



SPENDING AUTHORIZATION FORM

Pursuant to Whitestown Ordinance No. 2009-10, all purchases over \$5,000 must be pre-approved by a body having authority to approve claims.

Name of Requestor: Dominic Cornett Department: Town/ Parks

Total Amount Requested: \$17,763.57 Budget Line Number: 1101.018410

General Description of Purchase (Attach additional materials as appropriate):

Parks Restroom Magnetic lock system add to 12 restrooms throughout Parks.

Signature of Requestor: 

Clerk-Treasurer Office Verification:

Sufficient funds are available in the budget line numbers set forth above for the purchase amount requested above:

Signature of Clerk-Treasurer Designee: _____

Printed Name: _____

Board Approval:

On 1/3/2024, the Town Council President of the Town of Whitestown approved the above requested spending authorization in an amount not to exceed \$ 17,763.57.

Signature of Board President or Secretary

*All payments must follow applicable claims approval procedures.

**Requestor is responsible for ensuring any applicable bidding procedures (statute and/or ordinance) are followed.

Parks Access Control Deployment - 2023

Whitestown Indiana Town Hall

Whitestown, IN

Revision: 2

Modified: 12/5/2023



Presented By

Security Pros, LLC

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Suite A

Sellersburg, IN 47172 United States

877-291-3877

<https://www.securitypros-usa.com/>



SECURITYPROS
SOLUTIONS AS UNIQUE AS YOUR FINGERPRINT

Anson IDF

- 1 Access Power Controller w/ Power Supply Charger
- 1 Timer
- 225 18/2, (Black) Un-shielded, Plenum, Access Control Lock Power,Cable

Anson IDF Total

\$1,201.51

Main St (6)

- 1 Estimated Cost of Equipment and Professional Locksmith Installation of a single maglock
- 6 Manual Emergency Pull Station (Blue)
- 2 Wire Connector (Sealant), Used in Outdoor Locations
- 6 Egress, Passive Infrared Request to Exit Motion

Main St (6) Total

\$7,084.14

MainSt IDF

- 1 Access Power Controller w/ Power Supply Charger
- 1 Timer
- 450 18/2, (Black) Un-shielded, Plenum, Access Control Lock Power Cable

MainSt IDF Total

\$1,480.07

Project Subtotal:

\$17,763.57

^ Price Includes Accessories

Proposal/Agreement: Terms and Conditions

1. **AGREEMENT VALIDITY & RECEIPT OF COPY** - All Agreements are valid for acceptance within 30 calendar days from the date of issue. Subscriber also acknowledges receipt of a copy of this agreement.
2. **PRICE POLICY** - Prices quoted are non-union and do not include any sales or applicable taxes, builder's risk insurance, bonds, or permits. Prices are also based upon the scope of work defined in the request for proposal (RFP) and/or Security Pros, LLC proposal. In the event that the stated scope of work is modified, Security Pros reserves the right to revise its prices accordingly. Security Pros prices were developed on the assumption that all work defined in the RFP and/or Security Pros proposal will be awarded to a single contractor, unless otherwise noted.
3. **PROPRIETARY** - Any copies of confidential information concerning either party, including such party's parts, services, drawings, specifications, processes, and intellectual property, which may be provided to the other party (the "Recipient") as a result of the purchase order between Security Pros and Customer are proprietary to and remain the exclusive property of such party and may not be used or disclosed by the Recipient without written consent of such party. Customer further agrees not to reverse engineer, disassemble, or decompile any tangible objects of Security Pros which embody such information. Sale of any product does not include the sale or transfer of any of Security Pros' intellectual property rights.
4. **ASSIGNMENT** - Customer may not assign these Terms and Conditions and Warranty, in whole or in part, without Security Pros' prior written consent. These Standard Parts Terms and Conditions and Warranty shall be binding upon completion and insure to the benefit of the parties' respective successors and permitted assigns.
5. **ENFORCEABILITY** - If any provision of these Terms and Conditions and Warranty is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way and such court will replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the valid or unenforceable provision.
6. **THIRD PARTIES** - Nothing contained in these Standard Parts Terms and Conditions and Warranty, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third-party beneficiary.
7. **WAIVER OF RIGHTS** - Failure of either party to insist on performance of any provision in these Standard Parts Terms and Conditions and Warranty or any purchase order shall not be construed as a waiver of that provision or a waiver of Security Pros' or Customer's right to require compliance with such provision in any later instance.
8. **ENTIRE AGREEMENT** - The terms and conditions set forth herein, together with any amendments, modifications, and any different terms or conditions expressly accepted by Security Pros in writing, shall constitute the entire agreement concerning parts. There are no oral or other representations or agreements.
9. **TERMINATION** - You, the Subscriber may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction. Upon termination of this Agreement for any reason, Subscriber shall permit Security Pros or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from Security Pros monitoring network.
10. **DEPOSITS** - Prior to the initial start of installation and when not restricted by law, a 60% non-refundable deposit is required for each agreement.
11. **INVOICING & PAYMENTS** - Upon delivery, Security Pros shall promptly issue to Customer an invoice, dated and numbered, for all parts for which such delivery was made. Each Invoice shall include:
 - (1) The applicable purchase order reference number (when provided by the customer on the signature page of this agreement),
 - (2) The Customer's location scheduled to receive the parts,
 - (3) The price of such parts,
 - (4) Applicable freight costs and
 - (5) Applicable taxes, duties and fees (including without limitation any goods, services tax, and/or sales tax. Unless otherwise agreed to by both parties, invoicing will be on a progressive basis (Standard billing terms Net 30 days). A service charge of the lesser of 1.5% per month, or the maximum rate permitted by applicable law, will be added to past due amounts. Customer agrees to pay all costs and expenses of Security Pros associated with collection of any past due amounts, including reasonable attorney's fees. In addition, Security Pros reserves the right to hold further shipments of parts and/or Service Calls until said past due amounts are paid in full to Security Pros. Payment for parts by Customer shall not be delayed for any reason or contingent upon Customer's receipt of any payment from or action by another party. In the event Customer shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under law related to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, Security Pros may, at its sole discretion, immediately and without notice terminate its performance under any open invoices and treat the Customer as in default. Customer hereby grants Security Pros a purchase money security interest (PMSI) in the parts until Security Pros has been paid in full.
12. **DEFAULT BY SUBSCRIBER** - If Subscriber fails to pay any amount herein within the specified terms provided on the invoice, or if Subscriber fails to perform any other provisions hereof within ten (10) days Security Pros may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by prevailing jurisdiction, but not greater than (18%) percent per annum. If the system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to Security Pros any past due balance, labor associated and applicable reconnection charges.
13. **WORK SCHEDULE** - Allow Security Pros at least fourteen (14) business days to schedule work after signed acceptance of proposal. Once the project has commenced, delays caused by situations beyond Security Pros control may result in additional labor expenses billable to the customer in addition to this signed agreement. If Security Pros personnel are unable to work due to any circumstances outside of Security Pros control, Security Pros will invoice for the lost man-hours at the standard Security Pros hourly rate. A minimum of four (4) hours per man within 100 miles of local Security Pros office, and a minimum of eight (8) hours per man over 100 miles of a Security Pros office. Standard business hours include Monday through Friday 8:00am to 4:00pm and excludes all major holidays and weekends.
14. **MATERIALS** - In the event that the project is shut down for any reason due to circumstances outside of Security Pros control, customer agrees to settle outstanding labor expenses and all material/equipment for project specified in this signed agreement.
15. **ASSIGNEES/SUBCONTRACTORS OF SECURITY PROS** - Security Pros shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services, which it may perform. Subscriber acknowledges

abuse or misuse, misapplication, negligence, neglect, corrosion, extreme heat or cold, fire, acts of God, improper maintenance, lack of reasonable and necessary maintenance, installations, repairs or modifications made or attempted by anyone other than Security Pros or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Security Pros, adversely affect the performance or reliability of the product. In no event shall Security Pros responsibility extend to any equipment, apparatus or product that Security Pros has not manufactured or supplied to Customer. This agreement shall not be enlarged, nor shall any obligation or liability of Security Pros be created, by Security Pros providing technical advice, facilities or service in connection with any product.

3. **INTERRUPTION OR CANCELLATION OF SERVICE** - Security Pros shall not be liable for failure or interruption of services due to circumstances beyond reasonable control of Security Pros. This includes, without limitation acts of God, strikes or labor disputes, laws or regulations of any government or government agency, military operations, acts of terrorism, riots, floods, storms, earthquakes, fires, power failures, power surges (including lightning damage), insurrection, interruption or unavailability of telephone service, failures in delivery of carriers or suppliers, shortage of materials or any other cause beyond the control of Security Pros. The occurrence of any contingency beyond Security Pros' reasonable control shall not constitute cause for cancellation of warranty but shall extend Security Pros time to perform the required service for a period equal to the duration of such contingency and alleviates the responsibility to provide service to Subscriber while interruption of service though any such cause may continue. This Agreement may be suspended, cancelled, or modified without notice at the option of Security Pros, if Security Pros or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event Security Pros is unable to render service as a result of any action by any governmental authority.

4. **CUSTOMER REQUIREMENTS, LIMITATIONS OF USE, DEFINITION OF SERVICES** - Customer must request service by phone at 877-291-3877 or in writing to support@securitypros-usa.com.