

**22****COMMUNITY  
MITIGATION  
FUND****APPENDIX I – PUBLIC SAFETY GRANT APPLICATION****BD-22-1068-1068C-1068L-68403*****Please complete each section of this Application*****1. PROJECT INFORMATION****a) NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT AND VENDOR CODE****TOWN OF LONGMEADOW****VENDOR CODE:****V60000191860****b) PROJECT NAME (LIMIT 10 WORDS)****LONGMEADOW CAMERA PROJECT 2022 MGC GRANT****c) BRIEF PROJECT DESCRIPTION (LIMIT 50 WORDS)**

Longmeadow requests funds to install cameras at the intersection of the I-91 and Longmeadow Street/Route 5 junction. Monitoring this site will determine the most effective methods of deploying law enforcement and public safety resources. Additionally, we are seeking funds for De-escalation and Implicit Bias training for our personnel.

**d) CONTACT PERSON(S)/TITLE (Persons with responsibility for this grant)**

Robert Stocks - Longmeadow Police Chief

Corrin Meise-Munns – Assistant Town Manager / Director Planning & Community Development

**e) PHONE # AND EMAIL ADDRESS OF CONTACT PERSON(S)**

Robert Stocks - (413) 567-3311; [Rstocks@longmeadow.org](mailto:Rstocks@longmeadow.org)

Corrin Meise-Munns – (413) 565-4110; [CMeisemunns@longmeadow.org](mailto:CMeisemunns@longmeadow.org)

**f) MAILING ADDRESS OF CONTACT PERSON(S)**

Chief Robert Stocks  
Longmeadow Police Department  
34 Williams Street  
Longmeadow, MA 01106

Corrin Meise-Munns  
Town of Longmeadow  
20 Williams Street  
Longmeadow, MA 01106

**2. IMPACT DESCRIPTION/CONNECTION TO GAMING FACILITY****a) Please describe in detail the impact that is attributed to the operation of a gaming facility.**

This project seeks to address two areas which have been deemed as impacts attributed to the operation of the nearby gaming facility, MGM - Increased Traffic and Property Crime. Since the inception of MGM Springfield, Longmeadow has seen an increase in traffic and property crime which has had an adverse effect on the quality of life for the community.

The intersection of Longmeadow Street (Rt. 5) and Forest Glen Road is the busiest intersection in Longmeadow and serves as the main point of ingress and egress to Springfield to those accessing I-91 via Rt.5. In fact, traffic counts at this intersection have tallied an average of 20,000 vehicles daily. Longmeadow's population of approximately 16,000 residents, coupled with neighboring communities (East Longmeadow, Hampden, Wilbraham, Monson, Enfield CT) utilize this intersection to access I-91 and points north. Traffic studies have concluded this intersection earned the lowest rating ("F"), an unacceptable level of service during peak hours. Traffic patterns into and out of Springfield contribute to the overall failure of this intersection. Events and peak times for the nearby MGM Casino have only exacerbate this condition causing gridlock, delays in emergency services, traffic crashes and pedestrian safety concerns.

The second impact which has been attributed to the operation of the gaming facility has been the increase in property crime in Longmeadow. In 2017 (prior to the gaming facility), the Longmeadow Police Department investigated 59 vehicles which were broken into (B&E Auto) and 5 stolen motor vehicles. In 2020 (after the gaming facility opened), the Longmeadow Police Department investigated 120 B&E Autos (**103% increase** from 2017) and 18 stolen motor vehicles (**260% increase** from 2017). In 2021, the LPD investigated 64 B&E Autos (**8% increase** from 2017) and 11 stolen motor vehicles (**120% increase** from 2017).

