

RE: Contract with Netwatch Inc. for Security and Access Control Implementation at the New Nixa Police Facility

Background:

As part of the construction project for the new police facility, the police department has requested council approval for City Administrator Liles to enter into a contract for Security Systems and Access Control for the new police facility located at 305 Leeann Drive. The scope of work includes three primary areas:

1. Police Department security camera systems
2. Police Department access control
3. Storage building access control and security camera systems

Analysis:

Netwatch is our current security camera system and access control provider. These systems will be installed at the new police facility to ensure we have the proper security and control over the new buildings and grounds and continue to be compatible with our security and access control within other city buildings and the school district.

The total amount of this contract is \$266,607.73 and includes labor rates agreed upon for additional services provided. This work was estimated in the initial budget, and the actual contract amount is within the total program budget.

The contract has been reviewed and recommended for approved by our owner's representative, Navigate Building Solutions, and has been reviewed by Nixa interim city attorney Mike Mayes.

Recommendation:

It is staff's recommendation City Council pass this resolution to allow CA Liles to enter into this contract with Netwatch Inc. for security cameras and access control systems for the new police facility.

MEMO SUBMITTED BY:

Joe Campbell | Chief of Police

jcampbell@nixa.com | 417-725-25210

RESOLUTION NO. 2026-22

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT, IN AN AMOUNT NOT TO EXCEED \$266,607.73, WITH NETWATCH, INC. FOR SECURITY AND ACCESS CONTROL IMPLEMENTATION FOR THE NEW NIXA POLICE DEPARTMENT FACILITY

WHEREAS the City desires to engage Netwatch, Inc. to install, configure, and commission a turnkey security camera and access control system for the Nixa Police Department; and

WHEREAS the City Council desires to authorize the City Administrator to execute a contract, in an amount not to exceed \$266,607.73, with Netwatch, Inc. for said services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council hereby authorizes the City Administrator, or designee, to execute a "Service Contract for Netwatch Inc., to install, configure, and commission a turnkey security camera and access control system for the Nixa Police Department in an amount not to exceed \$266,607.73. Said Agreement shall be in substantially similar form as "Resolution Exhibit A," which is attached hereto and incorporated herein by this reference as though fully set out herein.

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

RESOLUTION NO. 2026-22

47 **ADOPTED BY THE COUNCIL THIS 14TH DAY OF APRIL 2026.**

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ATTEST:

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PRESIDING OFFICER

CITY CLERK

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55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.**

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ATTEST:

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MAYOR

CITY CLERK

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62 APPROVED AS TO FORM:

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CITY ATTORNEY

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EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

PROFESSIONAL SERVICES CONTRACT FOR SECURITY AND ACCESS CONTROL IMPLEMENTATION

THIS PROFESSIONAL SERVICES CONTRACT FOR SECURITY AND ACCESS CONTROL IMPLEMENTATION ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and Netwatch, Inc., a Business Incorporated under the Laws of the State of Missouri ("Service Provider").

WHEREAS the City desires to engage Service Provider to perform such services under the terms and conditions of this Contract; and

WHEREAS the Service Provider desires to perform the Services described herein under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Service Provider as follows:

1. Services.

1.1. The Service Provider agrees to perform and undertake the Services described herein.

1.2. The Service Provider shall perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Service Provider's profession in performing similar services.

1.3. In all matters related to this Contract, the Service Provider shall act in the best interests of the City. The Service Provider agrees that in the performance of the Services, it shall exercise its independent professional judgment to provide candid advice and services on behalf of the City, free from any conflicting interest.

1.4. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

1.5. Service Provider shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Service Provider's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

1.6. The rates for the Services provided by the Service Provider are established in Exhibit B, which is attached hereto and incorporated herein by this reference.

2. Addition to Services. The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Service Provider shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Service Provider.

3. Payment.

3.1. Progress Payments.

3.1.1. Provided that Service Provider performs the Services in the manner set forth herein, the City shall pay the Service Provider in accordance with the provisions of this Contract, which shall constitute full and complete compensation for the Service Provider's work. Such compensation shall be paid in progress payments subject to receipt of a requisition for payment and a statement of the work provided by the Service Provider for the period covered by the requisition. Service Provider is responsible for ensuring that the requisition is received by the City no more than 6 months after completion of the work embraced within said requisition. The City shall have no obligation to pay any requisition for payment which is received by the City more than 6 months after the completion of any work embraced within said requisition.

3.1.2. Such requisition shall include an acknowledgement signed by both the City and the Service Provider that the Service Provider has fully performed the work to be paid for in such progress payments in conformance with the Contract.

