)
1	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only (AVIGILON VIDEO)
6	3.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.4mm f/2.1; IR (AVIGILON VIDEO)
4	3.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.4-10.5mm f/1.6 Integrated IR (AVIGILON VIDEO)
2	5.0 MP, WDR, LightCatcher, Day/Night, Indoor/Outdoor Bullet Camera, 3.4-10.5mm f/1.6, Integrated IR (AVIGILON VIDEO)
13	ACC 7 Standard camera channel (AVIGILON VIDEO)
1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1. (AVIGILON VIDEO)
1	OUTDOOR PENDANT MOUNT ADAPTER (AVIGILON VIDEO)
1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear (AVIGILON VIDEO)
1	Gigabit 802.3bt 60 W PoE Injector, Indoor, single port (AVIGILON VIDEO)
1	HDVA3X Pro 16-port 12TB - NA (AVIGILON VIDEO)
1	CORNER MOUNT FOR LARGEPENDANT WALL MOUNT WLMT-1001 (PELCO)
1	WALL MOUNT FOR LARGE PENDANT (PELCO)
1	Cat6 Patch Cable 5Ft Blue (W BOX TECH)

SafeGuard 101 Service Plans

Security 101 has created two new protection options. Both are intended to provide a high level of confidence that system issues will be responded to promptly and professionally, and that troubles will be corrected in the shortest time possible. Your business can count on it!

Standard Warranty Service

- 8-5, M-F Service
- Equipment Repair/Replacement
- Non-emergency Response – 3-5 Business Days
- Emergency Response – Within 24 hours billed as incurred

SafeGuard 101 / Gold Protection

All items included In Standard Warranty Service plus...

- Non-emergency Response – 1-2 Business Days
- Emergency Response – Eight (8) Hours billed as incurred
- Training for office personnel on system functionality – 2 Hours Per Year
- Replacement of Disposable Parts (Batteries, Bulbs, Connectors, etc.)

SafeGuard 101 / Platinum Protection

All items included In Gold Protection plus...

- Non-emergency Response – Next Business Day
- Emergency Response – four (4) hours billed as incurred
- Security 101 Customer Web Portal
- Preventive Maintenance Inspections (Key Component Integrity Inspections) – 1 per year
- Training For office personnel on system functionality – 4 Hours Per Year Software
- Support Agreements & Subscription Services rolled in at 10% discount

SafeGuard 101 Service Plans

SafeGuard 101 Protection Feature	Warranty	Gold	Platinum
Service Hours (Excluding. Holidays)	8-5pm M-F	8-5pm M-F	8-5pm M-F
Security 101 - Customer Web Portal	N/A	N/A	Included
Priority Queue for Service Request	N/A	Included	Included
Guaranteed Emergency Response	24 Hours	8 Hours	4 Hours
Guaranteed Non-Emergency Response	3-5 Bus. Day	1-2 Bus. Day	Next Bus. Day
Preventative Maintenance (Key Component Integrity Inspections)	N/A	N/A	Annual
Replacement of disposable parts (Batteries, bulbs, connectors, etc.)	N/A	Included	Included
Training for Personnel on System Functionality	N/A	Up to 2 Hours	Up to 4 Hours
Software Support Agreements Discount	N/A	N/A	10% off List
Software Subscription Services Discount	N/A	N/A	10% off List

SafeGuard 101 Service Plans

Benefits and Definitions

Service Hours

Service Hours represent the time that a Security 101 service technician will be available for technical support either online, using remote computer access or physically on-site.

Customer Web Portal

Our Customer Web Portal is available 24 hours a day, 7 days a week for the Platinum SafeGuard 101 Plan. This internet-based service product is a great way to place service calls, review open & closed service calls along with reviewing the status of open installation projects.

Priority Service

Our SafeGuard 101 Plans offer a priority service queue over our Standard Warranty. This will ensure that your service request will be supported in a timely and responsive manner.

Preventative Maintenance

In an effort to reduce the unforeseen equipment failure of key components, Security 101 performs on-site preventative maintenance to inspect, test and repair the equipment that is covered by a Platinum SafeGuard 101 Plan. This proactive service approach has proven to be the single most effective way in reducing critical failures of field hardware.

Replacement of Disposable Parts

Under our Gold Safeguard – 101 Plan, Security 101 will replace any disposable part, under \$50 per unit, which fails during the term of the agreement. An example of disposable parts would be power supply batteries, light bulbs, and device connectors to name a few. Access Control credentials, ID card printer ribbons & print heads, ID badge accessories are not considered disposable parts.

System Training

Security 101 provides end user system training on the covered system. Such training can / may be conducted at the Security 101 or Customer site. Customer specific training requirements and approach for training will be agreed upon at the time of accepting either a Gold or Platinum SafeGuard 101 Plan. Customer is responsible for any attendee travel cost for attending a training class not on-site.

Software Support Agreements (SSA) & Subscription Services Discount

If your system requires and SSA or Subscription Services Plan to maintain the software of the system, they will be included in the Platinum plan at a discounted price.

