

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), dated as of 2/01/2023 (the “**Effective Date**”), is by and between Vetted Security Solutions LLC, a Florida limited liability company, with offices located at 4185 35th St N, St. Petersburg, FL 33714 (“**Service Provider**”) and Town of Lake Park, with offices located at 535 Park Avenue, Lake Park, FL 33403 (“**Customer**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide certain management, maintenance, and repair services in connection with public safety equipment devices, and systems designed for public protection; and

WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services (the “**Services**”) set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a “**Statement of Work**”) and the remote support services as set forth in the Service Level Agreement attached hereto as Exhibit C, as may be amended from time to time. The initial accepted Statement of Work is attached hereto as Exhibit A.

2. Service Provider Obligations. Service Provider shall:

2.1 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.

2.2 During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000. Upon Customer’s request, Service Provider shall provide Customer with a certificate of insurance from Service Provider’s insurer evidencing the insurance coverage specified in this Agreement and naming the Customer as an additional insured.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

Customer Initials

Service Provider Initials

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including, without limitation, ensuring that Customer's premises and equipment have access to electrical power and obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

3.5 Coordinate with Service Provider to provide Maintenance of Traffic Services ("MOT") in the form of a marked service vehicle, as requested by Service Provider or as required to enable Service Provider to safely provide requested Services.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider, the purchase of any Hardware (as defined below), and the rights granted to Customer under this Agreement, Customer shall select an option by checking the appropriate box below, and pay fees and costs in accordance with the selected option:

OPTION A: Project Fee (Only for Equipment Less Than 5 Years Old From Installation Date)

(a) a fee of \$8,464.29; plus

(b) the cost of any new or used replacement parts, hardware, or equipment ("**Hardware**") installed by the Service Provider for the Customer at such price set out in the Service Provider's then current pricing schedule and as outlined in paragraphs 4.2 through 4.6; plus

(c) in the event Service Provider is unable to perform Services at Customer's work site due to Customer's breach of an obligation set forth in Section 3 hereof, including, without limitation, by reason of Customer's failure to provide MOT at the work site, or ensure electric power line is operational, or if Service Provider is unable to access the work site location or equipment, including due to password protection or access not granted to Service Provider, an additional fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services on such service call, including travel time to and from such work site shall be charged to Customer.

Customer Initials

Service Provider Initials

OPTION B: Hourly Fee and/or For Equipment Older Than 5 Years Not Covered Under Option A

(a) a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services hereunder, including travel time to and from the work site, time spent providing Services, including manufacturer or Service Provider warranty servicing; provided, a minimum of four (4) hours shall be charged per Service Provider employee and/or agent for each service call or visit to a Customer work site; plus

(b) a fee of \$85 per hour for each hour devoted by an employee or agent of the Service Provider to provide remote support services to the Customer under the SLA; plus

(c) the cost of any new or used replacement parts, hardware, or equipment (“**Hardware**”) installed by the Service Provider for the Customer at such price set out in the Service Provider’s then current pricing schedule, attached as Exhibit B, as may be amended from time to time, and as may be adjusted by the Market Pricing Adjustment (defined below).

Payment to Service Provider of such fees and the cost or reimbursement for the cost of Hardware pursuant to this Section 4 shall constitute payment in full for the performance of the Services, Hardware, and services under the SLA. Unless otherwise provided in the applicable Statement of Work, said fee and costs will be payable within 30 days of receipt by the Customer of an invoice from Service Provider but in no event more than 60 days after completion of the Services performed pursuant to the applicable Statement of Work.

4.2 Except with respect to any pre-approved purchases pursuant to Section 4.3 or as otherwise set forth in the Statement of Work, the installation of Hardware having a price per item more than \$500.00 shall be billed against Blanket PO referenced below in 4.3. Equipment with a per item price of less than \$500 is pre-approved under this service agreement.

4.3 Customer shall issue to Service Provider a blanket PO in the aggregate amount of \$10,000.00 (the “**Blanket PO**”) to be applied to the cost of any Hardware exceeding \$500 installed during the term of this Agreement. Equipment under \$500 is not deducted from Blanket PO total and will be invoiced post equipment repair. Equipment exceeding a per item cost in excess of \$500 is outlined in Exhibit B and subject to increases referenced below (4.4).

4.4 Customer hereby pre-approves the purchase and cost of all hardware installed under such Blanket PO. Any remaining amount on the Blanket PO as of the end of the term of this Agreement shall be canceled / credited back to agency. Should the Blanket PO be fully utilized during the term of this agreement, the parties will agree to a new Blanket PO for such hardware cost, this newly executed Blanket PO will be added as an addendum to this Service Agreement.

