

January Meeting  
Monday, January 9, 2023 7:00 PM

Media Center, Amherst School  
100 North Sycamore  
Amherst, NE 68812-0008

## **Agenda**

1. Call meeting to order
  - 1.1. Pledge of Allegiance
2. Notice of adherence to the Open Meeting Law
3. Roll Call
  - 3.1. Excuse absent Board members
4. Approval of Minutes, Claims and Reports
  - 4.1. Review previous meeting minutes
  - 4.2. Review financial reports and monthly claims
  - 4.3. Board Action on consolidated motion approving Minutes, Claims and Financial Reports
5. Public Comment
6. Reports and communications from board members.
7. Principal's Report
8. Superintendent's Report
9. Old Business
10. New Business
  - 10.1. Election of Officers
  - 10.2. Board President's appointment of members to Board Committees and Positions.
  - 10.3. Approve Transfer from Liquid Asset fund to Sampson Construction
  - 10.4. Present proposed 2022-23 School Calendar
  - 10.5. Approve bid for Camera and Door Security Systems
11. Miscellaneous or non-action items
  - 11.1. Board Retreat: February 13th, 12 p.m.
12. Adjourn

**December Meeting**  
Media Center, Amherst School  
Monday, December 12, 2022 5:00 PM

Terry Abbott: Present  
Les Adelung: Present  
Jess Day: Present  
Ryan Fisher: Present  
Karen Harmony: Present  
Casey Mitchell: Present

Visitors present: Mr. Matt Gordon, Mr. Roger Thomsen, Darla Juhl, Bev Anderson, Lacey Schroeder, Denver Hartwell

Motion to approve Minutes, Claims, and Financial Reports. This motion, made by Ryan Fisher and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve on Policy 234, Agenda Format. This motion, made by Casey Mitchell and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the 2021-2022 Audit. This motion, made by Les Adelung and seconded by Karen Harmony, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the November payment from the Nebraska Liquid Asset Fund to Sampson Construction for \$909,198.00. This motion, made by Les Adelung and seconded by Ryan Fisher, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the Negotiated agreement for the 2023-24 school year as presented. This motion, made by Casey Mitchell and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the purchase of new Volleyball nets and ref stand for \$6600. This motion, made by Ryan Fisher and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to enter executive session 6:14 PM. This motion, made by Terry Abbott and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmoney: Yea, Casey Mitchell: Yea

Motion to exit executive session 6:33PM. This motion, made by Casey Mitchell and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmoney: Yea, Casey Mitchell: Yea

Motion to adjourn at 6:34PM. This motion, made by Casey Mitchell and seconded by Ryan Fisher, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmoney: Yea, Casey Mitchell: Yea

President Adelung began the Regular Board Meeting in the Media Center at 5:00 PM. President Adelung made known the location of the "Open Meetings Law" poster, which is hanging on the Media Center's wall. Mr. Gordon congratulated Mr. Thomsen on his NASSP award and presented on the results from the State AQUEST. Mr. Thomsen updated on the parking lot lights. The Board reviewed Mr. Gordon's Superintendent Evaluation for Fall of 2022.

The next regular Board meeting will be held Monday, January 9, 2023, at 7 pm in the media center.

### FINANCIAL REPORT For December 31, 2022

Fund	Bank	Interest	Co. Treas	NSDLAF	Int.	TOTAL	Mo. Intr.	Balances
	12/31/22		11/30/22	12/31/22		12/31/22		12/31/21
<b>General</b>	1,159,785.77	639.82	19,206.00	503,763.38	1,597.76	1,663,549.15	2,237.58	2,259,901.68
CD								
<b>Lunch</b>	34,044.40	0.89				34,044.40	0.89	29,814.43
<b>Petty Cash</b>	1,850.16					1,850.16		1,791.57
<b>Activity</b>	219,875.96	26.21				219,875.96	26.21	209,453.43
<b>Retirement</b>	46,156.67					46,156.67		41,943.41
<b>Spe. Bld.</b>	50,821.99	20.58	1,576.04	237.35	0.64	51,059.34	21.22	1,573,396.47
CD								
<b>Handicp</b>	1,110.33	0.37		509.66	1.62	1,619.99	1.99	1,106.31
<b>Deprec.</b>	556,495.13	206.04		444.40	1.41	556,939.53	207.45	597,933.56
<b>Unemployment</b>	9,049.48			2,251.34	7.14	11,300.82	7.14	9,049.48
<b>Caf. Plan</b>	9,112.60					9,112.60		7,530.03
<b>Bond</b>	112.53	9.00	23.53			112.53	9.00	108,199.76
<b>Construction</b>	-	-		7,725,555.57	24502.78	7,725,555.57	24,502.78	9,107,565.89
<b>TOTAL</b>	\$ 2,088,415.02	\$ 902.91	\$ 20,805.57	\$ 8,232,761.70	\$ 26,111.35	\$ 10,321,176.72	\$ 27,014.26	\$ 13,947,686.02