This project seeks to leverage technology to mitigate, if not solve, the impacts from the nearby gaming facility. Access to the cameras will be granted to members of the Longmeadow Police Department, the Longmeadow Fire Department, the regional Dispatch Center and the Public Works Department. Cameras will provide safer, more efficient response and allocation of resources. Studies of traffic patterns will assist with intersection design, traffic device settings, and event management when there is an influx of vehicles utilizing this intersection. Additionally, cameras will enhance investigations through accuracy and confirmed fact patterns which will aid in proactive measures to combat crime.

On the training front, the Longmeadow Police Department is seeking funds to train our sworn personnel in the areas of De-escalation and Implicit Bias. With the nearby gaming facility, there has been an increased diverse population of patrons utilizing the roadways and commercial areas of Longmeadow during their commute to and from the casino and events. With this increased, diverse population the need for specialized training has become necessary to ensure our officers are educated on and sensitive to both racial and non-racial factors, including gender, age, mental health, religion, or sexual orientation.

**b) Please provide documentation, specificity or evidence that gives support for the determination that the operation of the gaming facility caused or is causing the impact (i.e. surveys, data, reports)**

Through the baseline study conducted in 2015 ("MGM Casino and Town of Longmeadow Initial Study", CDM Smith), the intersection of Longmeadow Street and Forest Glen Road was given the lowest rating "F" during weekday and Friday evening traffic (peak hours). This "F Level of Service" is described as flow where complete congestion occurs, and in extreme cases, the volume passing a given point drops to zero. Consequently, this intersection was expected to be among the intersections with the largest number of crashes due to the inherent traffic volume. In addition to the CDM Smith study, a Traffic Impact and Access Study conducted for the MGM Casino concluded that "most casino trips will be travelling south toward the Town of Longmeadow via I-91, Longhill Street, Belmont Avenue, and Dickinson Street". The intersection identified as having the greatest impact from this traffic flow was Longmeadow Street and Forest Glen Road. As predicted, traffic has increased with the implementation of the MGM Casino in downtown Springfield, especially during times where casino events and functions have been scheduled. The 2021 MGM Lookback Study (VHB) indicates a traffic volume increase at this intersection of over 2.5% per year since the opening of the Casino, with a 13% increase in crashes between 2011-2013 baseline period and the 2018-2021 study period. These traffic patterns into and out of the Town of Longmeadow, to and from Springfield, contribute to the overall intersection failure.

With respect to property crime, criminal trends are studied as part of the LPD's annual review. Analyzing data which had been extracted from our Computer Aided Dispatch system revealed increases to the aforementioned property crime types (Breaking and Entering into a Motor Vehicle and Stolen Motor Vehicles). As previously indicated, in 2020 and 2021 Longmeadow saw a dramatic increase to both call types from 2017, the year prior to the gaming facility's opening. For instance, **motor vehicle theft increased by 260% in 2020 from 2017.**

Recent events nationwide and the age of "Police Reform" has made it imperative to provide our personnel with effective, proven training to ensure the safety of both our officers and the public. Calls dealing with persons in crisis are on the rise as well as incidents of implicit bias and cultural insensitivity. The public demands and should receive a well-trained police department who are receptive and responsive to the community's needs. Specialized training will deliver proven subject matter and exercises while enhancing the officers' knowledge, skills and abilities.

Criminologists have surmised effective training in De-escalation and Implicit bias has had a successful impact on policing. Studies have shown officers receiving this training will engage in fewer use of force incidents, it will result in fewer injuries to citizens and fewer injuries to officers. Simply put, Fair and Impartial / Implicit Bias Training and De-escalation Training leads to effective policing.