3.1.3. If applicable, the City shall provide notice to the Service Provider of any payment amount withheld and the reason for such withheld payment.

3.1.4. The acceptance of any payment under this Contract expressly constitutes a release of the City by the Service Provider and its subcontractors from any and all claims which were made or could have been made by the Service Provider and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.1.5. Requisitions shall be submitted to the City via the AccountsPayable@nixa.com email address, or in writing to the address of the City provided below.

3.1.6. Subject to the provisions of Paragraph 3, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

3.1.7. Notwithstanding the foregoing, the City agrees to pay for hardware and materials up to the amount of **\$162,747.73** upon delivery to the City and receipt of a valid invoice, prior to installation.

3.2. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless Service Provider's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Service Provider shall operate as approval of acceptance of all work completed by Service Provider prior to the date of payment.

3.3. Availability of Funds. The total potential compensation to be paid to the Service Provider over the entire term of this Contract, including all renewals, is estimated to **\$266,607.73** and shall in no event exceed this amount.

Notwithstanding the total contract value, the parties expressly agree that the City's obligation to make payments under this Contract is contingent upon the annual appropriation of funds by the City Council. The Director of Finance's certification applies only to this amount for the current fiscal year.

3.4. In the event the City Council fails to appropriate funds for the performance of this Contract in any future fiscal year, this Contract shall automatically terminate, effective at the end of the last fiscal year for which funds were appropriated. The City shall provide the Service Provider written notice of such non-appropriation at the earliest opportunity. Such termination shall be without penalty or expense to the City, and the City shall have no further liability or obligation to the Service Provider except for payment for services satisfactorily performed and expenses reasonably incurred prior to the effective date of termination.

3.5. Additional Payment Terms.

3.5.1. Payment to Service Provider shall be by check or electronic funds transfer, at the sole discretion of the City, and payment shall be provided to the Service Provider at the address or account number provided by Service Provider.

3.5.2. Service Provider shall be required, as a condition precedent to any payment made as part of this Contract, to sign up and comply with the requirements of the City's payment verification vendor, currently PaymentWorks. The Service Provider agrees to reasonably cooperate with the City's payment verification vendor's requests for information.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Service Provider represents that Service Provider shall secure at Service Provider's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term and Renewals.

6.1. Term. This Contract shall commence upon its full execution by the Parties and shall continue for a period of **One Year** (the "Initial Term"), unless sooner terminated pursuant to Paragraph 7.

6.2. Renewal.

6.2.1. Upon expiration of the Initial Term, this Contract shall automatically renew for successive one-year terms (each a "Renewal Term") unless the City or Service Provider provides written notice of nonrenewal at least 30 days prior to the end of the then-current term.

6.2.2. If the Term is renewed for one or more Renewal Term, the terms and conditions of this Contract during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal.

6.2.3. If the City or Service Provider provides timely notice of nonrenewal, then this

Contract shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in Paragraph 7.

6.2.4. Notwithstanding the foregoing, any Renewal Term shall be subject to the annual appropriation of funds as described in Paragraph 3, and the City's right to terminate for convenience as described in Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. The City shall have the right at any time upon 30 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event, final payment to the Service Provider shall be limited to services provided by the Service Provider as of the effective date of said termination.

7.3. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall be provided to the City and shall become the property of the City, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Service Provider.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Service Provider and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Service Provider under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Service Provider without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Service Provider certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

12.1. This Service Provider and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12.2. This Service Provider and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Service Provider shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Service Provider.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Service Provider, Service Provider shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Service Provider's sole cost and expense, at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability covering insuring the activities of Service Provider under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Employers Liability Insurance with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate;

14.1.4. Commercial Automobile Liability covering all owned, non-owned, and hired vehicles, with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate;

14.1.5.Errors and Omissions/Professional Liability Insurance with limits no less than \$532,148.00 per person and \$1,000,000.00 in the aggregate; and

14.1.6.Cyber Liability Insurance, including coverage for data breach, network security, and privacy liability, with limits no less than \$532,148.00 per occurrence or claims and \$1,000,000.00 in the aggregate.

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than an A- Rating, Financial Size Category VII.

14.2.2.Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal, or material reduction in coverage. The Service Provider shall be required to provide the City with an identical written notice within the same timeframe. Notwithstanding any provisions to the contrary, the Service Provider shall have new insurance policies in place that meet all requirements of this Paragraph 14 prior to such cancellation, non-renewal, or reduction.

