Ordinance No. 24 - 4470

ORDINANCE AUTHORIZING AND APPROVING AN ORDER AND QUOTE FROM MINUTEMAN SECURITY TECHNOLOGIES, INC. FOR THE PURCHASE OF NEW LICENSE PLATE READING SOFTWARE AND MOBILE EQUIPMENT FOR USE BY THE VILLAGE OF BARRINGTON POLICE DEPARTMENT

WHEREAS, the Corporate Authorities of the Village of Barrington (the "Village") have determined that it is in the best interests of the Village and its residents to update the Village's current license plate reading software and to enter into an agreement with Minuteman Security and Life Safety, 8200 W. 185th Street, Tinley Park, IL 60487 ("Minuteman") for the Village's purchase of updated municipal license plate reading software and the installation thereof in the respective vehicle(s) utilized by the Barrington Police Department as specified in the attached Quote No. 032144(v3) dated November 19, 2024; and

WHEREAS, the Village requested and received from Minuteman, the Minuteman Quote No. 032144(v3) dated November 19, 2024 which is in the total not-to-exceed amount of $38,120.00, and which includes the one-time charges for software and mobile equipment, installation of said software and equipment in one or more vehicle(s) utilized by the Barrington Police Department, an extended 4-year replacement warranty (i.e., $37,370.00), as well as payment of the annual fee for the first year ($750.00), which annual fee shall be a recurring fee for each contract year, and the related Agreement with Minuteman, which costs include licensing, subscriptions, and the implementation and installation of the respective software, mobile equipment, and related services, a copy of which Minuteman Quote No. 032144(v3) is attached hereto as part of Group Exhibit A and thereby made a part hereof:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, pursuant to the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities find that the facts set forth in the preamble to this Ordinance are true and correct and are hereby incorporated by reference as fully as if set forth herein.

SECTION 2: The Corporate Authorities of the Village do hereby approve the Minuteman Quote No. 032144(v3) dated November 19, 2024 in the total not-to-exceed amount of $38,120.00, which includes the one-time charges for software and mobile equipment, installation of said software and equipment in one or more vehicle(s) utilized by the Barrington Police Department, an extended 4-year replacement warranty (i.e., $37,370.00), as well as payment of the annual fee for the first year ($750.00), which annual fee shall be a recurring fee of $750.00 for each contract year, and the related Agreement with Minuteman, a copy of which Minuteman Quote No. 032144(v3) and Agreement is attached hereto as part of Group Exhibit A and thereby made a part hereof.

SECTION 3: The Village President, the Village Manager, or one of their designees, is hereby authorized on behalf of the Village to accept and execute the Minuteman Quote No. 032144(v3) dated November 19, 2024, and the Village Clerk is hereby authorized to attest thereto, and to deliver to Minuteman an executed copy of said Minuteman Quote No. 032144(v3) dated November 19, 2024 and the related executed Agreement as set forth therein, and any other documents necessary to implement the transaction with Minuteman contemplated herein by the Village and to do all things necessary and essential, including the execution and delivery of any other documents necessary or appropriate to implement the Minuteman Quote as herein authorized, and pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities also hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to the Minuteman Quote No. 032144(v3) dated November 19, 2024.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED THIS 16 DAY OF December, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Kondrasek, Moran, Duncan, Prigge and President Darch

NAYS: NONE

ABSENT: NONE

RECUSE: NONE

APPROVED THIS 16 DAY OF December, 2024

Karen Darch, Village President

ATTESTED AND FILED THIS
16 DAY OF December, 2024

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

Minuteman Quote No. 032144(v3) dated November 19, 2024 and Related Agreement

MINUTEMAN™
security & life safety

We have prepared a quote for you

Barrington PD-ADV for 1 new City Upgrade

Quote # 032144
Version 3

Prepared for:

Barrington Police Department

Mike Cholawo
itsupport@barrington-il.gov

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

MINUTEMAN™
security & life safety

Scope of Work

Scope:

Minuteman Security & Life Safety has been requested for a quote by the village of Barrington for (1) new to Z3 mobile LPR system. This is to replace an existing "Legacy" system

that needs to be removed from using the same vehicle and upgraded to a new Z3 system. Their system ID is System ID GSC-180829-103129.