SafeGuard 101: Service Plan Terms and Conditions

- 1. TERM; ANNUAL SERVICE CHARGE.** Customer agrees to pay the annual service charge set forth in the Scope of Work per annum (the "Annual Service Charge"), payable annually in advance, plus all applicable state and/or local taxes, for the Term stated on the Acceptance page. After the Term, this Agreement will automatically renew on an annual basis (each, a "Renewal Term") unless terminated by either party upon written notice to the other at least thirty (30) days prior to the anniversary date. If such automatic renewal is prohibited by applicable law, then the term of this Agreement will automatically renew from month-to-month. Security 101 shall have the right to increase the Annual Service Charge after the first year. If Customer terminates this Agreement prior to the end of the Term or any Renewal Term, then Customer agrees to pay Security 101, in addition to any outstanding fees and charges for Services rendered prior to termination, ninety percent (90%) of the Annual Service Charge as liquidated damages and not as a penalty. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication or signal transmission company, false alarm, permitting and connection fees, and fees related to reprogramming devices to comply with area code, signal transmission, numbering or other changes relating to the Services provided under this Agreement. Failure to pay amounts when due shall give Security 101, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Security 101's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees.

- 2. SERVICES.** If provided in the Scope of Work, Security 101 will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and will bear the expense thereof (the "Services"). Equipment will only be included in the Scope of Work and covered after Security 101 inspects such equipment and makes any necessary repairs and replacements to the equipment at a charge to Customer for labor and materials at Security 101's then prevailing rates. The expense of all extraordinary maintenance and repair due to alterations in Customer's premises, alterations of the equipment made at the request of Customer or made necessary by changes in Customer's premises, damage to the premises or to the equipment, or to any cause beyond the control of Security 101, shall be borne by Customer. The Services do not include the cost of replacing any equipment for any reason whatsoever, including but not limited to equipment obsolescence or end-of-life status, and such replacement cost shall be borne by Customer. Security 101's Services shall be performed during Security 101's normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Services on the following devices will be provided only on a time-and-material basis: (1) exterior mounted devices, (2) equipment subject to conditions not covered by warranty, and (3) computer hardware, software and computer networks. Customer acknowledges and agrees that it is Customer's sole obligation to provide network connectivity to maintain service with all access providers to transmit signals between Customer's equipment and devices and Customer's monitoring center (if any) and to ensure compatibility with any of Customer's equipment and devices. Security 101 is not responsible for performance issues or failures resulting from Customer's network equipment and devices including, without limitation, internet latency, local area networks, and non-conforming or non-compatible hardware, software, equipment or devices. Security 101's Services obligations only relate to the specific equipment scheduled in the Scope of Work, and Security 101 is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any equipment of the Customer not installed by Security 101. Notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that the Services cannot eliminate occurrences of the events that the serviced equipment is designed or intended to avert, detect or prevent, including, but not limited to, fires, intrusions, burglaries, and other criminal activity. Accordingly, Security 101 makes no promise, guaranty or warranty that the Services or the serviced equipment will avert, detect or prevent any such incidents or the consequences therefrom.

- 3. INSPECTIONS.** If provided in the Scope of Work, Security 101 will provide the number of inspections of the covered equipment as specified in the Scope of Work and such inspections shall be performed during Security 101's normal

working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays.

4. **SERVICES ASSURANCE.** Security 101 assures that the Services will be performed in a professional and workmanlike manner. This Services assurance is provided for thirty (30) days from completion of the Service. This Services assurance does not cover issues caused by accident, abuse, misuse, use in a manner inconsistent with this Agreement, or resulting from events beyond Security 101's reasonable control. If Security 101 fails to meet the above Services assurance and Customer notifies Security 101 within the assurance term, then Security 101 will re-perform the specific Service using reasonable efforts to cure the failure. This is Customer's only remedy for breach of the Services assurance. OTHER THAN THIS SERVICES ASSURANCE, SECURITY 101 MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. SECURITY 101 DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT (INCLUDING INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE OR DATA, OR LOSS OF OR INTERRUPTION OF BUSINESS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SECURITY 101 SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES (OR CAUSES OF ACTION IN RESPECT THEREOF) TO THE EXTENT ARISING OUT OF OR RELATING TO THE FAILURE OF THE SERVICES TO AVERT, DETECT OR PREVENT ANY OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES ARE DESIGNED OR INTENDED TO AVERT, DETECT OR PREVENT, INCLUDING, BUT NOT LIMITED TO, INTRUSIONS, BURGLARIES, FIRES, FLOODS, AND ALL OTHER CAUSES OF DAMAGE AND CRIMINAL ACTIVITY (COLLECTIVELY, A "DETECTION FAILURE"), REGARDLESS OF THE THEORY OF LIABILITY ASSERTED WHETHER BASED IN CONTRACT (INCLUDING INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE. IF, NOTWITHSTANDING THE PROVISIONS OF THE PRECEDING SENTENCE, SECURITY 101 IS FOUND LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES (OR CAUSES OF ACTION IN RESPECT THEREOF) UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO ANY DETECTION FAILURE, THEN SECURITY 101'S LIABILITY SHALL BE LIMITED TO \$250 AS LIQUIDATED DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ACTUAL DAMAGES THAT MAY BE SUFFERED BY CUSTOMER IN THE EVENT OF A DETECTION FAILURE ARE NOT READILY ASCERTAINABLE AND THAT SUCH LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF SUCH DAMAGES AND ARE NOT TO BE CONSTRUED AS A PENALTY. NO SUIT OR CAUSE OF ACTION CONCERNING ANY DETECTION FAILURE SHALL BE BROUGHT AGAINST SECURITY 101 AFTER ONE (1) YEAR AFTER THE DATE OF SUCH DETECTION FAILURE.

6. MISCELLANEOUS.

6.1 Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate to the subject matter hereof. In case of any conflicts on the same subject matter between this Agreement and any purchase orders, acceptances, correspondence, and other documents, this Agreement shall govern and prevail, and the conflicting terms and conditions of any such documents shall be deemed deleted and shall not be binding upon either party insofar as they relate to this Agreement.

