



iT1 Consulting

Security and Access Control Installation

Access Tech Install

Statement of Work

For

Indian Wells

August 21, 2024

1. Summary

This Statement of Work (“SOW”) is entered into this 21st day of August 2024 (the “Effective Date”) between **iT1Consulting LLC**, an Arizona Limited Liability Company having its principal place of business at 1860 West University Drive, Suite 100, Tempe, AZ 85281 (“**iT1**”) and Indian Wells having its principal place of business at 44-950 Eldorado Drive, Indian Wells, CA 92210 (“**Client**”).

This Statement of Work is only valid for a period of 30 days from the date of issuance. After the expiration of this period, if not signed by both parties, this Statement of Work shall be null and void, and no party shall have any further rights or obligations hereunder, except for those that expressly survive such expiration or termination.

2. Scope of Services

1. Installation of new cameras to replace existing cameras
2. Installation of security and access control system.
3. Exclusions
 - a. Anything not specifically included herein is considered out of scope.

3. Tasks

1. Electrifying 4 Doors:
 - a. Includes electric strike and/or mag locks, and all miscellaneous parts.
2. Wire and Install 7 AD33 readers on 7 different doors.
 - a. Run wire from AD33 to Strikes to Door Controllers.
3. Wire and Install 1 HID Signo 40 Reader with Keypad.
 - a. Run wire from HID reader to Strike to Door controller
4. Wire and install 1 Alarm Console.
5. Install 8 Motion Sensors.
6. Install 10 Wireless Glass Breaker Sensors.
7. Install 1 AC62 Door Controllers.
 - a. Connect AC62 to POE switch.
8. Program 7 BR33 Wireless Panic Buttons.
9. Wire and Install 4 BH61 Wireless Hubs.
 - a. Run CAT6 cables from the designated cable room to each camera location, totaling 9 runs.
10. Install 5 internal dome cameras, 5 external dome cameras, 1 external bullet camera, and 3 CH52 external multisensors
11. Weld mounts for Multisensors to ensure they can be positioned and installed in the desired location.

12. Configure and install a Point-to-Point system to avoid trenching or using visible conduits for long cable runs..
13. Run CAT6 through proper coded conduits and sealing all cabling to secure the conduits and wires.
14. Program cameras to Verkada command.
15. Close Project

4. Pre-Requisites and Assumptions.

iT1 Consulting used the following assumptions during development of its proposal to Client and this SOW. Client warrants that each assumption listed below is accurate as of the execution and the Effective Date of the SOW. Any changes to these assumptions following the execution and Effective Date of this SOW may affect the price and schedule commitments and will be identified to IT1 in writing as soon as Client is aware of the change.

5. Project Management

iT1's Project Management Office (PMO) will provide Project management to ensure a successful project.

6. Change Management

- a. It may become necessary to amend this project for reasons including, but not limited to, the following:
 - I. Customer's changes to the scope of work and/or specifications for the services,
 - II. Customer's changes to the Project Plan,
 - III. Unavailability of resources which are beyond either party's control; and/or,
 - IV. Environmental or architectural conditions not previously identified.
- b. In the event either party desires to change this scope of work, the following procedures shall apply:
 - I. The party requesting the change will deliver a Change Order Request form to the other party.
 - II. The Change Order Request will describe the nature of the change, the reason for the change, and the effect the change will have on the SOW, which may include changes to the deliverables and/or the schedule.
 - III. A Change Order Request may be initiated either by the Customer or by iT1 for any changes to the scope.
 - IV. The Project Manager of the requesting party will review the proposed change with his/her counterpart.
 - V. The parties will evaluate the Change Order Request and negotiate in good faith the changes to the services and the additional charges, if any, required to implement the Change Order Request.