**c) How do you anticipate your proposed remedy will address the identified impact?**

TRAFFIC APPLICATION: Traffic/Intersection cameras help the local authority make decisions that will improve road user safety. Using the cameras analytically will enable the town to study traffic flow and

make any necessary adjustments to traffic signal actuation while monitoring safety. The installation of traffic cameras will provide real-time monitoring of traffic patterns, vehicle and pedestrian traffic as well as roadway conditions. Access to the cameras will be granted to the Longmeadow Police Department, the Longmeadow Fire Department, the regional Dispatch Center and the Public Works Department. Having the ability to monitor the roadway and traffic will enhance the response and allocation of resources. Along with monitoring the roads for accidents or major closures, footage from traffic cameras is influential in decisions regarding future road development and construction. Identified areas of value:

- Traffic surveillance / Congestion monitoring
- Public works or road construction schemes
- Event traffic management
- Road surveys
- Incident support
- Road-side asset protection
- Health and safety

**PROPERTY CRIME APPLICATION:** Camera systems assist law enforcement with identifying objective evidence when an investigation is warranted. Having the capability to investigate a specific location utilized as the main point of ingress and egress from Longmeadow will identify corroborating evidence during criminal investigations. Confirming fact patterns and the description of suspects and/or vehicles will enable investigators to proactively combat crime. For instance, cameras are an invaluable tool for law enforcement when they are trying to determine the accuracy of other types of evidence. If they have a statement from a witness in the area of the crime that includes a suspect description, investigators can cross-reference the cameras to verify whether someone matching that description was in the vicinity of the crime at the appropriate time.

**TRAINING APPLICATION:** Funding for specialized training in De-escalation and Implicit Bias will provide an additional skill set for our officers as they find themselves dealing with an increasingly diverse population from the nearby gaming facility. Specialized training will ensure our officers continue to employ fair and impartial policing. Training specific to de-escalation and implicit bias will address evolving trends and requests for enhanced training for police officers. The increased demands on police and calls for enhanced training can go unmet due to strained training budgets which are already deficient to fund the variety of requisite training. Funds from this grant would be instrumental to our efforts of meeting, if not exceeding our goals.

**d) Please provide information demonstrating that the requested funds are supplementing and not supplanting historic operations funding.**

The requested funds are being sought to supplement the current camera system currently utilized in Longmeadow. There are cameras installed at the intersection of Longmeadow Street and Maple Road (south section of town) which have proven to be extremely beneficial. Roadway conditions are actively monitored by the regional dispatch center, the Longmeadow Fire Dept., the Department of Public Works as well as the Longmeadow Police Department. Additionally, the cameras have been used countless times to assist with investigations when suspect(s) have traveled within proximity to the cameras' fixed location. This project would supplement our ability to monitor traffic and roadways through increased capability. The cameras sought would be placed at the north section of town, providing better coverage of the roadway with the highest volume of traffic. This project would make our ability to monitor safety more comprehensive.

Training is a necessary component for departments and their officers. As a result of the gaming facility, our staff is seeing an increase of interactions with a diverse group of people including persons in crisis. Specialized training in implicit bias and de-escalation will enhance the officers' capabilities and skills. While our officers are required to maintain annual training, the funds sought through this grant will supplement our training program to ensure the requisite training for certification is maintained while allowing our staff to receive additional, specialized training.

**3. PROPOSED USE OF PUBLIC SAFETY MITIGATION FUNDS. (Please attach additional sheets/supplemental materials if necessary.)****a) Please identify the amount of funding requested. In determining the funding request, please round up to the nearest hundred dollars.**

Camera Project: \$54,700

Implicit Bias and De-escalation Training: \$31,200

**AMOUNT OF FUNDING REQUESTED: \$85,900**

**b) Please identify below the manner in which the funds are proposed to be used. Please provide detailed scope, budget and timetable for the use of funds.**

The funds sought for this project will be utilized to purchase and install traffic specific cameras at the intersection of Longmeadow St. and Forest Glen Road as well as the installation of fiber optic cable for connectivity. Cameras selected will be similar to units in use on the south section of town. This project also calls for the installation of fiber optic cable. Approx. 1.2 miles of cable is necessary to connect the fiber; a minimum of 72 strand fiber optic cable has been identified as the requisite type for this application. The attached quotes outline the costs associated with the product, installation and the contractors' labor.

Timeline: Project begins as soon as funding is sourced and confirmed; up and running potentially summer 2022.

