



CITY COUNCIL WORK SESSION AGENDA
Special Meeting - Dog Park

COUNCIL MEETING WILL BE ONLINE ONLY

Due to the COVID-19 precautions, the Council Meeting will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to www.greenbeltmd.gov/municipaltv.

Resident participation:

Join Zoom Webinar

**[https://us02web.zoom.us/j/82801829328?](https://us02web.zoom.us/j/82801829328?pwd=cDJQVThwZHF4SG5QSmUvRDZUaFN1QT09)
[pwd=cDJQVThwZHF4SG5QSmUvRDZUaFN1QT09](https://us02web.zoom.us/j/82801829328?pwd=cDJQVThwZHF4SG5QSmUvRDZUaFN1QT09)**

Passcode: 119135

OR

Join By phone: (301) 715-8592

Webinar ID: 828 0182 9328

Password: 119135

In advance the hearing impaired is advised to use MD RELAY at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltmd.gov.

Wednesday, September 23, 2020

8:00 PM

Work Session Packet *Agenda • Introductions • Council Discussion • Questions and Answers • Other Items*

Special Meeting - Dog Park

Suggested Action:

Reference:

Dog Park Memo

Dog Park Rules - Display

Dog Park Suggested Access Systems

Dog Park Survey

LS Dog Park Quote

Proposed Dog Park Rules 824

[Dog Park Memo](#)

[Dog Park Rules - Display.pdf](#)

[Dog Park Suggested Access Systems.pdf](#)

[Dog Park Survey.pdf](#)

[Proposed Dog Park Rules 824.pdf](#)

[Dog Park Access Control_LS Quote.pdf](#)

City Council Work Session Agenda Item Report

Meeting Date: September 23, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Special Meeting Item

Agenda Section: Work Session Packet

Subject:

Special Meeting - Dog Park

Suggested Action:

Reference:

Dog Park Memo

Dog Park Rules - Display

Dog Park Suggested Access Systems

Dog Park Survey

LS Dog Park Quote

Proposed Dog Park Rules 824

Attachments:

[Dog Park Memo](#)

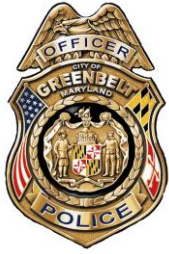
[Dog Park Rules - Display.pdf](#)

[Dog Park Suggested Access Systems.pdf](#)

[Dog Park Survey.pdf](#)

[Proposed Dog Park Rules 824.pdf](#)

[Dog Park Access Control_LS Quote.pdf](#)



City of Greenbelt

Police Department

Captain Gordon Pracht

550 Crescent Road

Greenbelt Maryland 20770

(240) 542-2139

To: City Council via Richard Bowers, Nicole Ard

From: Captain Gordon Pracht

Date: 09/15/2020

Re: Greenbelt Dog Park Rules and Procedures/Reopening

Chief,

After the last work session on this topic, staff has gathered more information on this topic to support staff recommendations. Please find the attached information for reference:

- A) Results of an unofficial survey of dog parks within a 15 mile radius of the City of Greenbelt.**
- B) Proposed rules for posting at the dog park.**
- C) Proposed rules for signature by applicants for the dog park.**
- D) Quote for controlled access to the dog park from LS Systems (current City vendor for security access at Police Department and City Offices).**
- E) Staff Suggested ideas on controlled access solutions.**

Based on the information and Council input from the work session, below are staff recommendations concerning use and opening of the dog park.

- 1) Staff recommends that all owners using the dog park be required to apply annually. This renewal will verify shot records and other vital information to ensure the safety of dog park users.**
- 2) Staff recommends that at each renewal a different colored tag be issued to the owner and displayed on pets when using the dog park.**
- 3) Staff recommends a \$10.00 dollar application/renewal fee for all residents of the City of Greenbelt and a \$30.00 application/renewal fee for all non-residents.**

- 4) Staff recommends a less costly solution to the controlled access system quoted. A push combination lock has worked for local dog parks and they have no issues with emergency exiting. Attached are two possible, staff recommended, solutions.
- 5) Staff recommends adopting the proposed rules for use of the dog park. The longer written rules would be used for applications and distribution to the owners. The shorter, colored rules would be used for posting at the park and provide a link for information on the dog park and use.