- VI. If both parties agree to implement the Change Order Request, the appropriate authorized representative of the parties will sign the Change Order Request, indicating the acceptance of the changes by both parties.
- VII. Upon execution of the Change Order Request, said Change Order Request will be incorporated into, and made a part of, this SOW.
- VIII. It1 is under no obligation to proceed with the Change Order Request until such time as the Change Order Request has been agreed upon by both parties.
- IX. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Order Request and those set forth in the original scope, or previous fully executed Change Order Request, the terms and conditions of the most recent fully executed Change Order Request shall prevail.

7. Pricing

Services Pricing Schedule

Labor Category	Type of Work	Hourly Rate	Estimated Hours	Estimated Charges
Minor Materials	Point to Point Wireless Access Point System HID Signo 40 Reader w/ Keypad	NA	NA	\$1050.00
Access Tech Install	Labor &, programming of Verkada system.	\$150	139	\$19,450.00
Project Management Resource	Project Management for ensuring project deliverables and time frames are met	\$125	3	\$375.00
TOTAL ESTIMATE CHARGES				\$20,875.00

Notes:

1. PM hours are subject to change based on modifications in agreed timeline or scope and will bill based on actual usage.
2. iT1 Consulting shall invoice Client monthly on a T&M basis.
3. Taxes, travel, and shipping, if any, will be charged at actual rates.
4. Invoices shall be due and payable net 30 days.
5. Past due amounts shall bear interest at 1.5% per month or the maximum amount allowed by applicable law, whichever is less.
6. Additional work or out of scope services will be billed on an hourly basis at iT1's then-current rates.

8. Additional Terms and Conditions

8.1 Permits/Licenses. Client will notify IT1 of all appropriate permits and licenses required to perform this Agreement. Upon notification by Client, IT1, at Client's expense, shall obtain only such permits and licenses, unless otherwise agreed to in a Statement of Work or Change Order.

8.2 Resources to be Provided by Client. Client shall provide and make available to IT1 the following resources in (a) and (b) below, and such other additional necessary resources, as IT1 may from time to time reasonably request in connection with IT1's performance of the Services:

a. Qualified Client personnel or representatives who will be designated by Client to consult with IT1 on a regular basis in connection with the Services or Deliverable, and certain Client information necessary to enable IT1 to perform the Services or provide the Deliverable.

b. Should it be necessary for IT1 in the performance of the Services or provision of a Deliverable to temporarily remove any personal property of Client from Client's premises or access its computers or network, it may do so only upon the express written approval of an authorized representative of Client.

8.3 Independent Contractor. At all times in its performance of the services under this Agreement, IT1 will be acting solely as an independent contractor and IT1 and Client shall not be partners, employees or franchisees of each other. Client shall exercise no control, other than as specified herein, over the activities or operations of IT1. The parties understand and agree that the Client is in no way associated with or otherwise connected with the performance of services under this Agreement by IT1, nor the employment by IT1 of labor or the incurring by IT1 of expenses in connection herewith.

8.4 Personnel. Personnel provided by either party to perform the Services or provide a Deliverable hereunder will at all times be considered employees or agents of the party providing such personnel and will not for any purpose be considered employees or agents of the other party. Each party shall assume full responsibility for the actions or inactions of the personnel it provides, and shall be solely responsible for the supervision, direction and control, salaries, workers' compensation coverage, disability and other insurance, benefits, as well as all other legal obligations required by law relating to its personnel.

8.5 Excused Performance. IT1's obligation under this Agreement is to abide by the terms and conditions set forth in the Statement of Work. Neither party shall be liable for

any failure, inability or delay to perform hereunder, other than the payment of amounts due to iT1, if such failure, inability or delay is due to circumstances beyond its reasonable control, including but not limited to, acts of God, war, strike, lockout, labor disturbance, social conflict, flood, fire, explosion or sabotage.

8.6 Subcontracting. In order to provide services in some areas not served directly by an iT1 Consulting Service Center, iT1 may subcontract for on-site services provided to Client with subcontractors chosen at iT1's sole discretion. Such subcontracting will not release iT1 from any of its obligations set forth in a SOW.