The funds sought for the specialized training (De-escalation and Implicit Bias) will be utilized to schedule certified, vetted instructors in the respective subject matter. This request is made with the assumption that training will be available/feasible and not limited/cancelled due to Covid or other health related restrictions. The training will be scheduled to include one full day of training for each subject. Typically, for an entire department to receive the training, two dates must be offered for each class to allow for officers on the multiple shifts have the capability to enroll in one of available dates. Therefore, four days of training total will be scheduled (two days for each subject); two days of training (16 hrs.) per member.

The timeline for the training would be dependent upon the instructors' availability. As soon as the grant is awarded, efforts to secure a venue and instructors would begin with the responsibility falling on the Longmeadow Training Supervisor.

**c) Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of mitigating the impact from the operation of a gaming establishment.**

Camera Costs:

AccessPlus Communications - Installation of Fiber Optic network: \$46,900\*

Convergent Technologies - Purchase and Installation of Cameras and hardware: \$7,749\*

\*See Attached Quotes

Training Wages: \$21,200 [\$53.00/hr. (average overtime rate for our staff) x 16 hrs. x 25 members]

Training Expenses: \$10,000 (Tuition Estimate of \$200 per topic x 25 members)\*\*

\*\*At the time of writing, a definitive quote for training expenses was not available. Consequently, the costs for the vendors/instructors are estimates. There is a possibility that the final number expended may come in under the requested amount.

**d) Please describe how the mitigation request will address the impact indicated.**

This mitigation request will ensure public safety is not hindered / delayed by the increased traffic volume due to the gaming facility's operations. Traffic monitoring cameras will be utilized to study traffic patterns in an effort to enhance public safety response, traffic enforcement and public notification in the instance where traffic needs to be redirected.

The cameras will also provide law enforcement with an additional tool while investigating crime. The recent surge in property crime within Longmeadow calls for additional resources to mitigate, if not, solve the uptick in criminal activity. Having cameras to assist with investigations can bring those responsible to justice while providing a deterrent to would-be criminals.

Receiving de-escalation and implicit bias training will ensure our officers receive the most up to date training required to handle diverse populations and/or persons in crisis. Having the ability to effectively and appropriately handle diverse populations is a priority. Understanding implicit bias and how it can impact a community will have an invaluable impact on current day policing. Staff who can appropriately identify areas where implicit bias can be eradicated will incorporate more effective practices.

**e) How will you provide the data for reporting? How will you measure the effectiveness of the proposed project in mitigating impacts?**

Traffic studies have been completed for 2015 and 2021 which indicated an increase to traffic volume and consequently, motor vehicle accidents. Twelve months after the installation of traffic monitoring cameras, another analysis of traffic data will be conducted to ascertain the cameras' effectiveness. A summary report will also be issued to the Town Manager with data and instances during which the cameras were utilized by the Regional Dispatch, Fire Department, DPW and the Police Department as part of the look-back phase of the project's effectiveness rating.

Similarly, crime stats will be reviewed quarterly to measure criminal trends and the effectiveness of the cameras in relation to the type and number of property crimes.

The success of training is difficult to quantify. As staff receive enhanced, specialized training, we expect to see the dividends in community relations, a mitigation of use of force incidents and a reduction in citizen complaints (if any). Additionally, community stakeholder feedback can be sought and received to ensure we are meeting the community's needs and expectations.

**4. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS**

**a) Please describe and include excerpts from any relevant sections of any Host or Surrounding Community Agreement.**

SECTION 4 of the Surrounding Community Agreement between ("MGM") and the Town of Longmeadow: "MGM shall collaborate and work cooperatively in good faith with the Community to address public safety issues caused by the development and operation of the Project, including but not limited to drunken driving issues, vehicular accidents, and other public safety matters."