6.2 Amendments and Waivers. No amendment of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any provision of this Agreement or any default shall be valid unless the same shall be in writing and signed by the party making such waiver.

6.3 Severability. If any term or provision of this Agreement is held invalid, void or unenforceable, or is otherwise stricken, then any and all remaining terms and provisions of this Agreement shall remain valid and binding upon the parties.

6.4 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.5 Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, whether arising in contract, tort, equity, or otherwise, shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

6.6 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

6.7 Assignment. Customer may not assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of Security 101, which shall not be unreasonably conditioned, withheld or delayed. Security 101 may assign any or all of its rights and interests hereunder to one or more of its affiliates and to any entity that acquires Security 101 or substantially all of its assets.

6.8 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER WITH RESPECT TO CLAIMS IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY.

6.9 Independent Contractor Relationship; Non-Solicitation. Security 101 and Customer are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint ventures. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Customer shall not solicit any employee or contractor of Security 101 to leave the service of Security 101.

6.10 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile, .PDF, or by any legally recognized digital or electronic signature), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Service Plan Refusal (Optional)

By opting out of our comprehensive SafeGuard 101 service plans, you are assuming certain risks and potential costs that may arise from system issues. Below are the details of what you are missing out on and the associated risks:

Benefits Missed:

- **Guaranteed Response Times:** With SafeGuard 101 Gold or Platinum Protection, you would have access to faster response times for both emergency and non-emergency service requests. This ensures that any issues with your security system are addressed promptly, reducing downtime and potential security vulnerabilities.
- **Preventative Maintenance Inspections:** Our Platinum Protection plan includes annual preventive maintenance inspections, which can significantly reduce the risk of critical equipment failures. This proactive approach helps maintain the integrity and performance of your security components.
- **Replacement of Disposable Parts:** Under the Gold and Platinum plans, Security 101 covers the replacement of certain disposable parts that may fail during the term of the agreement. This includes items like batteries, bulbs, and connectors, reducing the burden of unexpected costs for these replacements.
- **Training for Personnel:** SafeGuard 101 plans offer training sessions for your office personnel on system functionality. This ensures that your team is well-equipped to utilize the security system effectively, maximizing its potential and enhancing security measures.
- **Software Support Agreements & Subscription Services Discounts:** With the Platinum plan, you would benefit from a 10% discount on Software Support Agreements and Subscription Services, providing cost savings on essential software maintenance and updates.

Risks of Refusal:

- **Cost of Repairs/Replacements:** Without a service plan, you would be responsible for the full cost of repairing or replacing any failed components of your security system.
- **Labor Costs and Availability:** Diagnosing and correcting system issues can incur significant labor costs, especially for complex security technologies. Availability of skilled labor on short notice may also pose challenges.

By refusing enrollment in a SafeGuard 101 Service Plan, you acknowledge and accept these risks and responsibilities. Please review and sign below to confirm your decision.

Customer Signature:

Date:



Financial Summary

Proposal #213004.3 Tech Refresh - Video Surveillance V3

Bill to: Albion Village Police Department
106 N Platt Street
Albion, NY 14411

Ship to: Attn: David Mogle
Albion Village Police Department
106 N Platt Street
Albion, NY 14411

GRAND TOTALS

INSTALLATION	\$6,847.50
EQUIPMENT	\$20,170.43
TOTAL INVESTMENT	\$27,017.93

Description	Term	Monthly
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Service Plan: Gold	60 Month	\$322.32
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Total Monthly Charge \$322.32

Plus applicable taxes

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all equipment sold hereunder and installation labor rendered as part of the Work against defects in materials for a period of Sixty (60) months and labor for a period of Twelve (12) months from the date of substantial completion of the installation (the 'Warranty Period'); provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101. Warranty repairs or replacements do not constitute an extension of the original warranty.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF USE OR OPPORTUNITY OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY. THE LIMITATIONS AND PROTECTIONS AGAINST LIABILITY AFFORDED SECURITY 101 HEREIN SHALL APPLY TO ANY ACTION OR CLAIM IN CONNECTION WITH THIS AGREEMENT OR EQUIPMENT SOLD BY SECURITY 101, WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY AND STRICT LIABILITY).

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement. Security 101 hereby assigns to Customer all warranties Security 101 receives from the manufacturers of equipment or components sold pursuant to this Agreement, and Security 101 shall have no obligations under Section 2 with respect to equipment or components covered by these manufacturers' warranties.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) the total Price paid by Customer under the Agreement, or (ii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement, including reasonable attorneys' fees incurred by Security 101 relating to such claims. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101

by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. **Design Development.** Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

9. **Programming.** Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

10. **Drawings:**

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's, subject to the limitations and restrictions in this Section 11.

12. **Software License(s).** Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Video System Terms & Conditions

13. A dedicated circuit is recommended for the CCTV system, but not included.

14. Current and future lighting requirements are the responsibility of others.

15. Appropriate furniture or shelving for CCTV recording equipment is not included unless specifically identified in the scope of work and/or the equipment list.