8.7 Non-Solicitation. Client agrees during the term of this Agreement and for a period of 1 year after its termination, not to solicit, directly or indirectly (through individuals, subsidiaries, holding companies, partnerships, subcontractors, or any other financially related firms), nor to tender an offer for employment, nor place on their payrolls any employee who is or was, within one year prior to the time of such solicitation, on iT1's or it's subcontractor's payroll. In the event Client hires or contracts with an iT1 employee in violation of the terms of this paragraph, the Client agrees to pay iT1 as liquidated damages, and not as penalty, an amount equal to one year of the employee's annual compensation. This provision for liquidated damages shall not limit remedies against the Client for any other breach of this Agreement. Client will require all agencies and/or subcontractors working on the Client's premises with iT1 employees, or its' subcontractors, to execute a document indicating their agreement to the terms of this paragraph. In the event of a violation of this provision by a subcontractor or other third party on Client's premises, the Client agrees not to use the services of such individual(s) hired by such subcontractor or third party.

8.8 No Implied Transfer of Intellectual Property Rights. Client and iT1 shall retain ownership of, and all right, title and interest in and to, their respective intellectual property ("IP"). No licenses for any rights or interests under any patent, license, copyright, trade name, trademark or any other source of intellectual property rights are implied or granted by iT1 to Client under this Agreement. Any responsibility for licensing or other intellectual property rights in any software or hardware included in the Deliverables shall be and remain the sole responsibility of the manufacturer. Client agrees to seek all remedies associated therewith against only the manufacturer. As between the parties, and subject to the terms and conditions of this SOW and any other applicable Agreement, iT1 Consulting retains ownership of all IP Rights in all Products provided to Client that have been previously developed or owned by iT1 ("iT1 Consulting Proprietary Technology"). The Client acquires no rights to iT1 Consulting Proprietary Technology except for the licenses or ownership interests expressly granted under this Agreement or any SOW.

8.9 Sales/Use Tax Exemptions. Client acknowledges that it holds Sales/Use Tax licenses for the states in which services under this Agreement will be performed and Client agrees to provide IT1 with any appropriate Sales/Use tax exemption license. Client shall pay or reimburse IT1 for any and all sales, use, transaction privilege, gross receipts and like taxes including without limitation penalties and interest imposed upon IT1 or upon this Agreement or upon the providing of products or services under this Agreement, and Client shall indemnify IT1 from the failure to pay or remit any such taxes. Client agrees to indemnify and hold IT1, its officers, directors, owners, employees, agents, successors and assigns harmless for, from and against any and all liabilities, damages, penalties, deficiencies, losses, costs and expenses whatsoever arising out of or resulting, in whole or in part from (a) any tax liability, including without limitation, federal, state, county or city taxes (as specified herein) and any assessment, penalties and interest associated therewith; and (b) any actions, suits, proceedings, demands, judgments, costs, legal expenses and other expenses incident to any of the foregoing.

8.10 Confidential Information. During the term of this Agreement, the parties may receive or learn information that is confidential ("Confidential Information") of the other party. Except as expressly specified in this Agreement, the party receiving such Confidential Information shall: (i) maintain in strictest confidence such Confidential Information; (ii) not use or disclose any such Confidential Information to any person outside that party's business organization and only disclose or permit the use of the other party's Confidential Information on a need to know basis; and (iii) return such Confidential Information to the Originating Party upon the expiration or termination of this Agreement, or destroy the same. Each party hereto acknowledges that all rights, title and interests in the Originating Party's Confidential Information is and will remain the exclusive property of the Originating Party. If any portion or all of this provision is not permitted by applicable law, then such provisions will be reformed to the maximum time and/or geographic limitations permitted by applicable law. This provision will survive termination of this Agreement and will remain in full force and effect. For purposes of the Agreement, Confidential Information means any and all confidential or proprietary information, including without limitation, documentation, tools, diagnostics, computer maintenance information, software and software information, software source code, personnel, products, testing techniques, Client pricing, terms of sales, trade secrets, pay practices, records, files, manuals, materials, supplies, vendors, computer programs, job specifications, costing, and other information relating to the operations or business of Originating Party. Confidential Information shall not include information which: (i) is or becomes part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or