Captain G. Pracht



City of Greenbelt

DOG PARK RULES

Hours of Operation: Dawn until Dusk

- All children must be supervised
- All dogs are required to wear a dog park permit tag
- No more than 2 dogs per handler are allowed

- **Strictly Prohibited:**

NO dogs in heat

NO aggressive dogs

NO smoking or drinking

NO glass containers

NO food/dog treats

NO dogs younger than four months

NO sick/injured dogs

NO dogs should be left unattended at the dog park

NO business use of the dog park (professional dog trainers)

- **Owners/Handlers MUST:**

Remain with their dog(s) at all times

Maintain control of their dog(s)

Disclose with other dog owners present at the park about their unaltered dog(s)

Clean up and dispose of any trash/feces

Stop their dog(s) from digging holes in the park and immediately fill any holes dug

Keep leashes in hand at all times (no pinch collars are permitted)

Leash their dog(s) before leaving the dog park

Treat all dogs humanely

- Violators of rules for use of the park are subject to removal from the park, suspension or revocation of dog park permit(s), and issuance of municipal infractions

The City of Greenbelt is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their owners/handlers only. The City is also not responsible for loss or theft of or damage to personal property. Users of the dog park are responsible for all damages made to City property.

***Please report any violators to Greenbelt Animal Control at 301-474-6124.
Call the Greenbelt Police emergency number at 301-474-5454 or 911 for life threatening situations only.***

To obtain a Dog Park Permit please contact Animal Control at 301-474-6124 or via email at animalcontrol@greenbeltmd.gov . You may also obtain more information for a Dog Park Permit by visiting <https://www.greenbeltmd.gov/i-want-to/sign-up>



Industrial & Scientific

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1

Cart

Subtotal
\$0.00Deliver to City
Greenbelt 20770

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Back to results



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VIDEO

**YARDLOCK Keyless
Gatelock, Secure Gate
(MBX-2016Y-3ESF)**

Yardlock Store

568 ratings

was: \$66.49

is: **\$54.98 & FREE Returns**or: **\$11.51 (17%)**off instantly: Pay \$4.98 upon
for the Amazon Rewards Visa
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YARDLOCK is a keyless lock - provides
increased security without the hassle
of keys or pad locks. The patented (us
8306) 4-dial internal
combination gives 10,000 possible
combinations to select from

- Heavy for all seasons - weather proof
and dependable in extreme
conditions, will not freeze or rust.
Constructed from a zinc die cast body
with a rigid cast plastic shell to ensure
years of security
- One hand operation - the YARDLOCK
can be operated with one hand from
either side of the gate. The protective
latch cover prevents people from
reaching over the fence to easily
operate the latch
- Keyless security - the patented keyless
and battery free gate lock will provide
your family with years of security
access control while also operating as
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- Easy and fast installation - the
innovative design will ensure a perfect
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New (2) from **\$54.98 + FREE Shipping**[Report incorrect product information.](#)**Similar item to consider**

(1482)

\$54.98& **FREE Returns****FREE delivery: Sep 25 - 28** [Details](#)**Fastest delivery: Sep 18 - 23****In stock on September 20,
2020.**

Order it now.

Qty: 1

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today with **Fast, FREE
Delivery**☐ Add gift options[Deliver to City - Greenbelt 20770](#)[Add to List](#)

New (2) from

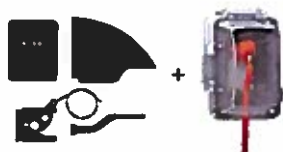
\$54.98 + FREE Shipping[Share](#)

Have one to sell?

[Sell on Amazon](#)**National Hardware N109-070 Gate Latch
Cable Pull, Black
236**

Subtotal
\$0.00

Frequently bought together

Total price: **\$62.35**[Add both to Cart](#)[Add both to List](#)These items are shipped from and sold by different sellers. [Show details](#)✓ **This item: YARDLOCK Keyless Gatelock, Secure Gate Lock (MBX-2016Y-3ESF) \$54.98**✓ **TayMac MM420C Single Gang Non-Metallic Weatherproof In-Use Cover, Clear \$7.37**

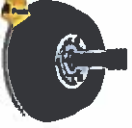
Brands related to this category on Amazon

Sponsored



Professional-grade security for home use

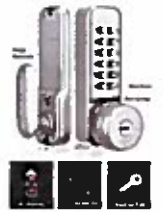
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Baby Gate Wall I

[Shop vmaisi](#)