Additional Terms & Conditions

Installation

16. All required installation documents are included.

17. Installation of all required equipment and materials with on-site supervision of project is included.

18. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
19. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
20. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
21. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
22. Client to provide and coordinate 110 VAC electrical service where needed.
23. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
24. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

25. Any changes in the understood scope of work will be communicated and approved in writing (by authorized representatives of Client and Security 101), prior to commencing work.
Permits/Bonding/Sealed Engineered Drawings

26. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

27. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
28. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
29. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
30. In the event that any one or more of the provisions contained herein 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 of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

31. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA without regard to any conflict of law doctrine. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in Monroe County, State of New York, and waives any jurisdictional, venue or inconvenient forum objections to such courts. No action may be maintained or proceeding commenced by Client or others against Security 101 with respect to this Agreement or the equipment furnished hereunder unless a timely written claim has been made in accordance with Security 101's limited warranty above and unless such action or proceeding is commenced within twelve (12) months of Security 101's delivery of the equipment to which such action or proceeding relates.

32. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

33. General Clarifications

- Any product or service not outlined in this Proposal's Scope of Work, is excluded in part or entirety and is subject to a Change Order including a price change, if requested or required.
- Any installation delays to Security 101 by customer or other trades once installation begins, shall be cause for a Change Order to the contract customer
- Counts are based on draft drawings submitted by customer or contractor.
- Support Agreements are assumed to be up to date and have not been included as part of this proposal.
- Monthly monitoring agreements, cloud subscriptions or software agreements are not a part of this contract. Please refer to additional agreements for applicable terms, conditions, and pricing.
- Any additional or changes to mounts, equipment, material, or labor that is not a part of the Scope of Work will be handled by change orders. Additional charges may apply.
- If equipment, materials, rentals or services are not called out in this proposal, they are excluded in full.
- On new construction projects, billing will be performed on an AIA schedule value unless otherwise noted.
- Security 101 may utilize, at its discretion, partner, temporary labor or subcontractor resources to complete work when necessary.

34. Mobilization

- Any installation delays to Security 101 by customer or other trades once installation begins, shall be cause for a Change Order (C.O.) to the contract customer and additional rates will apply.
- Work to be completed during regular business hours or Security101 will require a C.O. and additional labor rates will apply.
- Normal business hours are defined as Monday to Friday, except holidays, 8:00am – 5:00pm.
- Customer shall provide access to facility during and after normal business hours. Any escort requirements shall be at the obligation and cost of the customer.
- Lifts, where required, to be provided by others or customer unless specified in the Scope of Work.
- Customer is responsible for additional expenses due to COVID or other infectious disease testing. This includes testing devices, time, and travel of related parties.

35. Technical Requirements per the Scope of Work of this Document

- Customer shall provide 110VAC battery and surge protected power at all Head End or Panel locations.
- Customer shall provide a PDU in rack in MDF, 220VAC if located in datacenter.
- Customer shall provide all POE switches unless part of the Scope of Work of this document. Applicable ports will be assigned and accessible to Security VLAN prior to MDF equipment installation.
- Customer shall provide the IP addresses including 10 Spares to be used by Security 101 prior to mobilization.
- If required, customer shall provide Security 101 with VPN access to servers.
- If required, customer shall provide Security 101 with read write credentials for access to Active Directory. If not permitted, customer will need to perform applicable integrations under the direction of Security 101.
- The customer must provide space for new equipment such as server, network switches and UPS. Security 101 can provide a network rack as needed but it is not included.
- Customer shall provide a workspace and network access for onsite technicians during installation. Customer provided computers are at the expense of the customer.

36. Items by others unless provided in Scope of Work of this proposal

- Servers, Network Switches, Computer Racks, End user devices such as iPad tablets, PC and any associated hardware
- Uninterrupted Power Supply (UPS) or Surge Protection



Terms and Conditions (cont.)

Proposal #213004.3 Tech Refresh - Video Surveillance V3

- Electronic locking hardware and Fire Relays
- CAD files and drawings to be supplied by others for permitting mark-ups as needed.
- Permitting, Engineering, and standing inspections. All associated costs will be billed back to the customer at face value for reimbursement. There will be a \$50 handling fee applied.
- Network connectivity between buildings whether be copper, wireless, fiber or satellite.
- Any required conduit and backboards



Acceptance

Proposal #213004.3 Tech Refresh - Video Surveillance V3

For the amount of **\$27,017.93** (plus tax of \$0.00)

This proposal dated Friday, July 12, 2024 is valid until Sunday, August 11, 2024

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

SALES TAX: All required sales tax will be added to invoices according with state law. If tax is quoted, it is for budget purposes only and may not reflect the taxes due to be collected at the time of invoice.

SUPPLY CHAIN DELAYS AND VENDOR PRICE INCREASES: Security 101 cannot be responsible for delays caused by supply chain delays or COVID related delays. Prices may be increased by vendors/manufactures requiring adjustments to the proposal price and may require a change order.

SHIPPING: Shipping charges are provided as an estimate only. Any shipping charges over the budgeted amount will be billed on the final invoice. If budgeted amount exceeds actual shipping charges then a credit to the project will be issued.

MATERIAL COST ESCALATION: If, during the performance of this contract, the cost of materials significantly increases, through no fault of contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 2% (two percent) experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Billing and Payment Terms

50% upon Deposit

50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

LATE FEES: Invoice payment is due by date stated on invoice. Please be advised there is a late charge of 1.5% interest per month on late invoices 5 days post due date.

Licenses

NY — Alarm: 12000334871



Acceptance (cont.)

Proposal #213004.3 Tech Refresh - Video Surveillance V3

Services

This proposal includes the following recurring services which are billed QUARTERLY in advance.

Description	Term	Monthly
Service Plan: Gold	60 Month	\$322.32
Total Monthly Charge		\$322.32

This plan extends the parts And labor coverage from one year As included In the original proposal To the term indicated above And includes all the enhanced support services Of the service plan. Service plan coverage begins at system completion And offers enhancements over standard warranty coverage.