indirectly from the Originating party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party; or (v) is disclosed by operation of law. The foregoing notwithstanding, the non-Originating Party shall be entitled to disclose Confidential Information to the extent required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Originating Party as soon as practicable in order to afford the Originating Party an opportunity to seek a protective order. For purposes of this Agreement, the term Originating Party means the party hereto from which the source information was originally obtained, regardless of the form (including without limitation written, verbal, software-based, or visual) by the non-Originating Party, and the non-Originating party shall mean all other parties to this Agreement.

8.11 Limits of Remedy and Liability. iT1 will not be liable to Client for any general, special, indirect, incidental, consequential or punitive damages, including but not limited to loss of profits or data, regardless of the legal theory under which such damages are sought. iT1 will have no liability to Client whatsoever for any claim of Client arising from or relating to a direct or indirect failure of the network or installed hardware and/or software, whether or not such network, hardware and software is Client's property, or is a third-party's network, hardware or software, to the extent that, in providing services to Client, iT1 is doing so in compliance with either Client's or any third-party vendor's directions, drawings, instructions, or procedures. In the event iT1 provides any equipment or part or other product to Client that is defective, Client's exclusive remedy will be to pursue the product's warranty, if any. Under no circumstances will iT1's liability to Client exceed the actual price paid by Client to iT1 for the product or service giving rise to such liability. Client further releases, waives, discharges, holds harmless, and covenants not to sue iT1 and any of its officers, directors, owners, employees, agents, successors and assigns for any and all liabilities, claims, causes of action, damages, penalties, deficiencies, losses, costs and expenses whatsoever arising from or relating to, in whole or in part: (1) any loss of data, property damage, business interruption, or any other damage arising from or relating to any data breach, security breach, or other unauthorized access to computer, electronic, or cloud-based technology systems by any unauthorized person or any party or third-party with unauthorized access or partaking in an unauthorized action; and (2) any error, omission, negligence, intentional misconduct, frauds, misrepresentation, or breach of any warranty, contract, obligation, covenant, condition, or representation by Client arising from or relating to this Agreement or to any statement, document, schedule, or certification furnished by Client to iT1.

8.12 Default. In the event a material breach of this Agreement is not cured within thirty (30) days, after written notice thereof given by the party not in default, in addition to all

other rights and remedies either party may have at law or in equity, the non-defaulting party may, at its option, terminate this Agreement as of a date specified in a written notice of termination. In addition, if the material breach involves Client's failure to make required payments under this Agreement, then IT1 may, in its sole discretion, elect to suspend services while Client remains in default rather than terminating this Agreement. In such a case, Client will remain fully responsible for all charges accruing under this Agreement.

8.13 Waiver, Amendments, and Modifications. Any waiver, consent or approval whatsoever by any party of any breach or default under this Agreement, or any waiver on the part of any such party of any provisions or conditions of this Agreement, must be in writing and is effective only to the extent specifically set forth in such writing and with respect to the party against whom it is being enforced. No waiver of any term, provision or condition of this Agreement, in any one or more instances, will be deemed a waiver of any other term, provision or condition of this Agreement.