14.2.3.Be endorsed to provide a Waiver of Subrogation in favor of the City and its officials, employees, and agents, on all policies required by this Agreement.

14.2.4.Be endorsed to provide that such insurance is primary insurance and any similar insurance in the name of or for the benefit of the City shall be excess and non-contributory.

14.2.5.Name the City and its officials, employees, and agents, as additional insureds on the Commercial General Liability and Commercial Automobile Liability policies.

14.2.6.All underlying policies required by this Contract (e.g., Commercial General Liability, Automobile Liability, Employer's Liability) must be in place. An Umbrella or Excess Liability policy may be used to satisfy the total limit requirements for the underlying policies. Furthermore, any General Aggregate limit for a Commercial General Liability policy shall apply on a 'per-project' or 'per-location' basis by endorsement.

14.3. Service Provider shall provide City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Service Provider to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Service Provider for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Service Provider shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

15. Service Provider's responsibility for subcontractors. The Service Provider shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Service Provider is for the acts and omissions of persons it directly employs. Service Provider shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Service Provider by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Service Provider the same power regarding termination of any subcontract as the City may exercise over Service Provider under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Service Provider shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City shall not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum

liability of the City shall be limited to the amount of money to be paid or received by the Service Provider under this contract.

17.2. The Service Provider shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Service Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Service Provider, except to the extent such liability is caused by the sole negligence of the City, its officials, agents and employees.

17.3. The Service Provider shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17.4. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

17.5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

17.6. Service Provider affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

17.7. The Service Provider shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

18.1. The entire Contract of the parties shall consist of the following documents:

18.1.1. This Contract; and

18.1.2. Scope of Services (Exhibit A); and

18.1.3. Compensation and Pricing (Exhibit B).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. **Nonresident or Foreign Service Providers.** The Service Provider shall procure and maintain during the life of this Contract:

19.1. If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

19.2. A certificate from the Missouri Director of Revenue evidencing compliance with the Transient Employer Financial Assurance Law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

19.3. The Service Provider shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Service Provider utilizes a non-United States based bank.

20. **Notices.**

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Service Provider at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: jwhitehill@nixa.com
Attn: Jeremy Whitehill
Dept: Police

To Service Provider:

Name: Netwatch, Inc.
Address: 123 W. Sherman Way, Nixa, MO 65714
Phone: 417.883.4788
Email: cmustion@netwatchip.com
Attn: Casey Mustion

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which

case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20.3. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Service Provider agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Service Provider shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Service Provider shall make appropriate adjustments if discrepancies are found. The City shall have the right to audit the Service Provider's records pertaining to the Services for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. Compliance with Laws. Service Provider agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments owed by Service Provider is current.

23. City Benefits. The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

29. Headings. The headings in this Contract are for reference only and shall not affect the

interpretation of this Contract.

30. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Service Providers and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Service Provider shall provide an acceptable notarized affidavit stating that Service Provider has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Service Providers and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Service Providers and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for any employee found in violation).

32. Affidavit for Contracts Over \$5,000.00. Pursuant to sections 285.525 through 285.550 RSMo, if this contract exceeds the amount of \$5,000.00 and Service Provider is associated with a business entity, Service Provider shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Service Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

33. Prevailing Wage. In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. If at any time the Service Provider is found to not have paid prevailing wages, the Service Provider shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Service Provider or by any subcontractor under the Service Provider. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

34. Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Service Providers with ten or more employees, Service Provider, by executing this Contract, certifies that the Service Provider is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the

duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

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EXHIBIT A SCOPE OF SERVICES

Project Name: Nixa Police Department Security & Access Control Implementation Service.

1. PROJECT OVERVIEW.

The Service Provider shall provide all labor, supervision, tools, equipment, and specific materials necessary to install, configure, and commission a turnkey security camera and access control system for the Nixa Police Department. The Work encompasses three primary areas:

1. **Police Department HQ Camera System:** Server installation and interior/exterior camera deployment.
2. **Police Department HQ Access Control:** Comprehensive access control for doors, garage doors, and gates.
3. **Alternate Vehicle Storage Building:** Exterior camera and door access installation.