Albion Village Police Department

Security 101 - Western NY

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number

Albion PD – Video Surveillance/Interview Recording System Upgrade to IP - NY State Contract #PT68825 – July 2, 2027

Per customer request to replace the existing video interview recording system with a new recording server, client viewing PC, three (3) new IP cameras, microphones and buttons for the Interview Room, Juvenile Room and Holding, as well as three (3) new exterior IP cameras to view parking and building perimeter and seven (7) interior IP cameras for building surveillance, LINSTAR recommends;

Prepared For:

Chief David Mogle
 Albion Police Department
 106 N Platt St. Albion, NY 14411
 (585) 589-5627 mogle@albionpolice.com

Prepared By:

Kristin Terranova
 LINSTAR Inc.
 430 Lawrence Bell Drive Buffalo, NY 14221
 (716) 864-0010 Cell Kristin.Terranova@linstar.com

<u>Location</u>	<u>Qty.</u>	<u>Description</u>	<u>Price</u>
Head End Control	1	Client PC for Monitoring – I-PRO WTL-1, SINGLE INTEL 6-CORE CPU PROCESSOR, 32GB RAM, WINDOWS 11 PRO.OS ON 1TB HDD, NVIDIA RX4060, KEYBOARD MOUSE. (NVR-T-1-MWS-V2 updated with WS-TL-1-MWS-V4) <i>(*Customer to use existing monitor or provide new recommended 4K monitor)</i>	
	1	Recording Server – I-PRO ST1, SINGLE INTEL 6-CORE CPU PROCESSOR, 16GB RAM, WINDOWS 11 PRO.OS ON 1TB HDD, STORAGE 16TB (NO RAID), KEYBOARD MOUSE. NO RAILS, NO OPTICAL DRIVE. 3 YEAR LIMITED HARDWARE WARRANTY +I-PRO SUPPORT. (NVR-T-1-16TB-V2 updated with NVR-SFL-1-16TB-V4)	
	1	16 Port POE Switch (POESW16)	
	1	Plug-in 12V DC Power Supply	
		Interview Recording Rooms Replacement Field Hardware:	
Interview Room, Juvenile, Holding	3	5MP Indoor Vandal Dome IP Camera H.265 W/IR (WV-S2250L updated w/ WV-S22500-V3L)	
	3	Omni-Directional Low Impedance Microphone (BVS151004)	
	3	Push Button [DP], Alternate, Single Gang, Green Illuminated Halo (PB4LA-2)	
		Building Surveillance Replacement Field Hardware:	
Main Lobby	1	1080P H.265 Indoor Camera with IR and Built-in Mic (WV-S3131L)	
Other Interior Locations	6	4MP Indoor Dome Network Camera, H.265, V/F lens with IR-LED (WV-U2142L updated with WV-U2142LA)	
Exterior Parking (*OR Ally, TBC by customer)	1	5MP Outdoor Vandal Dome Camera H.265 with IR (WV-S2550L updated with WV-S25500-V3LN)	
	1	Wall Mount and Shroud for Outdoor Vandal Camera (PWM485W)	
		Video Surveillance System Additions:	
Exterior Corner (Bank & Platt)	1	3X4K(25MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE (270 DEGREE) CAMERA WITH AI ENGINE. H.265/H.264/MJPEG. 3.1MM FIXED LENS. 3840X2160PIXEL UP TO 15FPS. IR LED, IP66, IP67, IK10, WHITE COLOR	
	1	WALL MOUNT FOR OUTDOOR VANDAL DOME CAMERA WHITE (WV-S8573L)	
	1	SHROUD BRACKET (ANSI Female Thread), WHITE (WV-QSR503F1-W)	
	1	Corner Mount Adaptor (PACA4)	
Back Side of Building Viewing toward Parking and Building Entry and Ally	1	Multi-directional dual sensor (180 degree) camera 2 x 4K IR Outdoor Multi-directional Network Camera with AI Engine (WV-S85702-F3L)	
	1	Shroud Bracket for Dual Sensor (WV-QSR507F1-W)	
	1	Wall Mount, White (PWM40W updated with PWM40AW)	

Equipment Total: \$ 21,404.97

Implementation Materials: \$ 2,429.00

Professional Implementation Services: \$ 15,456.00

Village of Albion Video Interview & Surveillance System Upgrade Sub-Total: \$ 39,289.97

Customer Courtesy Competitive Discount Valid on Order Placed by 7/31/24: \$ - 3,000.00

Server Storage Free 4TB Upgrade, Valid with Purchase by 7/31/24: \$ 0.00

20TB server to be provided instead of 16TB server

Sub-Total Ordered by 7/31/24 with Discount: \$ 36,289.97

Optional Annual Maintenance Agreement, Add: \$ + 2,760.00

Grand Total with Discount and Maintenance Agreement: \$ 39,049.97



PROJECT STATEMENT OF WORK

Field Wiring, Cabling, Materials and Equipment:

- New cabling to be provided and installed by LINSTAR point to point from head end control to field devices.
- Some existing low voltage cabling conduit, wire mold and installation materials may be reused (for buttons and microphones) if in good working condition and meeting manufacturer's specifications for equipment proposed and installed meeting all national and local electrical and building codes.

Field Devices:

- LINSTAR to provide, install, aim and test hardware proposed above.

Head-End Control:

- LINSTAR will provide and install all head-end control equipment provided in the equipment list above.
- LINSTAR to program proposed hardware into Video Insight software included.
- Existing monitor(s) to be reused and assumed functional.