Sponsored products related to this item

 Umthink Mechanical keyless Door Lock, 2 in 1 Digital Code/Key, Safety Entry Gate Ho... 4 \$78.99	 Mighty Mule MM371W Automatic Gate Opener (Smart), Single, Black 171 \$331.93	 Lockly Bluetooth Keyless Entry Smart Door Lock (PGD 728F) Patented Keypad/Alarm Sys... 280 \$229.95	 Fingerprint Padlock, AICase Bluetooth Thumbprint Lock, Support USB Charging IP67 Wate... 133 \$26.99	 TOPENS DK1000S Automatic Sliding Gate Opener Solar Kit Sliding Gate Motor for Heavy... 22 \$669.00
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[Ad feedback](#)

Product Description

YARDLOCK Keyless Gate Kit (MBX-2016Y-3ESF), Increases security for your Fence or Gate in minutes. This flexible and weather proof keyless lock will provide advanced security to your home or business without the hassle of keys, electrical power, batteries or pad locks. The Patented (US #9528306) 4-Dial internal combination lock gives you 10,000 possible combinations to choose from. Creating your own personal combination is quick and easy to setup in just minutes. Set a unique combination before mounting or change the code after mounting, as often as necessary. This weather proof lock is dependable in extreme weather conditions and will not freeze or rust. Constructed from a zinc diecast body with a rigid cast plastic shell, the Gate Lock is weather resistant all year round. The innovative design of the Gate Lock will ensure a perfect fit to a wide range of post sizes. Flexible and easy to install, you can select the height of the lock on the post, simply use the provided installation template to drill a hole and mount the latch and lock. The YARDLOCK can be operated with one hand from either side of the gate. The patented protective latch cover, provides protection from the weather and will prevent people from reaching over the fence to easily open the secured gate. Our keyless and battery free security lock will provide your family with years of comfort and security. If that was not enough, YARDLOCK can be used as a lock box for a spare house key! Don't bury a key under a rock where anyone can find it, use YARDLOCK and never be locked out of your home again!

GOKEYLESS



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LOCKEY M210 EZ

Mechanical Keyless Digital Combination Deadbolt Lock

★★★★★ [Reviews \(93\)](#) | [Customer Questions \(42\)](#)

\$116.48

Volume pricing applied in cart

Trade in your keys for a personalized code you can't lose. With a convenient thumb-turn for entry and exit this maximum security deadbolt makes your home bump proof, and Teflon coated stainless steel interior parts make the lock one of the most resilient. You've worked hard to have a beautiful home, but what good is it if you can't get in it.

SKU: M210SC-EZ

Finish

Satin Chrome

In stock

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100% Price & Performance Guarantee

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SHOPPING GUARANTEE



Features

Description

Specs

Reviews (93)

Customer Q&A (42)

- Virtually indestructible push button lock
- **EZ Mounting Plate Included** — No need to be a pro, if you can use a screwdriver you can mount
- **Top-notch Construction** — Strong heavy quality, lock body made from durable zinc alloy, fits tight to door
- Includes exterior and interior lock body
- Thumbturn on inside to lock and unlock deadbolt
- Manually locking. [M230 auto-lock](#) available
- Deadbolt has a hardened steel roller pin — hacksaw proof
- As with all mechanical locks allows for one user code
- Weatherproof performance
- No batteries, wires, or AC/DC needed
- Operates with simple turn of knob with long or short code of your choosing

dun & bradstreet

SHOPPING GUARANTEE

Dog Parks within 15 mile radius of the Greenbelt Dog Park

Heurich Dog Park - Hyattsville, MD :

- No fee
- Open to all
- No age requirements
- No registration needed
- No controlled access

Riverdale Dog Park - Riverdale Park, MD:

- No fee
- Open to all P.G. County residents
- Children under 5 years old are prohibited
- Registration is needed to use the park (No enforcement)
- No controlled access

College Park Dog Park at Acredale Community Park – College Park, MD:

- First dog is \$30, \$10 for additional dog(s) - (limit of 4 dogs)
- Open to all Prince Georges and Montgomery County residents
- Children under 8 years old are prohibited
- Membership needed to use the dog park
- Lock code installed on both side of entrance/exit door – Code needed to access

Bowie Dog Park – Bowie, MD:

- No fee
- Open to all
- No age requirements, although children younger than 8 are strongly discouraged
- No registration needed
- No controlled access

Dr. Bruce Morley Dog Playground – Laurel, MD

- R | \$30 per household NR | \$35 per household (Limit of 4 dogs)
- Open to all
- No age requirements
- Membership is needed to use the dog park
- Key card needed to gain access into the park

New Carrollton Dog Park – New Carrollton, MD

- No fee
- Open to all
- No age requirements
- No registration
- No controlled access

Proposed Dog Park Rules

Persons who choose to use the Dog Park as a condition of use agree to the following rules:

Hours of Operation: Dawn until Dusk

1. Use of the dog park is done at your own risk.
2. Owners or handlers must maintain control of their dog(s) and are responsible for damage or injury inflicted by their dog(s.)
3. All children must be supervised. Children under 8 years of age are strongly discouraged from using the park.
4. Users must have a valid dog park permit tag visible, while using the dog park.
5. Owners or handlers must remain inside, with leash, within view and voice control of their dog(s) at all times. (No pinch collars are permitted)
6. Dogs must be current on Rabies and Distemper vaccines and be deemed healthy by a licensed veterinary and registered with the local government where the owner resides.
7. Dogs that are in heat may not enter the dog park.
8. Sick, injured, or dogs with fresh wounds are not permitted to enter the dog park.
9. Owners of unaltered dogs (not spayed or neutered) should disclose to the other owners who are present at the dog park.
10. Any dog showing aggressiveness towards people or other dogs must be leashed and immediately removed from the dog park. (Other excessive barking or other noise should be humanely stopped by the owner)
11. No more than 2 dogs per handler are allowed in the dog park at once.
12. Puppies under 4 months old are prohibited.
13. Owners must clean up and dispose of feces and any trash (discarded or destroyed toys) deposited by their dogs.
14. Owners must stop their dogs from digging holes in the park and immediately fill any holes dug.
15. Dogs must be leashed before leaving the dog park.
16. The dog park exercise area is for the use and enjoyment of dogs and their owners. Recreational use by others is not permitted.
17. No smoking or eating while in the dog park.
18. No glass containers are permitted within the dog park.
19. Professional dog trainers may not use this facility in the conduct of their business.
20. Violators of rules for use of the park are subject to removal from the park, suspension or revocation of dog park permit(s), and issuance of municipal infractions.

The City of Greenbelt is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their handlers/owners only. The City is also not responsible for loss or theft of or damage to personal property. Users of the dog park are responsible for all damages made to City property.

Animal Control number - (301)-474-6124

Police non-emergency number - (301) 474-7200



Quotation #: 12673

Opportunity#: 16044_20

Date: September 4, 2020

Opportunity Name: City of Greenbelt Police Department - Dog Park Access Control
550 Crescent Road
Greenbelt, MD 20770

Attention: Gordon Pracht

From: Mark Phelps
(410) 552-1777
mphelps@lssmd.com

LS Systems
1417 Knecht Avenue Suite 2A
Arbutus, MD 21227
www.lssmd.com

This quotation shall remain valid for thirty days from the proposal date. Price is based upon delivery of equipment within three months. LS Systems payment terms are NET 30 unless specified otherwise under this proposal.

SCOPE OF WORK

Per the request of the Greenbelt Police Department, LS Systems shall provide door equipment to secure the Dog Park located at 7300 Hanover Dr, Greenbelt, MD 20770. Two gates will have proximity controlled smart deadbolts. The lock is programmable with a timing feature and captures an audit trail of up to 1,000 events. An enrollment reader will be installed at the S2 Netbox to enroll and control access cards. A total of 100 smart cards will be supplied.

The following scope of work shall be conducted in the below designated door locations:

- Install (2) Schlage Smart Deadbolt locks
- Install (1) S2 Enrollment reader at the S2 Netbox located in the Police Building
- Provide training on the use and programming of the locks and smart cards.

****Prior to installation, City of Greenbelt will be responsible for metal fabrication on the gates for proper placement - LS Systems will provide consultation on the type and placement of the fabricated pieces.**

After installation, the system will be tested for proper functionality.



Quote Details

This quote includes

Delivery of any needed material
Applicable taxes
Training on any new equipment
Applicable operations and maintenance manuals

Security Exclusions:

Work on door hardware including but not limited to hinges, handles, locks, etc.
Work on door frame
Door re-alignment
High voltage wiring

This quote excludes the following unless noted elsewhere on the proposal

Material and Installation of Conduit, Pipe, Deck Work, Boxes and Fittings
Lifts and Hoists
Vertical Core Drilling
On-Site Lockable Storage Facility
Ceiling Tiles and Ceiling Grid Repairs
Horizontal Core Drilling
Fees associated with obtaining electronic CAD files
Permit fees
Engineer's plan review & stamping fees
Any modification to existing base building FACP or Annunciator (IF APPLICABLE)
Payment & Performance Bonds
Patching and Painting
Firestopping / Caulking (excluding existing penetrations)
Fire Watch
120VAC and Fused Disconnect Switch
Correction of Wiring Faults and field devices errors Caused by Others
Floor Coverings for Lifts and Hoists
U.L. Central Station Monitoring Services
U.L. Listing for the premise (Proposal available upon request)
Client Support Plan (Proposal available upon request)
Maintenance of proper environmental conditions for protection and operation of equipment/devices