interest .7% General fund, Bond Fund, Special Building, and Depreciation Funds  
 interest .1% on all other accounts Liquid Asset Fund 3.97%

	Budgeted	Spent to Date	Budget percentage
General Fund	\$ 5,435,500.00	\$ 1,711,631	1.84%
Lunch Fund	\$ 270,500.00	\$ 108,697	-6.85%

Construction Project Account Spending			
Construction			\$ 3,287,824.20
Depreciation			\$ 43,231.60
General Fund			\$ 1,195,986.90
Special Building			\$ 2,003,124.80
<b>Total Project Spending</b>			<b>\$ 6,530,167.50</b>

DATE	CK#	ACCOUNT (specoia/g/aepf/gen/constr)	VENDOR	DESCRIPTION	Disbursed
1/11/21	33060	general	Buffalo County Election Commissioner	election costs	\$ 100.00
8/9/21	33554	general	Wilkins Architecture Design Planning LLC	inv 4400 and	\$ 4,100.00
9/11/21	33627	general	Wilkins Architecture Design Planning LLC	inv 4526	\$ 1,300.00
10/10/21	33703	general	Wilkins Architecture Design Planning LLC	bal due plus mileage, inv 4548	\$ 1,333.92
11/7/21	33778	general	Wilkins Architecture Design Planning LLC	inv 4602	\$ 1,300.00
12/11/21	33844	general	Wilkins Architecture Design Planning LLC	bal due, inv 4686	\$ 163,185.18
12/11/21	33801	general	Buffalo County Election Commissioner	election costs	\$ 3,746.91
2/14/22	33981	general	Wilkins Architecture Design Planning LLC	1/20 invoice, inv: 4757 and 4744	\$ 195,992.92
3/13/22	34037	general	Wilkins Architecture Design Planning LLC	services, inv 4800	\$ 183,690.11
4/10/22	34105	general	Wilkins Architecture Design Planning LLC	bal due, inv 4844	\$ 62,267.50
5/8/22	34179	general	Wilkins Architecture Design Planning LLC	inv 4882	\$ 41,614.87
5/11/22	34183	general	Dawson Public Power	construction charge	\$ 28,655.13
6/12/22	34209	general	Dawson Public Power	aid to construction	\$ 3,935.00
6/12/22	34246	general	Black Hills Energy	service relocation	\$ 17,353.62
7/8/22	34315	general	Wilkins Architecture Design Planning LLC	services, inv 4914	\$ 10,241.33
7/8/22	34294	general	Nickman Brothers LLC	tear concrete footing with backhoe	\$ 1,125.00
7/8/22	34260	general	B2 Environmental	inspection prior to demolition of house	\$ 750.00
8/6/22	34383	general	Wilkins Architecture Design Planning LLC	billing through 8/1/22	\$ 10,218.71
8/6/22	34373	general	Sampson Construction Co Inc	site support, permit, insurance	\$ 141,945.00
8/6/22	02208 01	special building	Sampson Construction Co Inc	payment	\$ 149,645.00
8/6/22	2208f01	depreciation	Sampson Construction Co Inc	selective demolition	\$ 2,638.00
9/11/22		general	Wilkins Architecture Design Planning LLC	billing through 9/222	\$ 10,214.84
9/11/22		general	Sampson Construction Co Inc	site support, permit, insurance	\$ 54,173.70
9/11/22		special building	Sampson Construction Co Inc	payment	\$ 537,898.50
9/11/22		Depreciation	Sampson Construction Co Inc	selective demolition	\$ 12,600.00
10/10/22		general	Wilkins Architecture Design Planning LLC	billing through 10/22	\$ 10,214.84
10/10/22		general	Sampson Construction Co Inc		\$ 17,925.30
10/10/22		special building	Sampson Construction Co Inc		\$ 1,315,581.30
10/10/22		Depreciation	Sampson Construction Co Inc		\$ 8,193.60
11/14/22		general	Wilkins Architecture Design Planning LLC		\$ 10,198.10
11/14/22		Construction	Sampson Construction Co Inc		\$ 1,467,945.00
11/14/22		depreciation	Sampson Construction Co Inc		\$ 19,800.00
11/14/22		general	Sampson Construction Co Inc		\$ 62,739.00
12/12/22		general	Wilkins Architecture Design Planning LLC		\$ 10,253.01
1/6/23		Construction	Sampson Construction Co Inc		\$ 909,198.00
1/6/23		general	Sampson Construction Co Inc		\$ 157,572.90
				Total Costs To date	\$ 5,629,646.29
Bond Purchase \$	81,550.00	*Cost so purchase bonds***			
Total Project Sp	\$ 5,711,196.29			Non-GMP spending to date	\$ 55,665.66