MST would be upgrading (1) existing Genetec Sharp X City mobile LPR system that is aged and no longer supported by Genetec to a Z3 new system,

Per the village of Barrington NO laptop tablet or mounting hardware are needed as part of these upgrade

Minuteman assumes:

- Barrington PD will provide the SIM card for inside the vehicle.
- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Existing Devices:

- MST assumes the vehicle that will be used is in good running order and the vehicle battery also meets requirements to run the new Genetec mobile system.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

MINUTEMAN™
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Scope of Work

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

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Recurring Fee's

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Recurring Fee's					
Advantage Renewal for 1 AutoVu mobile system - 1Yr	$200.00	$200.00	1	$200.00	$200.00
Remote Support- 1 vehicle per year.	$550.00	$550.00	1	$550.00	$550.00

Annual Subtotal: **$750.00**

Subtotal: **$750.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
Field Devices			
AutoVu SharpZ3 850nm CITY KIT	$21,945.00	1	$21,945.00
Cabling & Misc.			
Misc Security Installation Materials	$75.00	1	$75.00
Shipping & Handling	$125.00	1	$125.00

Subtotal: **$22,145.00**

Labor

Description	Price	Qty	Ext. Price
Installation Services	**$4,452.00**	**1**	**$4,452.00**

Subtotal: **$4,452.00**

Optional Warranties

* Contains Optional Items

Description	Price	Qty	Ext. Price
Advanced swap upgrade	$558.60	1*	$558.60
Extended Advanced Replacement 4Y	$10,214.40	1*	$10,214.40

* Optional Subtotal: **$10,773.00**

8200 W. 185th St
Tinley Park , IL 60487
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331-3013302

MINUTEMAN™
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Barrington PD-ADV for 1 new City Upgrade

Prepared by:

Illinois

Artie Kennedy
akennedy@minutemanst.com

Prepared for:

Barrington Police Department

400 N. Northwest Hwy
Barrington, IL 60010
Mike Cholawo
(847) 304-3412
itsupport@barrington-il.gov

Quote Information:

Quote #: 032144

Version: 3
Delivery Date: 11/19/2024
Expiration Date: 01/29/2025

Quote Summary

Description	Amount
Recurring Fee's	$750.00
Materials	$22,145.00
Labor	$4,452.00
Total:	**$27,347.00**

Annual Expenses Summary

Description	Amount
Recurring Fee's	$750.00
Annual Total:	**$750.00**

*Optional Expenses

Description	One-Time
Optional Warranties	$10,773.00
Optional Subtotal:	**$10,773.00**

Payment Terms: Net 30 Days

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

MINUTEMAN™
security & life safety

Illinois

Signature: Artie Kennedy

Name: Artie Kennedy

Title: Account Executive

Date: 11/19/2024

Barrington Police Department

Signature:

Name: Mike Cholawo

Date:

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i)properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited $250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- What is Covered: This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- How Long Coverage Lasts: This warranty runs for one year from the date your system was installed and accepted.
- What Is Not Covered: This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- What Minuteman Will Do: Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- How To Get Service: Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- How State Law Applies: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

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Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause
Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:
Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributer, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributers will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.

IMPERIAL SURVEILLANCE
(847) 375-0300
www.imperialcctv.com

Customer #:5793
Village of Barrington
Village of Barrington
200 S. Hough Street
Barrington, IL 60010

Proposal #: 17452
Proposal Date: 11/15/2024
Consultant: McCollom, Chad
chad.mccollom@imperialcctv.com
(847) 346-7582

Protection Type: CCTV

Parts

Quantity	Part Code	Description
1.00	AU-K-C2Z3-740	AutoVu™ SharpZ3 740nm CITY KIT includes main SharpZ3 dual processing unit with Horizonal/Verticle mounts, wiring, USB GPS and Genetec Patroller™ license. 2 Cameras and camera mounts included.

Specialized Parts

Quantity	Part Code	Description
1.00	IS-MISC	AU-K-CXXEWAS-4Y xtended Warranty for AU-K-CXX kit with Advance Replacement coverage - 4 Years additional coverage. Does not Include update to advanced replacement for year 1 (warranty cannot extend past 5th year after purchase). This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC
5.00	IS-MISC	.AU-K-CXXEWUP-1Y AU-K-CXX- advanced swap warranty service upgrade from return and repair for first year of sale.

Additional Services	Monthly Amount

Scope of Work:

Provide and Install a Genetec LPR Vehicle solution. Upgrade existing cameras and on board server. Use existing connect to passport. No Passport licensing included if needed.