Customer Responsibilities:

- Customer is responsible for providing all 110VAC power requirements at all head-end locations.
- Customer is responsible for providing all required network connectivity to their existing network.

Training:

- LINSTAR will provide the basic allotted training module with this implementation that will be performed in one contiguous session to be performed at Customers location following implementation.

Hours of Work and Site Access:

- This proposal is based upon the assumption that all work will be performed during normal business hours, 8AM – 5PM Monday – Friday. Requirements for work outside of these hours may result in a change order for additional labor fees
- This proposal assumes free access to all work sites during normal business hours as well as a secured on-site storage location for required equipment and materials.

Progress Billings:

- LINSTAR's payment terms are NET 30 days from the date of mailing of the invoice.
- Equipment balance due upon delivery to customer site.
- Upon completion and signing of LINSTAR's Certificate of Final Acceptance, a final invoice for the remainder of the project will be submitted to the customer for final payment.

System Warranty/Optional Annual Maintenance Agreement:

- This proposal includes a 90-day warranty on all labor and materials contained within the Bill of Materials against defects in manufacture or workmanship.
- * ***This warranty excludes all components provided or installed by others. Warranty is limited to LINSTAR provided components only.***
- In the event of a request for service, LINSTAR will dispatch a factory authorized representative to diagnose the issue. Any problem found to be directly pertaining to any third-party hardware or any customer-provided labor will result in an invoice being submitted to customer for Time and Materials, based upon LINSTAR's current service rates.
- Optional Annual Maintenance Agreement, includes one year – after 90 day on-site warranty – includes remote and on-site support, replacement parts, labor and travel for hardware above. Third party provided or existing hardware or cabling excluded.

Existing or Third-Party Supplied Equipment:

- For any existing, customer or Third-Party supplied equipment, materials or labor, LINSTAR assumes no responsibility for functionality or performance. These devices, equipment, materials and labor are excluded from any LINSTAR real or implied warranty. LINSTAR's sole liability is limited to any integration and commissioning services outlined above with regard to these services. Any warranty or service contract calls placed for these components which result in a direct finding that these components are found to be defective or improperly installed will result in additional labor, travel and equipment charges billed at a time and materials rate concurrent with the current NYS-OGS published rates.



Existing Facility or Field Conditions:

- During the initial Site survey or review of bid, an effort was made to verify actual field construction with regards to facility walls, ceiling, access points, Hazardous Materials (asbestos etc) considerations, power, wire routing, lighting, and other actual conditions.
- * *In the event that any actual field conditions vary from initially proposed conditions with regards to labor, materials or equipment, a field change order will be prepared and delivered to the customer for discussion and approval of the changes prior to proceeding with any additional work.*
- * *It is assumed no cameras are mounted higher than 15' from ground and a lift is not required, if so customer to provide lift.*

Third-Party Delays:

- The pricing brought forth in this proposal is based upon a contiguous implementation guideline and is subject to additional changes due to project delays caused by circumstances outside of LINSTAR's control such as third-party delays with regards to equipment delivery, third-party labor delays or third-party facility construction delays.

I have read and accept this entire proposal, pricing structure, implementation timeline and scope of work, including customer and any third-party responsibilities for delivery.

I am authorized to approve and sign for the proposed project, pricing at and scope listed above totaling \$ _____

Customer Signature

Date

Print Name

Title

Notes/Terms:
NY State Contract #PT68825 Group 77201 Solicitation #23150
LINSTAR, A Division of IdentiSys, Inc.
Licensed by the NY State Department of State #12000071720
Shipping: FOB shipping point and prepaid
Payment: Net 30 days
Equipment balance due upon delivery, remaining balance due upon completion.
Prices valid for 30 days
Date: July 2, 2024



Chimera Integrations, LLC
6437 Collamer Rd
E. Syracuse, NY 13057
+1 (315) 849-2080
NYS License # 12000058478
chimeraintegrations.com



CHIMERA
INTEGRATIONS

Albion Police Dept.

Avigilon Camera System

- (1) Avigilon 30 Megapixel (4 x 5 MP) Multi-Sensor Camera w. Analytics
 - Corner Mounted
 - Infrared Illuminator
- (7) Avigilon 3 Megapixel H6 Mini Dome Cameras
- (3) Avigilon 3 Megapixel H6 Bullet Cameras
- (2) Avigilon 5 Megapixel H6 Bullet Cameras
- (1) Avigilon 16 Port PoE, 12 Terabyte Network Video Recorder
- (13) Avigilon Standard Licenses
- (1) Cabling, Installation, and Programming

Total Cost: \$31,500.00
Plus applicable tax

EXCEPTIONS & CLARIFICATIONS

This Proposal and all accompanying materials, and the information, designs, concepts and ideas represented herein, are the exclusive and confidential intellectual property of Chimera Integration, LLC and may not be disclosed, disseminated, reproduced or copied in any manner without the express written authorization of Chimera Integration, LLC. These are then presented to the Client with the understanding that the Client shall retain this information in strict confidence to be treated accordingly. The proposal and all associated materials, drawings and documents must be returned promptly upon demand.

Payment Terms - 50% down payment is due with order. Remaining balance will be progress billed for Equipment delivered and Labor expended. All progress invoices are due Net 30.

Design Proposals are valid for 30 days. Substituted items will be of equal or greater value and will meet or exceed original parts specifications.

Chimera Integration, LLC provides this design "as-is" and should any project document or site abnormalities exist, we will advise the Client regarding the details and recommended, or necessary design cost adjustments.