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 12/31/2022  
ARCHITECT'S PROJECT NO: 21072

**AMHERST PUBLIC SCHOOLS ADDITION/RENOVATION**

ITEM NO.	Description of Work	Scheduled Value	WORK COMPLETED		MATERIAL PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	TOTAL TO BE PAID	ACCOUNT (GEN, CONST, DEP, SPE)
			From Previous Application D+E	This Period							
1	EXCAVATION & GRADING	226,637	112,213	0	0	112,213	50%	114,424	11,221	0	
2	TERMITE PROTECTION	4,500	840	0	0	840	19%	3,660	84	0	
3	SELECTIVE DEMOLITION	181,666	48,035	0	0	48,035	26%	133,631	4,804	0	
4	FENCE	2,500	0	0	0	0		2,500	0	0	
5	RESTEEL	148,616	104,984	23,488	0	128,472	86%	20,144	12,847	21139	CONSTRUCTION
6	CONCRETE	877,405	655,206	0	0	655,206	75%	222,199	65,521	0	
7	PRECAST HOLLOW CORE	39,600	39,600	0	0	39,600	100%		3,960	0	
8	MASONRY	391,150	335,746	0	0	335,746	86%	55,404	33,575	0	
9	STEEL MATERIAL	471,351	385,605	0	0	385,605	82%	85,746	38,561	0	
10	STEEL & PRECAST ERECTION	482,210	290,000	40,500	0	330,500	69%	151,710	33,050	36450	CONSTRUCTION
11	ROUGH CARPENTRY	105,349	19,362	2,360	0	21,722	21%	83,627	2,172	2124	CONSTRUCTION
12	CASEWORK	128,383	17,259	0	0	17,259	13%	111,124	1,726	0	
13	FINISH CARPENTRY	90,330	0	0	0	0		90,330	0	0	
14	EXPANSION JOINTS	14,932	14,932	0	0	14,932	100%		1,493	0	
15	METAL WALL PANELS/SOFFIT	6,240	0	0	0	0		6,240	0	0	
16	ROOFING	258,874	221,159	11,682	0	232,841	90%	26,033	23,284	10514	CONSTRUCTION
17	TRANSLUCENT PANELS	31,345	0	0	0	0		31,345	0	0	
18	JOINT SEALANTS	23,313	0	0	0	0		23,313	0	0	
19	DOORS/FRAMES/HARDWARE	205,938	205,480	0	0	205,480	100%	458	20,548	0	
20	OVERHEAD DOORS	62,016	0	0	0	0		62,016	0	0	
21	ALUMINUM GLASS/GLAZING/CURTAINWALL	126,594	21,691	0	0	21,691	17%	104,903	2,169	0	
22	DRYWALL	1,448,730	520,500	320,000	0	840,500	58%	608,230	84,050	288000	CONSTRUCTION
23	ACOUSTICAL CEILINGS	138,274	0	5,800	0	5,800	4%	132,474	580	5220	CONSTRUCTION
