



Premier Maintenance Plan for AutoVu LPR Parking Systems & Law Enforcement System

Prepared Exclusively For:
Croton-on-Hudson Parking Authority
1 Van Wyck St.
Croton-on-Hudson, New York 19520
Att: Paula Di Santo

April 3, 2024

Statement of Work

Village of Croton-on-Hudson Police Dept. 1 Van Wyck St. Croton-on-Hudson, New York 19520	Contract#: 20240403PF01 – Croton-on-Hudson Parking Authority LPR Service Agreement Quote # 1
Service Location: : 1 Van Wyck St., Croton-on-Hudson, New York 19520	PCR#: 0
SW24 Representative: Pat Fox	Date: 4/3/24

Project Overview

This Premier Maintenance Plan provides for the problem determination and repair of the AutoVu LPR devices listed in Appendix-A. The plan provides a predictable cost structure to smooth out the unpredictable nature of equipment failures and reduces the administrative burden associated with incident based invoicing.

The Services provided herein by SW 24 are intended to be in addition to and separate from the Manufacturer's Warranties that are provided solely by the Manufacturer.

The following are incorporated and made part of this Contract:

- Appendix-A: Covered Equipment List
- Appendix-B: Site Locations
- Appendix-C: Terms and Conditions

Service plans provide for the repair of routine equipment failures. To remain competitive these plans do not include the following services in the flat-rate pricing. These items may be requested separately if desired and will be provided to Platinum customers at significantly discounted rates:

1. Training services.
2. Install, Move, Add, Change work modifying the quantity, location, field of view or operation of the system components listed in Appendix-A and effective at the Start Date.

1.0 SCOPE OF WORK

SecureWatch24 (also referred to herein as SW24) will provide the following Services identified in greater detail below under this Agreement:

1. Call Center Services
2. Remotely Delivered Support Services
3. Dispatched Repair Services
4. Equipment Repair or Replacement Services
5. General Assumptions and Exclusions

2.0 SECUREWATCH24 RESPONSIBILITIES

SecureWatch24 will provide the following under this Agreement:

2.1 CALL CENTER SERVICES

1. Scope
 - a. SW24 will provide call center services available to receive trouble calls twenty-four hours per day, seven days per week and three hundred sixty-five days per year. The call center will provide the following services:
 - i. Ticket creation and call tracking.
 - ii. Technician assignment and scheduling.
 - iii. Client notification of ticket completion.
2. Assumptions
 - a. Call center services are logistical and administrative services. Technical support and repair work is provided through dispatched field services or remotely delivered support services described below.

2.2 REMOTELY DELIVERED SUPPORT SERVICES

1. Scope
 - a. SecureWatch24 will provide Remotely Delivered Support Services during normal business hours from 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. These services include but may not be limited to:
 - i. Remote Access Support Services
 1. Remotely accessing Customer Premises Equipment for problem determination and/or corrective actions purposes through a secure broadband connection.
 2. Remotely deploying Genetec software patches, updates or upgrades through a Wide Area Network (WAN) connection.
 - ii. Telephone Support Services
 1. Verbally performing problem determination steps during a phone conversation with Client on-site resources with the objective of corrected the symptom immediately without requiring an on-site service visit.
2. Assumptions
 - a. Client must obtain a WAN connection and make available to SecureWatch24 if Remote Access Support Services are desired. Client is responsible for wide area network security and for providing authentication and VPN encryption services for the connection they provide.
 - b. Customer will provide an on-site I/T resource with administrative credentials to and familiarity with the following systems if remote support of these items will be requested:
 - i. AutoVu, SQL and related Server(s).
 - ii. Network Switches, Routers, VPNs, Firewalls and WiFi/Cellular Access Points.
 - c. Premium rates will apply during Alternate Shift periods if Alternate Shift Service is requested.
3. Service Level Objectives
 - a. SW24 will make a Commercially Reasonable attempt to provide the following target response times and client understands there are no penalties or liquidated damage remedies should these targets not be achieved.
 - i. Remote Support Objective: 4 Hour Response