Customer Initials

Service Provider Initials

4.5 The Parties acknowledge and agree that the manufactures' pricing for Hardware may fluctuate due to industry and market conditions after the date of this Agreement. Accordingly, the Service Provider reserves the right, in its discretion, to increase the Hardware prices set forth in the then applicable pricing schedule, attached as Exhibit B, as may be amended from time to time, by up to five percent (5%) per item without prior written notice to the Customer (the "**Market Pricing Adjustment**"). In addition, the Service Provider may, in its discretion, upon an increase in manufacturer Hardware prices, modify the Hardware pricing schedule and Exhibit B hereto upon five (5) days' prior written notice to the Customer.

4.6 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Customer shall provide a copy of its sales tax exemption certificate upon execution of this contract, if applicable.

4.7 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5. Limited Warranty and Limitation of Liability.

5.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Service Provider hereby warrants to Customer that new hardware installed by Service Provider during the term of this Agreement will be fit for its particular use for a period consistent with the new manufacturer's warranty (the "**Hardware Limited Warranty**"). Service Provider's SOLE OBLIGATION and Customer's SOLE REMEDY in the event of a defect covered by this Hardware Limited Warranty will be for Service Provider to replace the defective Hardware; provided, however, the

Customer Initials

Service Provider Initials

service cost of installation for such replacement Hardware shall constitute Services and subject to [the hourly fee set forth in Section 4.1(a)] **OR** [a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to install the replacement Hardware].

5.3 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.2.

(b) In the event the Agreement is terminated pursuant to Section 5.3(a) above, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Customer.

5.4 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 OR SECTION 5.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

7. Audit Right and Retention of Records. Customer shall have the right to audit the books, records, and accounts of Service Provider and its subcontractors that are related to the Services. Service Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services. All books, records, and accounts of Service Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form

Customer Initials

Service Provider Initials

within a reasonable time, and upon request to do so, Service Provider or its subcontractor, as applicable, shall make same available at no cost to Customer in written form.

Service Provider and its subcontractors shall preserve and make available, at reasonable times for examination and audit by Customer, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Customer to be applicable to Service Provider's and its subcontractors' records, Service Provider and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Service Provider or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry.

Service Provider shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT _____.

8. Public Entity Crime Act.

Service Provider represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on purchases of real property to Customer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement and may result in debarment from Customer's competitive procurement activities.

In addition to the foregoing, Service Provider further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

Customer Initials

Service Provider Initials

defined as a "public entity crime" regardless of the amount of money involved or whether Service Provider has been placed on the convicted vendor list.

9. Term, Termination, and Survival.

9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of eight (8) months (02/01/2023 – 09/30/2023), unless sooner terminated pursuant to Section 9.2 or Section 9.3.

9.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 60 days after Customer's receipt of written notice of nonpayment; or (b) more than 2 time[s] in any 3 month period.

9.4 The rights and obligations of the Parties set forth in this Section 8.4 and in Section 6, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

Customer Initials

Service Provider Initials

10. Limitation of Liability.

10.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work or other Exhibit hereto, the terms and conditions of the Statement of Work or other Exhibit shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Customer:

535 Park Avenue, Lake Park, FL 33403

Attention: _____

Notice to Service Provider:

4185 35th St N, St. Petersburg, FL 33714

Attention: Ryan Barnett

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, the Parties shall negotiate

Customer Initials

Service Provider Initials

in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction. Any action, litigation, suit or proceeding

Customer Initials

Service Provider Initials

arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought solely in federal or state courts of competent jurisdiction in the courts of the State of Florida located in Hillsborough County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, litigation, suit or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action, litigation, suit or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane or tropical storm, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances.

The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 10 consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon 5 days' written notice.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Town of Lake Park

By _____

Name:

Title:

Vetted Security Solutions LLC

By _____

Name:

Title:

EXHIBITS

EXHIBIT A

STATEMENT OF WORK

Service Provider agrees to provide Repair Services (“Services”) including but not limited to the repair or replacement of security cameras, license plate readers, and equipment as outlined below on an as-needed basis. Service Provider warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry.