24	CARPET/CERAMIC TILE	163,439	93,380	0	0	93,380	57%	70,059	9,338	0	
25	GYM WOOD FLOOR	158,180	0	0	0	0		158,180	0	0	
26	PAINTING/POLISHED FLOORS	254,289	21,400	0	0	21,400	8%	232,889	2,140	0	
27	SPECIALTIES	69,243	0	2,204	0	2,204	3%	67,039	220	1984	CONSTRUCTION
28	SIGNAGE	16,884	0	0	0	0		16,884	0	0	
29	FLAGPOLE	3,095	0	0	0	0		3,095	0	0	
30	LOCKERS	67,609	0	0	0	0		67,609	0	0	
31	ACCESS DOORS	720	0	0	0	0		720	0	0	
32	ATHLETIC EQUIPMENT	64,240	0	0	0	0		64,240	0	0	
33	BLINDS	11,800	0	2,460	0	2,460	21%	9,340	246	2214	CONSTRUCTION
34	PRE-ENGINEERED METAL BUILDING	630,814	614,462	0	0	614,462	97%	16,352	61,446	0	
35	PRE-ENGINEERED METAL BUILDING INSULATION	62,450	42,450	0	0	42,450	68%	20,000	4,245	0	
36	FIRE PROTECTION SYSTEMS	149,525	12,570	54,840	0	67,410	45%	82,115	6,741	49356	CONSTRUCTION
37	SITE UTILITIES/MECHANICAL	2,267,610	533,371	398,964	0	932,335	41%	1,335,275	93,234	359068	CONSTRUCTION
38	ELECTRICAL	1,025,497	409,279	125,794	0	535,073	52%	490,424	53,507	113215	CONSTRUCTION
39	GENERAL CONDITIONS/SITE SUPPORT	1,029,888	446,757	0	0	446,757	43%	583,131	44,676	0	
40	PRECONSTRUCTION SERVICES	10,000	10,000	0	0	10,000	100%		1,000	0	
41	BUILDING PERMIT	25	25	0	0	25	100%		3	0	
42	MATERIAL TESTING & INSPECTION ALLOWANCE	45,000	20,196	2,127	0	22,323	50%	22,677	2,232	1914	CONSTRUCTION
43	SURVEYING ALLOWANCE	35,000	9,084	0	0	9,084	26%	25,916	908	0	
44	BUILDERS RISK	23,192	23,064	128	0	23,192	100%		2,319	115	CONSTRUCTION
45	GENERAL LIABILITY INSURANCE	34,858	15,260	2,789	0	18,049	52%	16,809	1,805	2510	CONSTRUCTION
46	CM CONTINGENCY	313,184	0	0	0	0		313,184	0	0	
47	FEE@ 1.85%	219,270	97,013	18,373	0	115,386	53%	103,884	11,539	16536	CONSTRUCTION
48	BOND	57,054	56,695	359	0	57,054	100%		5,705	323	CONSTRUCTION
	<b>GRAND TOTALS</b>	<b>12,178,819</b>	<b>5,397,618</b>	<b>1,011,868</b>	<b>0</b>	<b>6,409,486</b>	<b>53%</b>	<b>5,769,333</b>	<b>640,949</b>	<b>910,681</b>	