2.3 DISPATCHED FIELD SERVICES

1. Scope

- a. SecureWatch24 will provide on-site Dispatched Field Services during normal business hours from 8:00 AM to 4:30 PM Eastern Time, Monday through Friday. These services include but may not be limited to:
 - i. Perform on-site problem determination Services to identify the root cause of the reported fault symptom.
 - ii. Perform on-site corrective action Services necessary to remedy the cause of the fault symptom.
- b. Preventive Maintenance as follows:
 - i. Checking mounting equipment – sturdiness, torque on bolts, general wear and tear.
 - ii. Quick hardware diagnostics.
 - iii. Video processor diagnostics.
 - iv. Camera diagnostics.
 - v. Checking the mounting of the cameras.
 - vi. Verification of proper termination, voltage and containment of wiring.
 - vii. General cleaning of external surfaces of the devices listed in Appendix-A.
 - viii. Minor adjustments and/or fixes.

2. Assumptions

- a. SecureWatch24 will attempt to resolve all Dispatched Repair Requests through remotely delivered support services before dispatching an on-site technician.
- b. The base plan charges include up to four (4) on-site visits per annual Term.
 - i. Unused on-site visits are not refundable and do not carry over from Term to Term.
- c. This Agreement does not include on-site services/visits to locations greater than two hundred (200) miles from the SW24 Corporate Office in New York, New York.
 - i. If the on-site visit is outside of this area, the Customer will be charged a one-day labor fee of \$1,000.00 in addition to the base charges for this agreement for each on-site dispatch to those locations.
- d. Premium rates will apply during Alternate Shift periods.

3. Service Level Objectives

- a. Calls received after 2:00 PM will be registered as the next business day for purposes of Response Time tracking.
- b. SW24 will make a Commercially Reasonable attempt to provide the following target response times and client understands there are no penalties or liquidated damage remedies should these targets not be achieved.
 - i. Field Service Objective:

2.4 EQUIPMENT REPAIR OR REPLACEMENT SERVICES

Replacement equipment for failures not covered by manufacturer warranty are not included in the monthly basis pricing of this Agreement. *This will reduce the cost-risk to the Client of an overestimated price for a single all-inclusive annual number if less than the estimated amount of equipment fails during the term.*

1. Scope

- a. Equipment Under Manufacturer's Warranty
 - i. SW24 will process all Return Materials Authorization (RMA) forms or other related paperwork as necessary, including return payment of shipping charges to secure repaired or replacement units from Original Equipment Manufacturers (OEM) on behalf of the Client during the duration of this Agreement.
- b. Equipment Not Under Manufacturer's Warranty
 - i. SW24 will provide pricing for an item of equal or better specification to the Client which may elect to purchase the item from SW24 or procure from others and provide the item to SW24 for installation under this Agreement.

2. Assumptions

- a. The warranty on repair or replacement units delivered for in-warranty service is 90 days or the remainder of the original warranty period, whichever is longer.

2.5 GENERAL ASSUMPTIONS AND EXCLUSIONS

1. Assumptions

- a. The Services provided herein by SW24 are intended to be in addition to and separate from the Manufacturer's Warranties that are provided solely by the Manufacturer.
- b. Customer is current with the Genetec Advantage program for all equipment and licensing supported under this Agreement.
 - i. The charges for the Advantage program are separate from and not included in this Agreement.

2. Exclusions

- a. Alternate Shift Service is not required for the base plan pricing.
 - i. If Emergency Service is required during an Alternate Shift will be charged on a per-incident basis and in addition to the base plan charges.
- b. Maintenance, service or repair of customer's I/T infrastructure, except those items sold to the customer by SW24.
- c. All hardware, equipment, spare parts or advanced replacement equipment are not included in the base plan pricing.
 - i. Replacement equipment is available separately and would be in addition to base plan charges.
- d. The postage or freight costs for the return of equipment to and from the manufacturer for repair are not included in and would be in addition to the base plan charges.
- e. Relocation of LPR equipment from one vehicle to another is not included in the base plan charges.
 - i. Relocation services are available separately and would be in addition to the base plan charges.

3.0 CLIENT RESPONSIBILITIES

Under the terms of the Agreement, Client agrees to be responsible for:

1. Provide reasonable unrestricted physical access to all locations where service may be required to be performed.
2. Procedure for placing a Dispatched Service Request is as follows:
 - a. Client will initiate a Dispatched Service Request to SW24 through Email detailing the building address, contact information and description of the fault symptoms.
 - b. Client will initiate a phone call to the SW24 call center and request service under this Agreement.
 - c. Client will provide a contact name, call-back number, email address and fully describe the system and the malfunction.