A Traffic Impact and Access Study conducted for the MGM Casino concluded that casino trips will be travelling south toward the Town of Longmeadow via I-91, Longhill Street, Belmont Avenue, and Dickinson



Street. The intersection identified as having the greatest impact from this traffic was Longmeadow Street and Forest Glen Road (the subject intersection).

**b) Please explain how this impact was either anticipated or not anticipated in that Agreement.**

The Surrounding Community Agreement utilized traffic studies to determine roadway capacity and issues arising from increased traffic. The effects from the gaming facility were noted with potential impacts on Public Safety through calls for service due to drunken driving, traffic congestion and “other public safety issues”. The steps needed to combat public safety issues were never itemized. While it was acknowledged there would be issues from increased traffic, tools necessary to mitigate the effects were not identified. Current cameras installed on the south end of Longmeadow have been invaluable. The addition of cameras at the main intersection leading to points north (Springfield) would provide much needed public safety resources and benefits.

It was forecasted there may be an increase to crime in Longmeadow due to the casino however, it was agreed a “lookback” would be necessary to determine if that hypothesis was accurate. Crime stats are very informative when determining the impacts from changes within or around a community.

Unfortunately, property crime has risen exponentially for Longmeadow, coinciding with the time the nearby gaming facility has been operational. The Longmeadow Police Department is seeking assistance with resources to help investigate and combat the crime while protecting the safety of our residents.

**5. INTERNAL CONTROLS/ADMINISTRATION OF FUNDS**

**a) Please provide detail regarding the controls that will be used to ensure that funds will only be used to address the impact.**

Both responsible Municipal Officials submitting this grant (Chief Robert Stocks and Asst. Town Manager Meise-Munns) will oversee the project, attesting that all state and local purchasing regulations and guidelines are followed. Funds received for this project will be paid directly to the vendors who will be providing the necessary hardware and installation (fiber optic cable, cameras, installation costs). The Town of Longmeadow Information and Technology Department Director will oversee the installation efforts while reporting to the municipal officials submitting this proposal.

Payment for training will be made utilizing the funds received from this grant. The vendor will be selected ensuring they are providing applicable, proven course work in De-escalation and Implicit bias training through properly trained and certified experts in the subject matter.



**b) Will any non-governmental entity receive funds? If so, please describe. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.**

No non-governmental entities will receive these funds.

**6. CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY**

**On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.**



**Date:** January 27, 2022

**Signature of Responsible Municipal  
Official/Governmental Entity**

Robert Stocks  
(print name)

Chief of Police  
Title:



**Proposal For:  
Longmeadow Street Fiber Installation**

## **1.0 Introduction**

AccessPlus Communications, Inc. is an installation, maintenance, engineering and professional services company specializing in the planning, design, implementation and operation of communication networks and facilities. AccessPlus employees have decades of combined experience providing these services to the general business community, the healthcare industry, educational institutions, and to telecommunications carriers.