CLARIFICATIONS AND EXCLUSIONS

- This quote is based on all wiring being free of ground faults, shorts or any other problematic conditions that may arise due to wiring. This MUST be confirmed in writing before LS Systems arrives on site for any tie in, programming, or testing.
- LS Systems assumes absolutely no responsibility for the isolation or correction of wiring faults, such as opens, shorts, grounds, incorrect EOL, resistor values, pinched or broken wire/conductors etc.
- **Installed equipment will be properly protected by others**
- **Maintenance of proper environmental conditions for provided equipment will be provided by others**
- Twenty Five percent (25%) of the proposed sell price shall be payable to LS Systems for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.



- LS Systems reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
- Submittal Packages (CAD engineered drawings and equipment submittal books) with require a minimum of 15 business days for completion depending on the size of the project (size to be determined prior to acceptance). Any special requests outside of these parameters will be accommodated based on availability at additional costs.
- Any revisions or alteration to the submitted drawings or submittal package will result in additional charges for engineering/re-engineering, re-printing and re-submitting (If the submittal package requires special NICET, UL, FPE or licensing – additional cost will be incurred)
- Any returned material **MUST** be in brand new re-sellable condition. Any items that are opened or not in their original packaging are not returnable. All items that are returned for credit are subject to a 50% restocking charge
- All invoice terms are Net 30 calendar days unless specifically noted elsewhere. We do not operate on a “paid when paid” basis. This proposal is based strictly on a Net 30 payment basis.
- LS Systems requires that all project invoices be paid to 90% prior to the project’s substantial completion.
- Warranty service is based on standard working hours 6:00am – 3:30pm Monday through Friday (excluding holidays). Warranty service after standard working hours will be provided on an overtime basis (Saturdays and Sundays are time plus half, holidays are double-time).
- Any and all equipment will require a minimum of ten business days for delivery after we receive a written release from the customer. Any special requests for delivery outside of these parameters will be accommodated based on availability at additional costs if required.
- Unless noted under “performance items” this proposal assumes that all conduit, raceway and wiring will be provided and installed by a qualified electrical contractor who is familiar with low voltage wiring and is comfortable using tools and techniques that may be required to isolate and correct wiring faults in regards to low voltage wiring.
- Additional work beyond the scope provided herein will require a signed change order prior to the project commencing in regards to LS Systems

PROJECT INVESTMENT

Price: \$6,900.00 (Six Thousand Nine Hundred Dollars)

Thank you for considering LS Systems If you have any questions or would like additional information, please don’t hesitate to contact me immediately. If you like to proceed with the scope of work as outlined in this proposal, please sign below and email/fax directly to our office.

Sincerely,

Mark Phelps

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

Authorized Agent or Representative (Print)

Purchase Order / Job Number

Authorized Agent or Representative (Sign)

Date



TERMS AND CONDITIONS

Throughout this Installation Proposal, the term "LSS" refers to the LS Systems operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Signed Date as specified in the attached scope of work, and represents the entire agreement between LSS and Customer (the "Agreement") and it may only be amended by a written document signed by both LSS and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

LSS agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work,
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,
- c. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

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

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay LSS twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, LSS will invoice Customer each month for the Work performed during the previous month.

Customer agrees to pay the amount due to LSS as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay LSS in full after the Work has been performed within thirty (30) days of the date of being invoiced.

Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to LSS, LSS shall be entitled to suspend the work until paid, and charge Customer an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse LSS costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

LSS provides the following warranty to the Customer:

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

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

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

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

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

Neither Customer nor LSS shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force



Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by LSS due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

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

Worker's Compensation Employers Liability Commercial General Liability

Statutory Limits

\$1,000,000 per occurrence/aggregate

\$1,000,000 per occurrence/aggregate

\$2,000,000 general aggregate

Automobile Liability \$1,000,000 per occurrence/aggregate

Excess/Umbrella Liability \$4,000,000 per occurrence/aggregate

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

SECTION 8. INDEMNIFICATION

LSS shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of LSS or LSS's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by LSS, or c) LSS breach of this Agreement.

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

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

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

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

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

SECTION 10. DISPUTES

In the event of any dispute between LSS and Customer, LSS and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. LSS may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by LSS. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or LSS and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or LSS shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.