

AGREEMENT

This AGREEMENT is made and entered into the 13th day of March 2024 by and between JSB Surveillance, L.L.C., A Minnesota Limited Liability Company ("JSB Surveillance") and The City of Spring Lake Park.

JSB Surveillance has its principal place of business at 11571 Cedar Pass, Minnetonka MN 55305 and is in the business of selling and installing security equipment. The parties desire for JSB Surveillance to sell and install one (1) Camera Surveillance System, one (1) Door Access System, and for JSB Surveillance to maintain the Surveillance System. The installation will take place The City of Spring Lake Park City Hall located at 1301 81st Ave Ne Spring Lake Park, MN 55432.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. JSB Surveillance agrees to sell and The City of Spring Lake Park agrees to buy, one video surveillance system, consisting of one (1) Video Recorder and Twenty-Three (23) Security Cameras. JSB Surveillance agrees to sell and The City of Spring Lake Park agrees to buy, one (1) Door Access system consisting of (24) Access Controlled Door Locations. JSB Surveillance agrees to install the above hardware for use by The City of Spring Lake Park on or before June 28th 2024.

2. ROUTINE SERVICE

JSB Surveillance agrees to provide, and The City of Spring Lake Park agrees to accept a routine service check of the surveillance system on Friday September 27th 2024 and the Third Friday every 3rd month thereafter for as long as The City of Spring Lake Park uses the camera surveillance system. The routine service check includes camera system updates, software updates, software maintenance, camera firmware updates (for IP cameras), hard drive maintenance, and any other services JSB Surveillance deems necessary to keep the surveillance system in good working order. Routine Service may be performed remotely via remote control software.

3. TECHNICAL SUPPORT

For the first year following installation, JSB Surveillance will provide phone technical support Monday through Friday, 8 a.m. - 5 p.m. CST for any camera or door access system related issues at no charge. Phone technical support after the first year will be charged to The City of Spring Lake Park at \$120.00 per hour. Minimum Charge is 15 minutes or \$30.00.

4. COMPENSATION

As full compensation for all goods provided and services to be rendered hereunder, The City of Spring Lake Park will pay JSB Surveillance the following amounts:

(a) The City of Spring Lake Park agrees to pay JSB Surveillance a total of \$78,498.00 follows:

- a. The City of Spring Lake Park agrees to pay JSB Surveillance \$39,249.00 prior to installation
- b. The City of Spring Lake Park agrees to pay JSB Surveillance \$39,249.00 following installation – net 14 days after the project completion.

(b) The City of Spring Lake Park agrees to pay JSB Surveillance \$295.00 for its labor for each routine service check on the date each routine service check is performed.

(c) The City of Spring Lake Park agrees to pay JSB Surveillance \$130.00 per hour + Service Charge for each hour JSB Surveillance works in response to a call for services after one year from the date of installation.

(d) During the course of any routine or service check, JSB Surveillance may determine a need for new software, software updates, and new or replacement hardware. If such a determination is made, JSB Surveillance shall notify The City of Spring Lake Park of such need and the cost thereof, subject to the warranty set forth in paragraph four of this agreement. JSB Surveillance and The City of Spring Lake Park shall agree upon the scope of equipment and services to be provided and price therefore, and The City of Spring Lake Park shall give written authorization to JSB Surveillance to provide and install the equipment and to render the required services. At the time JSB Surveillance completes the installation of the equipment and provides the required services, The City of Spring Lake Park shall pay JSB Surveillance the price that the parties agreed upon.

5. WARRANTY

- JSB Surveillance warrants all parts 1 year from the date that installation of the Surveillance and Door Access Systems are completed and will replace any defective camera/door access equipment and install replacement camera/door access parts at no charge for one year from the date that installation of the security systems are completed. This warranty will not cover any damage caused by lightning, water, intentional or accidental damage to the equipment resulting from operator usage, abuse, acts of God, terrorism, or service not provided by JSB Surveillance. After one year from the date that installation of the security systems are completed, The City of Spring Lake Park agrees to pay JSB Surveillance to replace any defective camera/door access parts, and JSB Surveillance agrees to install new parts for The City of Spring Lake Park at \$130.00 per hour for installation plus the cost of parts as provided in Paragraph 4(c) above. In the event the original equipment is discontinued or cannot be obtained in a timely manner for repair/replacement, JSB Surveillance reserves the right to substitute the equipment with alternatives that meet or exceed the performance specifications of the original.