4.0 SCHEDULE

Start Date April 3, 2024
End Date April 30, 2025

This Agreement shall become effective with respect to Client upon execution by Client and SW24 of this Agreement and shall continue in effect a period of one (1) year unless terminated by either party in a manner described herein. The Agreement will not automatically renew. The Start Date of the one year term shall be adjusted to the date of Acceptance.

5.0 CHANGE CONTROL

All of the work of the project is detailed in Section 2.0 SW24 Responsibilities. Any changes to this Scope of Work shall be handled through the Change Control process. This includes reduction or elimination of products or services previously agreed to or changes to add or remove equipment covered under this Agreement.

The pricing in the Agreement may not be changed unless agreed to by the parties pursuant to a written amendment signed by an authorized representative of the University.

6.0 COMPLETION CRITERIA

SecureWatch24 shall have fulfilled its obligations under this Agreement when any of the following first occurs:

1. The End Date is reached.
2. Client and/or SecureWatch24 shall have the right to terminate this agreement by providing written notice to the other party 30 Days prior to the completion of any current term.
3. SW24 may terminate this Agreement without liability upon written notice to Client if any undisputed amount payable to SW24 is not paid within 60 days of the date on which payment is due.

7.0 CHARGES

7.1 SUMMARY OF CHARGES

Full payment of the annual charge is due in advance of the start of Services. Invoices are Due upon Receipt.

Service Plan Charges.....	\$3,600.00
*Estimated Taxes.....	\$0.00
Annual Service Plan Charges Total	\$3,600.00

NOTE: This does not include LPR Re-locations. An LPR re-location will require a separate proposal.

*Sales Tax will be imposed on all Products & Services that are not exempt under the Tax Laws applicable to the jurisdiction(s) covered under this Contract. It is the responsibility of the Purchaser ("Client") to provide the proper sales tax exemption certificate to SecureWatch24, LLC and to make tax-free purchases that would normally be subject to sales tax under the Tax Laws applicable to this Contract. The amount of sales tax stated above is an estimate and is subject to change with or without notice at any time based on the applicable Tax Law for the jurisdiction(s) covered under this Contract. Acceptance of this Contract constitutes agreement to pay and all applicable sales tax to which the Purchaser is subject, based on the Tax Law for which an exemption does not apply and/or for which an exemption certificate was not properly used, executed provided.

SecureWatch24 agrees to provide the services and equipment described in this agreement provided the customer accepts this proposal without modification on or before: 4/30/24

If you are acting as an agent (or authorized representative) executing this agreement on behalf of your principal, you hereby warrant and represent that you have the full and complete authority to bind your principal to the terms, conditions and obligations set forth in this Agreement including, but not limited to, the payment obligations, representations and warranties and, in the event the principal at any time disputes your agency and/or authority or claims that you did not have its authorization to execute this agreement on its behalf and/or to bind such principal to each and every obligation, term and condition set forth herein, you shall be and hereby agree to be liable to SecureWatch24 for any and all amounts due and owing to SecureWatch24 under this Agreement and appendices.

Agreed to:
Croton-on-Hudson Parking Authority

Agreed to:
SecureWatch24, LLC

By, _____
Authorized Signature Date

By, _____
Authorized Signature Date

This Agreement represents the entire agreement between the parties and supersedes and cancels any prior oral or written agreement, letter of intent or understanding related to the subject matter hereof. No provision of this Agreement may be terminated, amended, supplemented, waived or modified other than in writing, signed by the parties hereto or as otherwise provided herein.

APPENDIX-A: COVERED EQUIPMENT LIST

Any equipment (including but not limited to cameras, computers, routers, wire, cabling and other equipment, etc) present at the Customer's site at the time of SW24's contracting with Customer will not be covered for services under unless it is listed here.

Manufacturer	Model Number	Description	Quantity
Genetec	University LPR system	2 Camera Sharp X System	1
Genetec	AU-X-XGA	12mm LPR Cameras - WHITE	2
Genetec	AU-X-XTU-X1S	Processor	1
Genetec	AU-H-XTU-X1SM	Mobility Kit Processor	1
Genetec	AU-X-XGA	12mm LPR Camera – BLACK	1
Genetec	AU-X-XGA	25mm LPR Camera – BLACK	1

APPENDIX-B: SITE LOCATIONS

The following locations are supported under this Agreement.