X Karen Y Darch
Agreed To By

Karen Darch
Name

Total Project Cost: 49,566.96

Terms and Conditions:

50% Deposit is required prior to installation. The remaining balance is due upon completion. Imperial Surveillance is sole owner of all materials until Invoice and Monthly Payment and Terms are paid in full. Provided this agreement is terminated before paid in full, software and device credentials remain property of Imperial. Lift is not included unless stated above. Customer is responsible for firewall to protect against network and data breaches and holds Imperial harmless of any data breaches. Imperial Surveillance is not liable or responsible in any event of abuse, misuse, and or illegal use of this equipment.

Imperial Surveillance, Inc. 1601 E Algonquin Rd. Arlington Heights, IL 60005

IMPERIAL SURVEILLANCE, INC.
1601 E. Algonquin Road
Arlington Heights, Illinois 60005-4758
(847) 375-0300
INSTALLATION / ALARM MONITORING AGREEMENT

1. Imperial Surveillance Inc. (hereinafter referred to as "IMPERIAL") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of security cameras, video system, alarm system, and/or access control.

2. Unless other arrangements are made in writing, all projects will require a 50% down payment, with monthly progress payments thereafter. Payment balance is due upon completion. Unpaid late balances will be subject to late charges. All equipment to remain sole property of IMPERIAL until balance is paid in full.

3. Subscriber agrees that any applicable monitoring or service & maintenance agreements is for 60 months unless otherwise stated and shall automatically renew under the same terms and conditions, unless either party gives written noticed to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. IMPERIAL shall be permitted from time to time to increase all charges by an amount not to exceed 9% annually and Subscriber agrees to pay such increase.

4. The price proposed above will be valid for a period of 15 days. This proposal may be cancelled by IMPERIAL at any time prior to Subscriber's approval.

5. IMPERIAL and Subscriber agree that IMPERIAL is not an insurer and no insurance coverage is offered herein. The security system, equipment, and services are designed to detect and reduce certain risks of loss, though IMPERIAL does not guarantee that no loss or damage will occur. IMPERIAL is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by IMPERIAL's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.

6. Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless IMPERIAL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by IMPERIAL's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against IMPERIAL or IMPERIAL's subcontractors arising out of this agreement or the relation of the parties hereto.

7. Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and IMPERIAL is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage IMPERIAL's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or IMPERIAL's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. IMPERIAL shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against IMPERIAL and its subcontractors for loss or damages caused by perils intended to be detected by IMPERIAL's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

8. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber 's authorization or by legal process. Telephone or internet access is not provided by IMPERIAL and IMPERIAL has no responsibility for such access or IP address service. If system has remote access IMPERIAL is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. IMPERIAL shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. IMPERIAL will not be held liable for any breaches to customers internet, cyber infrastructure, internet, network or data even if cause by IMPERIAL.

9. Subscriber agrees that should there arise any liability on the part of IMPERIAL as a result of IMPERIAL's breach of this contract, negligent performance to any degree or negligent failure to perform any of IMPERIAL's obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that IMPERIAL's liability shall be limited to the sum of $250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase IMPERIAL's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with IMPERIAL's increased liability. This shall not be construed as insurance coverage Subscriber acknowledges that this agreement contains exculpatory clause, indemnity, insurance, allocation of risk and limitation of liability provisions.

10. These terms and conditions will apply to all work conducted by IMPERIAL at the properties identified above and for all other properties where Subscriber requests work by IMPERIAL for the term of this agreement.

11. This Proposal (including attachments, if any) sets forth the entire agreement of and understanding between the parties as to its subject matter and supersedes all other documents, verbal commitments or understandings made before execution of this proposal. None of its terms may be amended or modified except in a writing signed by both Subscriber and IMPERIAL.

12. Subscriber agrees that IMPERIAL is authorized and permitted to subcontract any services to be provided to third parties who may be independent of IMPERIAL, and that IMPERIAL shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints IMPERIAL to act as Subscriber's agent with respect to such third parties, except that IMPERIAL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to IMPERIAL disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of IMPERIAL. IMPERIAL shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

13. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. To the extent this Agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this Agreement the terms of this Agreement shall govern. This Agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this Agreement be deemed void, the remaining parts shall be enforceable.

14. The person executing this Agreement on behalf on Subscriber in a representative capacity warrants to IMPERIAL that such person has sufficient authority to bind Subscriber to the terms of this Agreement.

15. This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

X _____
X Representative Imperial Surveillance, Inc.

X
Representative Subscriber