I. Equipment Covered:

Intersections and Trailers	# of cameras
Site 2	2
Site 3	2
Site 10	2
Site 9	1
Site 7	1
5 Intersections	8 Cameras

EXHIBIT B

SAMPLE PRICE LIST OF REPAIR COMPONENTS FOR SPEED / MESSAGE TRAILERS

Vetted Security Solutions		
Electronics	Price	Part
Tycon	\$299.48	N/A
PEPWAVE	\$518.53	N/A
FIXED LPR PC	\$1,604.27	N/A
Power Supply	\$104.93	N/A
Cable Pull	\$150.00	N/A
5 Port PoE Gigabit	\$637.50	N/A
5 Port PoE Non-Gigabit	\$435.12	N/A
8 Port PoE Gigabit	\$266.67	N/A
8 Port PoE Non-Gigabit	\$186.67	N/A
65-Watt Antaira	\$291.67	N/A
Fixed LPR replacement	\$6495.00	N/A
WANCO		
ICC Touchscreen Controller for Creating Messages for Trailers without Traffic Data Classifier	\$765	216613-C1
Extreme Speed Red and Blue Flashing Strobes or White Flashing Strobes (Inside the Display)	\$270	203679
Wanco Premium Traffic Data Classifier System (Side Fire Radar-based, Nonintrusive) with Wanco Traffic Analyzer Software	\$5,350	N/A
ICC Message Sign Touch Screen Controller for Creating Custom Messages		
Includes: 170W Solar Array, Security Battery Box with Puck Locks with Two 12V 4D AGM Batteries and 45 Amp Battery Charger		
Digital 4G Cellular RV50X Modem with GPS (Specify Verizon®, AT&T®, Sprint® or other) (Cellular Data Plan Not Included)		
Wanco Traffic Data Classifier System (Side Fire Radar-based, Nonintrusive) with Wanco	\$3,070	N/A
Traffic Analyzer Software (Local USB Download Only)		

ICC Message Sign Touch Screen Controller for Creating Custom Messages		
Includes: 130W Solar Array, Wanco Standard Battery Box with Two 12V 4D AGM Batteries and 45 Amp Battery Charger		
Communications		
Digital 4G/ 5G Firstnet Modem with GPS	\$560	223881
(Specify AT&T®, Sprint® or Verizon, Service Not Included), 1 Year Warranty		
Trailer		
Anti-theft Axle-lock Bar	\$110	104098-52.000
30" x 36" Regulatory Speed Limit Sign with Changeable Speed Limit Numbers	\$160	208788
Lunette Ring for 2.5-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)	\$115	101978-001
Lunette Ring for 3-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)	\$245	104807-001
Combo-hitch for 2.5-inch Pintle Hitch and 2-inch Ball Hitch (Replaces Standard 2" Ball Hitch)	\$315	103412-001
7 Pin Trailer Wiring Adapter (RV style)	\$65	106371
7 Pin Trailer Wiring Harness (Cable with SAE Round Pin Connector) with 4 Tail Lights	\$320	N/A
Pro Series Round, Snap-Ring Swivel Jack - Weld On - Sidewind - 10" Lift - 2,000 lbs	\$199	N/A
Round Steel Full Wheel Fenders Bolted to the Trailer Frame	\$385	N/A
Solar		
85-watt Solar Panel (Replaces Standard 65W Solar Panel, 31% Increase)	\$195	205263
130-watt Solar Panel (Replaces Standard 65W Solar Panel, 100% Increase)	\$605	202493
170-watt Solar Panel (Replaces Standard 65W Solar Panel, 160% Increase)	\$1,000	215791-C1
200-watt Solar Panel (Replaces Standard 65W Solar Panel, 208% Increase)	\$1,300	202498
Batteries		

Wanco Standard Battery Box	\$470	218753-C1
(Four – 6VDC Flooded Batteries - 400 Ah total capacity) (15-amp Battery Charger)		
Wanco Standard Battery Box	\$370	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Lock	\$670	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$1,470	218764-C1
(Two – 12VDC AGM Batteries - 400 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$2,570	215919-C1
(Three – 12VDC AGM Batteries - 600 Ah total capacity) (45-amp Battery Charger)		
Custom Color		
Custom Color Scheme – Electrostatic Powder Coat, Approved Color Chip Required	\$930	N/A

EXHIBIT C

SERVICE LEVEL AGREEMENT

AGREEMENT OVERVIEW

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the services that you have requested us to provide. All other support services are documented in the Support Call Process.

DURING THE SERVICE / WARRANTY PERIOD

- a.** Vetted Security Solutions provides phone support Monday through Friday 8-5 eastern time support line available at 727-440-3245, excluding legal holidays. A 24-hour support ticket system is available at <https://vettedsecuritysolutions.com/support/> and allows users to create a ticket automatically which will send you an email you're your ticket number allowing you to track the status of your issue and view tech responses.
- b.** Vetted Security Solutions will diagnose the issue and provide analysis of cause of issue within a 72-hour period of being notified of issue by either 24-hour support ticket system or agency personnel.
- c.** Vetted Security Solutions will assure that repairs are completed within specifications with OEM parts or current market equivalent.
- d.** This warranty does not cover vandalism or units that have been physically damaged in any way or that have been through a force majeure event.