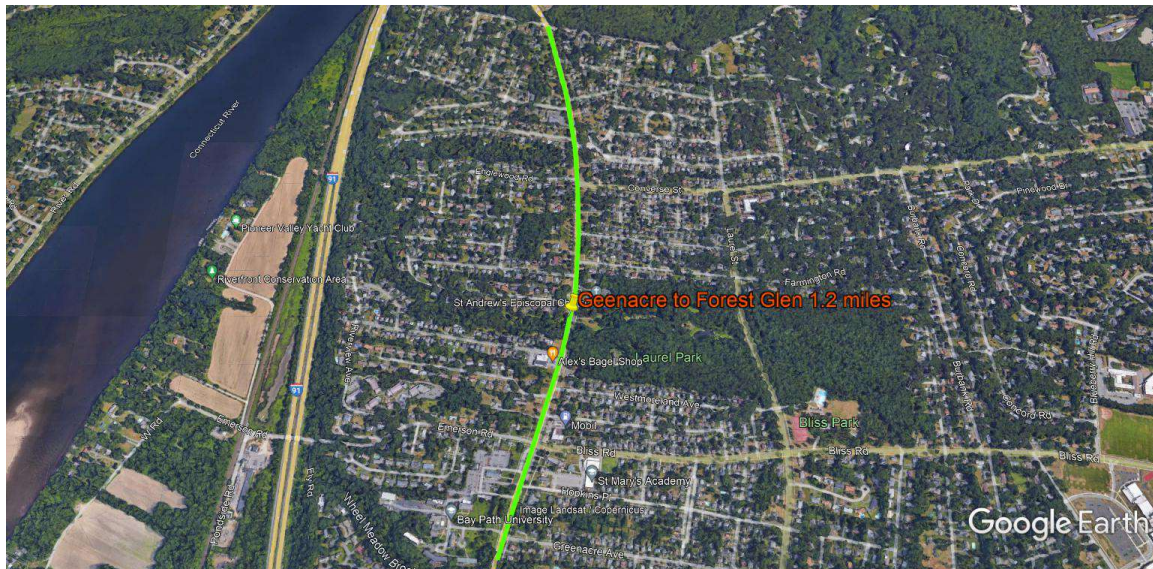
AccessPlus Communications has successfully installed networks for numerous customers that are similar to the proposed requirement.

The following paragraphs outline our proposal for the fiber installation on Longmeadow Street.

## **2.0 Proposal**

The Town of Longmeadow requires that the Town fiber optic network be extended to the intersection of Forest Glen Road and Longmeadow Street. The Town of Longmeadow already has town owned fiber on Rt5/Longmeadow Street from Williams Street to Greenacre Ave. This proposal is for the extension of that fiber from Greenacre Ave to Forest Glen Street. This path is roughly 1.2 miles. A minimum of 72 strand fiber optic cable will be installed. AccessPlus will supply the fiber optic cable as part of the proposed price.

A map showing the proposed route is shown below:



### **3.0 Assumptions**

- ◆ The Town provides the Police Details at no cost to AccessPlus
- ◆ None of the conduits are blocked
- ◆ Verizon does not require payment for engineering, innerduct placement, CWI support (Note: They did not charge for these services when the original fiber was installed)
- ◆ AccessPlus will provide all required splicing back to Town Hall/PD
- ◆ Conduit exists from manhole 5920 near Forest Glen to the nearest pole

### **4.0 Pricing**

**Price for the provision and installation of the proposed system: \$46,900**  
one-time fee

### **5.0 Payment**

Payment is due in full 30 days after receipt of invoice. The invoices will be submitted upon link activation.

### **6.0 Validity**

This proposal is valid for 60 days from the date of receipt.

*Accepted and Agreed to by:*

**AccessPlus Communications, Inc.**

**Longmeadow**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Doug Norton

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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January 25, 2022

Longmeadow School District  
Longmeadow - Forest Glen Rd and Route 5 Cameras  
Forest Glen and Route 5 intersection Longmeadow,  
Massachusetts 01106  
Attention: Town of Longmeadow – Longmeadow PD

Quotation: KR02423980P  
RFP#:  
  
License/Cert

Reference: Forest Glen/Rte 5 intersection pole cameras  
1-360 Multi sensor and 1-Bullet camera

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.



### **Scope of Work**

- Convergint to provide and install 1 360 Multi-Sensor Pole mounted camera
  - Has built in IR for nighttime or low light environments.
- Convergint to provide and install 1 Axis LPR ready Pole mount bullet camera
- Convergint to mount both cameras to a pre-determined existing light pole
  - TBD by the Town of Longmeadow
- Convergint to add 2 Exacqvision camera licenses
  - To be added to Longmeadows existing Exacqvision VMS
- Convergint to program both cameras per the Longmeadow PD Specs
- Convergint to test and verify full functionality and recording
- Bucket truck is included in this quotation
- Permit cost is included in this quotation.