This warranty does NOT cover any problem or issues related to the end user's computer, its Internet browser or customer's network, including DSL or cable modem and/or router or network/Internet connectivity.

6. TERMINATION

Either party may terminate this Agreement upon 30 days' advance written notice to the other. Notice shall be deemed given when sent by regular United States Mail, postage prepaid, to the address listed herein.

7. LIMITATION OF LIABILITY

- JSB Surveillance does not represent, warrant, or guarantee that the products and services it sells may not be compromised or circumvented; that the product will prevent any personal injury or property loss by burglary, robbery, fire or otherwise; or that the products or services will in all cases provide adequate warning or protection. The City of Spring Lake Park

("customer") understands that a properly installed and maintained video monitoring and door access systems may only reduce the risk of burglary or robbery, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result. CONSEQUENTLY, JSB SURVEILLANCE SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON A CLAIM THAT THE PRODUCTS OR SERVICES FAILED TO OPERATE OR GIVE WARNING.

- NEITHER JSB SURVEILLANCE NOR JSB SURVEILLANCE'S SUBCONTRACTOR, EMPLOYEES, OR AGENTS WILL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS OR OTHER PROCEEDING EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) INCLUDING LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR PERSONAL INJURY (INCLUDING DEATH) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, CUSTOMER USE OF JSB SURVEILLANCE'S EQUIPMENT, SERVICES OR INSTALLATION ACTIVITIES OR CUSTOMER RELIANCE ON ANY OTHER USE OF THE EQUIPMENT OR SERVICES.
- Any actions resulting from the breach of any warranty contained herein by JSB SURVEILLANCE must be commenced within ONE (1) year after the installation is completed. In no event shall JSB SURVEILLANCE'S total liability for any or all breaches of warranty exceed the actual amount of hardware and installation cost paid by the customer.
- JSB SURVEILLANCE assumes no liability for equipment malfunctions resulting from influences external to the equipment itself (e.g. faulty wiring, radio transmissions, lighting systems or the like).
- JSB Surveillance does NOT guarantee that cameras will capture license plate numbers. In no event shall JSB SURVEILLANCE be liable for cameras not capturing license plate numbers.
- DVRs\NVRs are only for the purpose of capturing and broadcasting images; NO other software or application may be installed by end user on the DVR\NVR.
- Securing the DVR\NVR, its content and/or securing remote access to DVR\NVR is the responsibility of each customer. Under no circumstance shall JSB SURVEILLANCE be responsible for any internal or external users accessing the DVR, manipulating its content, or hacking the system.
- JSB SURVEILLANCE will not be responsible for the loss of any information/video. In the event of any loss in connection with JSB Surveillance's equipment failure, JSB SURVEILLANCE'S sole remedy to the customer shall be the replacement of failed equipment.
- Remote monitoring software can only be viewed on a PC running Windows 10 Operation System and Latest MAC OS Operating Systems. Older versions of the Windows Operating System are not compatible with this surveillance software. Customers are responsible for obtaining a Windows Operating System that is compatible with the Surveillance Software.
- The operating temperature for the DVR is 40°F to 85°F. DVRs working outside of specified range may not work properly. DVR must be housed inside a climate-controlled environment. Failure to do so is considered abuse of the system and could void the warranty. JSB Surveillance does not assume any liability for customer's failure to house the DVR in the recommended environment.
- To ensure reliable connectivity, WE STRONGLY RECOMMEND CUSTOMER OBTAIN A STATIC IP ADDRESS FOR ITS BROADBAND CONNECTION. JSB SURVEILLANCE does not guarantee up time for customers with a dynamic IP address.
- JSB Surveillance is not responsible for existing faulty wiring/cabbling. Additional service charge may be required for projects that are reusing existing customer wiring/cabbling.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

JSB Surveillance, LLC

By: Don Benowitz

Title: Owner

Address: 11571 Cedar Road
Mission Viejo, CA 92690

The City of Spring Lake Park

By: _____

Title: _____

Address: _____