8.14 Termination. This Agreement may be terminated by IT1 for any reason, or no reason, by giving Client 30 days' notice. In addition, this Agreement may be terminated at any time by either party, by giving 30 day written notice of termination upon the occurrence of any one of the following events:

- a. Any default by the other party under this Agreement which is not cured within the cure period, as specified in Section 6.13.
- b. The cessation of business activities by either party or if the other party is adjudicated as bankrupt or makes a general assignment for the benefit of creditors under any insolvency act, or if a permanent receiver or trustee in bankruptcy is appointed for the property of the party and such adjudication, assignment or appointment is not vacated within sixty (60) days.
- c. If there is a substantial change in the legal or effective control of either party; a merger, consolidation or reorganization by either party in which either party is not the surviving entity; or the sale, lease or conveyance of substantially all of either party's property, assets or business, unless the rights and responsibilities of the other party under this Agreement are assigned pursuant to Section 6.19 below.

8.15 Survival of Rights. Neither the expiration nor termination of this Agreement shall release either party from the obligation to pay any amount which may then be owing to the other party or from the obligation to perform any other duty or discharge any other liability prior to the effective date of such expiration or termination.

8.16 Dispute Resolution and Choice of Law. This Agreement will in all respects be governed by, and construed in accordance with, the laws of the State of Arizona, including all matters of construction, validity and performance, without respect to

conflicts of law. Client and iT1 shall attempt to settle any claim or controversy arising out of the Agreement through consultation and negotiation. If the parties are unable to settle their dispute within ten (10) days, then either party may thereafter initiate an action to interpret this Agreement or enforce its rights thereunder. All such actions (whether by litigation or arbitration) will be filed and prosecuted in Maricopa County, Arizona, and Client expressly consents to personal jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona. In the event that an action is filed involving this Agreement, the unsuccessful party shall be liable for all reasonable attorneys' fees and other costs and expenses incurred by the other party.

8.17 Warranty Exclusion IT1 MAKES NO REPRESENTATION OF IMPLIED OR EXPRESS WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS APPLICABLE HEREUNDER. ANY ISSUES RELATED TO WARRANTIES OR LICENSING SHALL BE AND REMAIN THE SOLE RESPONSIBILITY OF THE MANUFACTURER.

8.18 Notices. All notices given under any of the provisions of this Agreement shall be deemed to have been given by the notifying party if mailed by first class mail to the receiving party addressed to its or his mailing address set forth above, or such other address as the parties may designate in writing. Additionally, notices sent by any other means (i.e. fax, overnight mail, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice. If notice by a party is given by e-mail, such notice shall be deemed to have been properly given if sent by registered email to the signatory of this Agreement or such other person as has been designated in writing by a party to receive notices.

8.19 Miscellaneous. Client may assign this Agreement in whole or in part only with the prior written consent of iT1, which consent will not be unreasonably withheld. iT1 may assign this agreement in whole or in part or all or part of the payments hereunder to the extent that iT1 obligations to the Client are not affected. The provisions of this Agreement are severable, and the invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. This Agreement and all documents referenced herein is intended by the parties to constitute the entire agreement and understanding between the parties with regard to the subject matter hereof and is a complete and exclusive statement of the terms and conditions thereof, and will supersede any and all prior oral and written correspondence, conversations, negotiations, agreements and understandings relating to the same subject matter, other than as expressly provided herein.

ACCEPTED AND APPROVED:

(signature)

(Print Name) _____

Title _____

iT1 Consulting

Date _____

(signature)

(Print Name) _____

Title _____

Client _____

Date _____

Client PO/Reference# _____



IT1
 1860 W University Dr
 Suite 100
 Tempe, Arizona 85281
 United States
<http://www.it1source.com>
 (P) 877-777-5995
 (F) 480-777-5994

Quotation (Open)

Date
 Aug 19, 2024 10:40 AM MDT

Modified Date
 Aug 21, 2024 05:20 PM MDT

Quote #
 USQT997876 - rev 1 of 1

Description
 Verkada Final Design 60 Days

SalesRep
 Westrich, Justin
 (P) 480-388-2066

Customer Contact
 Werner, Nick
 nwerner@indianwells.com

Customer
 City of Indian Wells (CO106454)
 Werner, Nick
 44-950 Eldorado Drive
 Indian Wells, CA 92210
 United States