Chimera Integration, LLC will be entitled to equitable adjustment and to bill separately for documented hours, and/or appropriate expenses, when Chimera Integration, LLC is unable to perform work due to delays caused by others.

Chimera Integration, LLC Project Schedule Planning and duration assumes installation commencement is dependent upon manufacturer product delivery, site preparation, Client's Authorization-to-Proceed documentation, Client availability, and current schedule conditions.

The Client and Chimera Integration, LLC agree no other work stated outside the attached Scope of Work, whether expressed or implied, will be valid unless in writing and approved by both parties.

All work performed under this agreement shall be performed during normal business hours (8am to 4:30pm Monday - Friday, excluding holidays) unless otherwise specified in this proposal.

Notwithstanding any provision in this Agreement to the contrary, neither party shall be liable to the other for any delay in performance under the terms of this Agreement by reason of force majeure, including, by way of example only, but expressly not limited to acts of terrorism, war, strike, riot, crime or act of God (e.g., inclement weather, hurricane, tornado, flooding, earthquake, severe snowstorms and the like), labor shortages, strikes, unavailability of parts or materials and other reasons beyond a party's control.

TERMS & CONDITIONS

Hard Copy Purchase Order – A valid purchase order document must be provided if required by Client's organization for remittance of vendor payments. Purchase order documents will be accepted by Mail or E-mail.

Sales Tax - Applicable Sales Tax is additional and shall remain due unless a valid Tax Exempt document is provided with the purchase order. All pricing is exclusive of permits, fees, and governmental charges unless otherwise noted.

Accepted Payment Method - Check, Visa, MasterCard or American Express

Freight - F.O.B. Destination, Freight Prepaid and Charged Back

WARRANTY

Chimera Integrations, LLC certifies all equipment furnished by Chimera Integrations, LLC shall carry the manufacturer's warranty on parts from the date of purchase; and further guarantees to furnish labor and qualified service personnel during normal business hours (8am to 4:30pm Monday - Friday, excluding holidays) to the installation site for a period of one year from the date of installation to repair or replace defective items installed by Chimera Integrations, LLC exclusively.

STATEMENT OF LIMITED LIABILITY

Chimera Integration, LLC warrants to the Client that the Materials, Analysis, and Services to be delivered or rendered hereunder, will be of the kind and quality designated and will be noted in the attached project Scope of Work, Project Detail, and Exceptions and Clarifications as an accepted exhibit and executed by both Client and Chimera Integration, LLC. Chimera Integration, LLC makes no other warranties, whether written, oral, or implied, including without limitation, warranty of fitness for a particular purpose or merchantability. In no event shall

Chimera Integration, LLC be liable for special or consequential damages, including but not limited to, loss of profits, revenue, data, or use by Client or any third party, regardless of whether a claim or action is asserted in contract or tort, whether or not the possibility of such damages has been disclosed to Chimera Integration, LLC in advance or could have been reasonably foreseen by Chimera Integration, LLC and in effect this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Chimera Integration, LLC shall be limited to \$1,500.00 as liquidated damages.

SUBJECT TO TERMS AND CONDITIONS OF THIS AGREEMENT THE CLIENT ACKNOWLEDGES HAVING READ THIS AGREEMENT AND UNDERSTANDING ALL PARAGRAPHS ARE PART THEREOF AND AGREES THERETO.

QUOTE NUMBER: S161124CW
DATE SUBMITTED: 06/11/2024
BY: Casey White

ACCEPTED DATE:

ACCEPTED BY: (Print Name)

SIGNATURE:



SECURE • PROACTIVE • PROTECTED

May

CALL TYPE / DESCRIPTION	TOTAL # OF CALLS
911 HANG UP	3
ACCIDENT CAR DEER	2
ACCIDENT HIT AND RUN	3
ACCIDENT PEDESTRIAN STRUCK	0
ACCIDENT PERSONAL INJURY	0
ACCIDENT VEHICLE PROPERTY DAMAGE ONLY	5
ALARM- AUDIBLE	0
ALARM- BURGLAR	11
ALARM- FIRE	0
ALARM- HOLD UP	2
ALARM- OTHER	1
ALCOHOL VIOLATIONS	0
ANIMAL CALL PD	9
ANIMAL DOG BITE	0
ANIMAL LOOSE	1
ANIMAL MISSING DOG OR CAT	0
ANIMAL RACCOON CALL	2
ANIMAL STRAY DOG OR CAT	1
ANIMAL STRUCK	0
APPEARANCE TICKET SERVED	0
ARREST	4
ARSON	0
ASSAULT	0
ASSIST AMBULANCE	64
ASSIST BOATER	0
ASSIST FIRE DEPT	19
ASSIST MOTORIST	2
ASSIST OTHER	7
ASSIST OTHER POLICE	13
ASSIST PERSONS	2
ATTEMPT TO LOCATE	0
ATV DIRT BIKE COMPLAINT	0
BAD CHECK	0
BANK ESCORT	0
BARKING DOG	2
BREATHALYZER TEST	1
BUILDING CHECKS	0
BURGLARY	3
BURGLARY ATTEMPTED	0
CHECK WELFARE OF PERSON	15
CHILDREN-OFFENSES AGAINST	0
CHILD SAFETY SEAT INSPECTION	1
CIVIL PROBLEM	0