### **Exclusions**

- Fiber
- Fiber to CAT6 convertor
- CAT6 cable install – required from Fiber convertor to camera locations
  - Convergint will isolate with the contractor pulling the cable
- 120v receptacle (will be needed for our 360 Multi sensor camera POE injector. Typically goes in the same enclosure that the fiber and fiber to CAT6 convertor will be housed.
- Pole that camera's will be mounted too

## 360 Multi sensor

NETWORK CAMERAS / FIXED DOME CAMERAS / AXIS P37 SERIES /

### AXIS P3727-PLE Panoramic Camera

4x2 MP multidirectional camera with IR for 360° coverage

- ✓ 4x2 MP at 30 fps per channel
- ✓ 360° IR illumination with individually controlled LEDs
- ✓ AXIS Edge Vault and TPM module
- ✓ Remote zoom and focus
- ✓ Edge storage with 2x microSD card slots



## Bullet Camera

NETWORK CAMERAS / FIXED BULLET CAMERAS / AXIS P14 SERIES /

### AXIS P1455-LE-3 License Plate Verifier Kit

Easy, cost-effective kit for slow traffic

- ✓ Ideal for slow-speed traffic
- ✓ Read license plates from 7-20m/20-65ft
- ✓ Proven for tough weather conditions
- ✓ OptimizedIR for recognition in darkness
- ✓ Integration with AXIS Camera Station





Line	Qty	Part	Description	Manufacturer
1			360 Multi Sensor Camera	
2	1.00	02218-001	AXIS P3727-PLE Panoramic Camera offers 4x2 MP with 360 IR coverage. It lets you easily cover four different areas with a single camera, around the clock and even in challenging lighting. You'll be able to count on both high-quality overviews and details	AXIS COMM
3	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners	AXIS COMM
4	1.00	AXC-01473001	AXIS T91B67 POLE MOUNT 65-165MM	Axis Communications
5	1.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	Exacq
6			LPR Bullet Camera	
7	1.00	Z4-02235001	P1455-LE-3 L. P. VERIFIER KIT	AXIS COMMUNICATIONS
8	1.00	01165-001	AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 50-150mm (2-6). Includes 1 pair of AXIS Stainless Steel Straps 570mm (22.5) with TX30 screw interface for ease-of-installation. AXIS T91B47 is directly compatible	AXIS COMM
9	1.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	Exacq
10	1.00	Misc	Misc material for Pole mount camera installation.	Convergint

<b>Equipment Total</b>	\$	3,485.81
<b>Total Labor/Other Costs</b>	\$	4,053.96
<b>Freight/Warranty</b>	\$	199.72
<b>Tax if Applicable</b>	\$	0.00
<b>Total Project Price</b>	\$	7,739.49

## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.



**Total Project Investment:**

**\$ 7,739.49**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Kevin Rogers**

Convergint  
Kevin Rogers

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

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Customer Name (Printed)

January 25, 2022

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Date

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Authorized Signature

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Title



Throughout this Installation Proposal, the term, “Convergent” refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

**SECTION 1. THE WORK**

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “Agreement”). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

**SECTION 2. PRICING**

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent’s interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

**SECTION 3. INVOICE REMITTANCE AND PAYMENT**

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

**SECTION 4. WARRANTY**

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer’s sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**SECTION 5. CHANGES**

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent’s performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

**SECTION 6. FORCE MAJEURE**

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control (“Force Majeure”) and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

**SECTION 7. INSURANCE**

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$1,000,000 per occurrence /aggregate Commercial
General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as “additional insured”, with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days’ notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent’s employees or subcontractors while on Customer’s site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent’s breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent’s indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

**SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer’s facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is “safe” to return to perform the Work at Customer’s facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer’s facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney’s fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer’s facility.

Customer acknowledges that applicable law or regulation may limit Customer’s rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the “Software”) and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys’ fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, “Liabilities”) arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer’s failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer’s failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

**SECTION 10. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs.

**SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.