Bill To
 City of Indian Wells
 Werner, Nick
 44-950 Eldorado Drive
 Indian Wells, CA 92210
 United States
 nwerner@indianwells.com

Ship To
 City of Indian Wells
 Werner, Nick
 44-950 Eldorado Drive
 Indian Wells, CA 92210
 United States
 nwerner@indianwells.com

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions:		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
Cameras & Licensing						
1	CM42 Indoor Mini Dome Camera, 512GB, 60 Days Max	CM42-512-HW	Yes	1	\$696.03	\$696.03
2	CD62 Indoor Dome Camera, 1TB, 60 Days Max	CD62-60-HW	Yes	4	\$1,486.33	\$5,945.32
3	CD62-E Outdoor Dome Camera, 1TB, 60 Days Max	CD62-60E-HW	Yes	5	\$1,646.03	\$8,230.15
4	CB62-TE Outdoor Bullet Camera, 1TB, 60 Days Max	CB62-1TBTE-HW	Yes	1	\$1,709.36	\$1,709.36
5	CH52-E Outdoor Multisensor Camera, 2TB, 60 Days Max	CH52-2TBE-HW	Yes	3	\$3,102.70	\$9,308.10
6	Large Arm Mount (PTZ)	ACC-MNT-XLARM-1	Yes	3	\$100.69	\$302.07
7	5-Year Camera License	LIC-CAM-5Y	No	11	\$569.36	\$6,262.96
8	5-Year CH52 Multisensor Camera License	LIC-CH52-5Y	No	3	\$1,709.36	\$5,128.08
Access Control & Licensing						
9	AC62 16 Door Controller	AC62-HW	Yes	1	\$3,356.03	\$3,356.03
10	18AH Backup Battery	ACC-BAT-18AH	Yes	1	\$442.70	\$442.70
11	AD33 Multi-format Card Reader	AD33-HW	Yes	7	\$221.03	\$1,547.21
12	5-Year Door License	LIC-AC-5Y	No	7	\$618.94	\$4,332.58
Alarm System & Licensing						
13	BC82 Alarm Console	BC82-HW	Yes	1	\$949.36	\$949.36
14	BH61 Wireless Hub	BH61-HW	Yes	3	\$379.36	\$1,138.08
15	BR34 Wireless Glass Break Sensor	BR34-HW	Yes	10	\$62.69	\$626.90
16	BR33 Wireless Panic Button	BR33-HW	Yes	7	\$62.69	\$438.83
17	BR32 Wireless Motion Sensor	BR32-HW	Yes	8	\$62.69	\$501.52
18	ACC-CEL-LTE Cellular Backup Module	ACC-CEL-LTE	Yes	4	\$189.36	\$757.44
19	5-Year Standard Alarm License	LIC-BA-5Y	No	1	\$4,646.73	\$4,646.73
20	5-Year Cellular Backup License	LIC-CEL-5Y	No	4	\$1,548.29	\$6,193.16
21	Fire Alarm Monitoring	FM_1YR	No	1	\$1,235.29	\$1,358.82

Due to supply chain difficulties, many manufacturers have implemented a policy that cancellations are not accepted. Considering this, all products ordered through iT1 are considered non-cancellable unless otherwise received in writing. Unless a specific customer agreement is in force, this policy supersedes any language that a customer may put on purchase order(s), form(s), email(s), or any other means of communication.

Subtotal: \$63,871.43
 Tax (8.7500%): \$3,145.55
 Shipping: \$0.00
 EWR: \$0.00
Total: \$67,016.98

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Any purchases Company makes with iT1 are subject to iT1's General Terms and

Conditions. iT1 General Terms and Conditions are here: https://it1.com/40-ca-001-3-it1-general-terms-and-conditions_07-24-2023/ These General Terms and Conditions supersede any terms and conditions Company may include in any purchase order or form. Terms and conditions can be changed at iT1's sole discretion at any time.