2. DETAILED SCOPE OF WORK.

2.1. Police Department HQ Camera System The Service Provider shall perform the following services:

- **Server Implementation:** Install and configure two (2) Genetec Security Center servers (Intel Xeon Silver 4410Y), including turnkey device commissioning.
- **Camera Installation:**
 - Install, aim, focus, and configure up to sixteen (16) exterior cameras and thirty-four (34) interior cameras.
 - Pull all devices into the Video Management System (VMS) and confirm views with the Client.
 - Camera types include AXIS Dome, Panoramic, Multi-directional, and Fisheye models.
- **Interview Rooms:** Install and configure systems for up to four (4) interview rooms, including toggle switches, "On-Air" lights, and recording configuration.
- **Intercoms & Management:** Install four (4) video door intercoms and two (2) management stations.

- **Safety & Alerting:** Install I/O boards, panic buttons, and configure clocks and emergency sirens.
- **Recurring Service:** Provision "Aidant Care" 1-year SaaS (fall analytic).

2.2. Police Department HQ Access Control The Service Provider shall perform the following services:

- **Door & Gate Installation:** Install access control hardware on up to twenty-two (22) doors, four (4) garage doors, two (2) vehicle gates, and one (1) man gate.
- **Hardware Deployment:** Installation includes electrified hardware (where applicable), card readers (HID Signo), keypads, door contacts, and testing of functionality.
- **Gate Configuration:** For vehicle and man gates, run underground access control cables, install pedestals, install card readers, and connect access control outputs to gate operators.
- **System Integration:** Install and configure Mercury Intelligent Controllers and Synergis Cloud Link to integrate with the Genetec system.

2.3. Alternate Vehicle Storage Building The Service Provider shall perform the following services:

- **Surveillance:** Install two (2) AXIS exterior cameras (Panoramic), complete device configuration, and integrate into VMS.
- **Access Control:** Install access control on one (1) door, including electrified hardware, card reader, and door contacts.

3. CITY RESPONSIBILITIES & EXCLUSIONS The Service Provider's performance is conditioned upon the City (or the City's other contractors) providing the following prior to the start of work. The Service Provider is not responsible for the following:

- **Cabling:** All Cat6 camera cabling, access control cabling, and fiber cabling is to be provided by others.
- **Network Readiness:** Providing network information prior to project start to allow for pre-configuration of devices.
- **Power & Infrastructure:**
 - PoE network ports with adequate power budget.
 - 120VAC power outlets.

- Conduit pathways, boxing, and fire putty pads.
 - Fire-rated plywood for wall-mounted devices.
- **Door Hardware:** Electrified door hardware is to be provided by the door provider, unless otherwise specified in the product list.
- **Equipment:** Lift equipment required for installation.

EXHIBIT B: COMPENSATION AND PRICING

1. TOTAL COMPENSATION (INITIAL PROJECT) The City shall pay the Service Provider a total not-to-exceed amount of **\$265,907.73** for the full completion of the Services described in Exhibit A. This amount includes all labor, materials, hardware, software, and the first year of annual recurring SaaS fees.

2. PRICING BREAKDOWN (INITIAL PROJECT) The Total Compensation for the initial project is allocated as follows:

Project Component	Hardware & Materials	Services & Labor	General Conditions	Annual Recurring (Year 1)	Total
Alternate Vehicle Storage	\$8,036.00	\$2,450.00	\$285.00	N/A	\$10,771.00
PD HQ Camera System	\$115,476.23	\$23,450.00	\$13,675.00	\$800.00	\$153,401.23
PD HQ Access Control	\$39,935.50	\$56,000.00	\$6,500.00	N/A	\$102,435.50
TOTALS					\$266,607.73

3. PAYMENT TERMS Progress payments for the initial project shall be made in accordance with Paragraph 3 ("Payment") of the Contract. The Service Provider shall invoice the City progressively based on completion of work.

4. ADDITIONAL SERVICES AND ONGOING SUPPORT For any services requested by the City that fall outside the Scope of Services detailed in Exhibit A (including but not limited to post-acceptance repairs, equipment relocation, additional training, or future hardware additions), compensation shall be based on the following rates:

Rate Category	Rate
Standard Technician Labor (M-F, 8:00 AM – 5:00 PM)	\$125.00 / Hour
Overtime / Emergency Labor (After hours, Weekends)	\$187.50 / Hour
Holidays	\$312.50 / Hour

Rate Category	Rate
Trip Charge / Truck Roll (Per incident)	\$0 / Trip
Materials & Hardware (Future Purchases)	MSRP Less 5%

Rate Adjustment: The rates in this Section 4 shall remain fixed for the Initial Term. Thereafter, the Service Provider may request a rate adjustment no more than once annually, not to exceed the lesser of 3% or the Consumer Price Index (CPI-U) for the previous 12 months, upon thirty (30) days written notice to the City.