Street Address	City	State	Zip Code
1 Van Wyck St.	Croton-on-Hudson	New York	10520

APPENDIX-C: TERMS AND CONDITIONS

This Appendix describes the terms and conditions governing this transaction. This document, including the above Statement of Work and associated appendices are the complete agreement regarding this transaction and replace any and all prior written or oral communications regarding this scope of work.

1. Contract Acceptance
 - a. Signing the Contract
 - b. Issuing a Purchase Order
2. Claims for Which SecureWatch24 is Not Responsible
 - a. In the event it is necessary to obtain or order a part to repair the Equipment, SW24 shall be and is hereby absolved from any and all claims that may arise out of a delay in obtaining the part necessary to complete the repair.
 - b. Your modification of the equipment or software of this Project.
 - c. The integration of equipment or software with products not provided by SecureWatch24.
 - d. Loss of or damage to data not caused by SW24's gross negligence.
 - e. Lost profits, business, revenue, goodwill or anticipated savings.
 - f. The wiring for elevator cameras. SW24 is not responsible for any elevator wiring installation or maintenance or any other elevator issue.

- g. Patching or painting resulting from the installation, removal or replacement of equipment under this Agreement.
- 3. Service Plan Exclusions
 - a. The SW24 Service Plans do not cover:
 - i. Damage or faults resulting from vandalism including willful breakage or damage.
 - ii. Force Majeure.
 - iii. Negligent operation by Client or its agents.
 - iv. Operation in environments exceeding Manufacturer Specifications
- 4. Customer Responsibilities
 - a. You agree to provide SecureWatch24 all necessary access to your properties and systems as may be required for SecureWatch24 to complete its responsibilities and obligations. Access will be provided at no charge to SecureWatch24.
 - b. You agree to provide an operating environment meeting or exceeding all of the requirements specified for equipment provided under this Agreement.
 - c. You agree to provide at no cost to SecureWatch24 and manage the performance of elevator contractors should service be required in elevator shafts or elevator cabs other than the replacement of an existing camera completely within the elevator cab.
 - d. The Client will notify SW24 in advance of the presence of hazardous materials that it knows or should know of, and subjects to defenses available to the Client under applicable law, including the NJ Tort Claims Act, the University will be responsible for damages relating to such hazardous materials, including but not limited to, asbestos and lead paint materials.
 - e. You agree to pay SW24 when payments are due hereunder, pursuant to the NJ Prompt Payment Act.
 - f. You agree that we have the right to defer the date of completion (without liability to you) due to causes beyond our control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not related to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods or materials provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give immediate notice in writing to the other to terminate this Agreement and the Client shall be refunded fees prepaid for the period of force majeure if the date of completion is not deferred.
- 5. Service by Others
 - a. No additions, changes, change of location or repairs shall be made by Client to any part of the system during the term of this Agreement without the prior written consent of SW24. Client acknowledges that SW24 may, in its sole discretion and without notice and liability, terminate this Agreement and the services provided hereunder if Customer makes any modifications as described above.
 - b. Only SW24 personnel or its authorized representatives will be permitted to service the covered Equipment.
- 6. Responsibilities of Both Parties
 - a. Both parties agree information exchanged is non-confidential. If the exchange of confidential information is necessary, a supplemental Confidentiality Agreement will be signed.

- b. Both parties agree to allow the other reasonable opportunity to review, reply and comply prior to entering a claim the other party has failed to meet their responsibilities or obligations.

7. Monitoring

- a. SW24 does not provide monitoring, surveillance, investigatory or policing services of any kind in this agreement.

8. Payment and Termination

- a. Customer acknowledges that SW24, in its sole discretion and without notice, may terminate this Agreement and the services provided hereunder if Customer fails to pay any undisputed invoices when due, including interest accrued hereunder, if such failure continues uncured for 60 days or more.