June 2024

COMMUNITY SERVICE	10
COUNTERFEITING	0
CRIMINAL CONTEMPT	0
CRIMINAL MISCHIEF	5
CUSTODY PROBLEM	1
CUSTOMER PROBLEM	5
CUSTODY STANDBY	0
DETAIL	11
DISABLED VEHICLE	3
DISORDERLY CONDUCT	2
DISTURBANCE OTHER	40
DOG BITE	0
DOMESTIC	7
DROWNING	0
DRUG COMPLAINT	8
DUMPING COMPLAINT	0
DWI ARREST	3
DISPATCH ERROR CARD	2
ENCON COMPLAINT	0
ENDANGERING THE WELFARE OF CHILD	0
ESCORT MISCELLANEOUS	0
FALSELY REPORTING INCIDENT	0
FAMILY TROUBLE	1
FIGHT	6
FIRE REPORT	0
FIREWORKS COMPLAINT	3
FOOT PATROL	2
FORGERY	0
FRAUD	2
FUNERAL ESCORT	1
GUNSHOTS HEARD	0
HARASSMENT	10
HARASSMENT-AGGRAVATED	2
HAZARDOUS CONDITION	2
INFORMATION	14
INTOXICATED PERSON	1
SICK OR INTOXICATED DRIVER REPORT	1
INVESTIGATION	2
INVESTIGATOR RESPONSE	0
JUVENILE PROBLEM	21
K-9 USED	0
LANDLORD TENANT PROBLEM	2
LARCENY ATTEMPTED	0
LARCENY GRAND	2
LARCENY PETIT	9
LAW ENFORCEMENT CONTACT	0
LICENSE PLATES LOST OR STOLEN	2

June 2024

LIFTING ASSISTANCE	1
LOITERING	0
LOUD MUSIC / NOISE	8
MENACING	0
MENTAL HEALTH ARREST	2
MENTAL HEALTH PROBLEM	1
MISSING PERSON	4
MISSING PERSON LOCATED	2
NEIGHBOR PROBLEM	6
NOTIFY	0
ODOR COMPLAINT	0
OPEN BURN	0
OPEN CONTAINER	0
OPEN DOOR / WINDOW	1
OTHER MISCELLANEOUS	0
OVERDOSE	1
OVERDUE MOTORIST	0
PAPERS SERVED / ATTEMPTED	0
PARKING PROBLEM	5
POSSESSION OF STOLEN PROPERTY	0
PROPERTY CHECK	62
PROPERTY DAMAGE	2
PROPERTY DISPUTE	0
PROPERTY FOUND	4
PROPERTY LOST	2
PROPERTY OTHER	0
PROPERTY RECOVERED	0
PROPERTY RELEASED	2
POSSESSION OF STOLEN PROPERTY	0
PROPERTY STANDBY	3
PROPERTY SURRENDER	0
PROSTITUTION	0
PUBLIC LEWDNESS	0
RAPE	0
RAPE ATTEMPTED	0
RECKLESS DRIVING	7
REPOSSESSED VEHICLE	0
REQUEST FOR OFFICER	49
ROAD RAGE	0
ROBBERY	0
ROBBERY ATTEMPTED	0
SEX OFFENDER ADDRESS VERIFICATION	0
SEX OFFENDER CHANGE OF ADDRESS	1
SEXUAL OFFENDER PHOTO UPDATE	0
SEXUAL ABUSE	0
SHOOTING	0
SHOPLIFTING	3

June 2024

SHOTS FIRED	0
SPECIAL ATTENTION	23
SRT RESPONSE	0
STABBING	0
STALKING	0
STOLEN VEHICLE	1
STOLEN VEHICLE RECOVERED	0
SUBPOENA SERVED	0
SUICIDE OR ATTEMPT	2
SUICIDE THREATENED	1
SUSPICIOUS CONDITION	7
SUSPICIOUS PERSON	18
SUSPICIOUS VEHICLE	8
TOW REQUEST V/T CHARGES	0
TRAFFIC CONTROL	3
TRAFFIC STOP	38
TRANSPORT JUVENILE	0
TRESPASSING	2
UNATTENDED DEATH	1
UNDERAGE DRINKING	0
UNKNOWN PROBLEM	2
UNLICENSED OPERATION OF M/V	0
UNREGISTERED M/V	0
UNWANTED PERSON	4
UUMV	0
VEHICLE AND TRAFFIC ARREST	6
VEHICLE LOCKOUT	10
VEHICLE OFF ROAD	0
VEHICLE PURSUIT	0
VIN VERIFICATION	0
VIOLATION OF ORDER OF PROTECTION	1
VIOLATION OF VILLAGE ORDINANCE	0
WARRANT ATTEMPT	1
WARRANT ENTRY	0
WARRANT EXECUTED	8
WARRANT OTHER	0
WARRANT SEARCH	1
TOTAL # OF CALLS HANDLED	647

Month	Call #	Net Change	Parking Tickets	UTT's
January	726	212	13	13
February	542	-184	22	22
March	538	-4	10	10
April	586	48	0	0
May	595	9	0	0
June	647	52	1	1
July				
August				
September				
October				
November				
December				
Year to Date	3634		46	46

Incidents	Year to Date	Last Month	This Month	Net Change
26	3634	595	647	52
40				
49				
59				
31				
40				

Parking Tickets	Year to Date	Last Month	This Month	Net Change
45	45	0	1	1
0				
1				
1				
1				
1				

UTT's	Year to Date	Last Month	This Month	Net Change
245	245	31	40	9
46				
46				
46				
46				
46				

CALLS PER YEAR	< OR > PREVIOUS YEAR	CHANGE SINCE 2018
2018	4952	-92
2019	4860	-477
2020	4475	-57
2021	4895	632
2022	5584	667
2023	5619	
2024		