9. Governing Law/Miscellaneous

- a. This Agreement shall be construed in accordance with and governed by laws of the State of New Jersey applicable to agreements made and performed wholly in that State. In connection with any dispute which may arise under this Agreement, the parties hereto hereby irrevocably submit to, consent to, and waive any objection to, the exclusive jurisdiction of the courts of the state of New Jersey and waive any objection to the laying of venue in such court. The parties hereto admit that any such dispute may be resolved at least as conveniently in such a court as in any other court, and will not seek dismissal or a change of venue on the ground that resolution of such a dispute in any such court is not convenient or in the interests of justice.
- b. You agree not seek a jury trial in any action based upon or arising out of this Agreement or any related document or agreement.
- c. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.
- d. SW24's and Customer's failure or delay in enforcing or the partial enforcement of any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement.

10. Definitions

- a. Response
 - i. A response may be a return phone call from a technician, a remotely provided service, an on-site visit, or any combination of these items.
- b. Service
 - i. Is performance of a task, provision of advice and counsel, assistance, support, or access to a Resource SecureWatch24 makes available to you.
- c. Alternate Shift – Field Service
 - i. The following shall be considered an Alternate Shift for purpose of determining charges:
 - 1. Work performed on second-shift (3:30 PM to 11:30 PM);
 - 2. Work performed on third-shift (11:30 PM to 7:30 AM);
 - 3. Work performed on Saturday or Sunday;
 - 4. Work performed as over-time;
 - a. Meaning any time greater than eight hours worked in any calendar day regardless of the shift the over-time hours occur in.
 - 5. Work performed on a federal holiday.

- d. Alternate Shift – Remote Support
 - i. The following shall be considered an Alternate Shift for purpose of determining charges:
 - 1. Work performed on off-hours shift (7:00 PM to 7:00 AM);
 - 2. Work performed on Saturday or Sunday;
 - 3. Work performed as over-time;
 - a. Meaning any time greater than eight hours worked in any calendar day regardless of the shift the over-time hours occur in.
 - 4. Work performed on a federal holiday.
- e. Resource
 - i. Resource shall be any individual which SW24 deems in its sole and absolute discretion to be qualified to provide the Services requested by the Client.
- f. Commercially Reasonable
 - i. Means the efforts consistent with the past practice of similarly situated security and/or technology integration companies with respect to similarly situated services and products.
- g. Service Level Objective
 - i. The response time target which SW24 will make Commercially Reasonable attempts to provide a Resource. SW24 and Client agree there are no penalty, liquidated damage or other charges associated with failure to meet these objectives.
- h. Not To Exceed
 - i. A targeted budgetary estimate agreed to by the client that will not be exceeded without additional written authorization. Due to potential uncertainties in the work, SW24 does not guarantee that it will complete the scope of work within the Not To Exceed amount. This is not a guaranteed maximum price.
- i. Work Week
 - i. A regularly-recurring period of seven consecutive twenty four hour periods beginning Saturday at 12:00:00 AM and ending the following Friday at 11:59:59 PM.
- j. NEXT BUSINESS DAY
 - i. Tickets opened after 2:00 PM on any day business day will be registered as occurring one business day after the actual date the call was placed for the purposes of response time tracking.

11. Limited Liability

- a. Client expressly acknowledges SW24 and its affiliates, subcontractors, employee, agents and assigns (SW24) are not insurers against losses and that insurance against loss is the sole responsibility of the client. The payments and charges required by this Agreement are based solely on the value of the Services and Materials provided and are unrelated to the value of any real or personal property located on or near the Client's premises. Client agrees that it is impractical and extremely difficult to ascertain or determine the amount of damages, if any, which may result from a failure by SW24 to perform any of its obligations under the Agreement. Client agrees that if SW24 should be found liable to the client for loss or damages as a result of the Services and/or Materials provided in any respect, SW24's liability will be limited to no more than the value of this Agreement, which sum shall be paid and received as liquidated damages. Such liability shall be complete and exclusive. If for any reason this liquidated damages amount is deemed to be unenforceable by a Court of Law, then under no circumstances shall SW24 be

liable to client for any amounts in excess of the amounts paid to SW24 by client under the Agreement in the twelve (12) months preceding the event that caused the loss. This limitation of liability applies to any and all loss or damage resulting directly or indirectly to persons or property, irrespective of cause or origin, whether as a negligence of SW24. Client agrees to indemnify and hold SW24 harmless from all losses, damages and expenses incurred as a result of claims asserted against SW24 by persons other than Client based upon the performance or nonperformance by SW24 of Services performed or to be performed under the Agreement or upon any Materials, including, but not limited to the negligence of SW24.