ACCOUNT TOTALS 12/31/2022	
TOTALS CONSTRUCTION	\$ 910,681.20
TOTALS DEPRECIATION	\$ -
TOTALS GENERAL	\$ -
TOTALS SPECIAL	\$ -
CERTIFIED AMMOUNT	\$ 910,681

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
<b>01 - GENERAL FUND</b>				
	00034685	01/08/2023	Am. Family Life Assurance Co	1,793.03
	00034686	01/08/2023	AFLAC	226.04
	00034687	01/08/2023	Apple, Inc.	2,990.00
	00034688	01/08/2023	DAS State Accounting - Central Finance	238.13
	00034689	01/08/2023	ASK Supply Co.	4,794.71
	00034690	01/08/2023	Heartland Bank	35.00
	00034691	01/08/2023	Blue Cross-Blue Shield	52,789.96
	00034692	01/08/2023	Brooklyn Publishers, LLC	68.00
	00034693	01/08/2023	Buffalo County Election Commissioner	128.37
	00034694	01/08/2023	Cash Drawer-amherst School	70.51
	00034695	01/08/2023	Coachmaster's Inc	5,087.15
	00034696	01/08/2023	Culligan of Kearney	138.00
	00034697	01/08/2023	Dana F. Cole & Company, LLP	2,300.00
	00034698	01/08/2023	Dawson Co Pub Power	5,483.54
	00034699	01/08/2023	Domino's Pizza	14.00
	00034700	01/08/2023	Eakes Office Plus	1,596.21
	00034701	01/08/2023	Ecolab Pest Elimination	73.42
	00034702	01/08/2023	Erin M. McCartney, Chapter 13 Trustee	425.00
	00034703	01/08/2023	ESU 10	30,046.35
	00034704	01/08/2023	First Bankcard	1,551.78
	00034705	01/08/2023	Frontier	245.89
	00034706	01/08/2023	Matt Gordon	250.00
	00034707	01/08/2023	Heartland Bank	46,117.92
	00034708	01/08/2023	HireRight Solutions, Inc	205.90
	00034709	01/08/2023	Hometown Leasing	492.30
	00034710	01/08/2023	Horace Mann	24.66
	00034711	01/08/2023	Kearney Towing & Repair Center Inc.	1,082.65
	00034712	01/08/2023	KSB School Law	65.00
	00034713	01/08/2023	Menards - Kearney	570.61
	00034714	01/08/2023	Midwest Floor Specialists	3,661.00
	00034715	01/08/2023	Miscellaneous Cash Account	1,713.24
	00034716	01/08/2023	Misko Sports Inc	290.00
	00034717	01/08/2023	T&T Mobile Washing	338.75
	00034718	01/08/2023	NCS Pearson, Inc	17.60
	00034719	01/08/2023	Pioneer Drama Service, Inc.	397.25
	00034720	01/08/2023	PowerSchool Group LLC	5,529.21
	00034721	01/08/2023	Principal Life	811.49
	00034722	01/08/2023	Ravenna Sanitation	445.00
	00034723	01/08/2023	Retirement	40,727.51
	00034724	01/08/2023	Heartland Bank	6,216.92

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00034725	01/08/2023	Anita Smith	100.23
	00034726	01/08/2023	Black Hills Energy	3,413.78
	00034727	01/08/2023	SPARQ Data Solutions	2,300.00
	00034728	01/08/2023	Heartland Bank	4,323.36
	00034729	01/08/2023	Todd's Auto Repair	2,482.43
	00034730	01/08/2023	Trane U.S. Inc	152,622.19
	00034731	01/08/2023	Verizon Wireless	142.87
	00034732	01/08/2023	Village Of Amherst Water Dept	426.70
	00034733	01/08/2023	Wilkins Architecture Design Planning LLC	10,243.74
	00034734	01/08/2023	Yandas Music	112.60
<b>01 - GENERAL FUND Totals:</b>				<b>395,220.00</b>
<b>06 - LUNCH FUND</b>				
	00004516	01/08/2023	Cash-wa Dist Co	11,437.82
	00004517	01/08/2023	Domino's Pizza	420.00
	00004518	01/08/2023	Heartland Bank	1,083.20
	00004519	01/08/2023	Retirement	1,144.93
	00004520	01/08/2023	Heartland Bank	129.56
<b>06 - LUNCH FUND Totals:</b>				<b>14,215.51</b>
<b>Report Total:</b>				<b>409,435.51</b>



# 2023-2024 Amherst Public Schools

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August	
7	First Day of Fall Practices
8	Teacher Workday / In-service
9	Teacher Workday / In-service
10	PK-12 Student First Day
18T / 16 S	

September	
4	Labor Day - No School
20 T / 20 S	

October	
13	End of 1st Quarter
20	NO SCHOOL Fall Break - State CC
26	1:34 dismiss PT Conference 3:00-8:00
27	NO SCHOOL
20 T / 19.5 S	

November	
3	NO School - State Volleyball
13	Winter sports practice begins
22	No School - Thanksgiving Break
23	No School - Thanksgiving Break
24	No School - Thanksgiving Break
18 T / 18 S	

December	
19-20	Secondary Semester Tests
20	End of 2nd Quarter / 1st Semester
21	NO SCHOOL - Teacher In-Service
23-27	Sports moratorium
Student Days: 87.5 / Teacher Days: 91	
15 T / 14 S	

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

January	
1	NO SCHOOL
2	NO SCHOOL
3	NO SCHOOL Teacher Workday / In-Service
4	Classes Resume - Beginning of 3rd Quarter
26	NO SCHOOL
20 T / 19S	

February	
8	Dismiss at 1:34 / P/T Conferences 3:00 - 7:00 PM
9	NO SCHOOL -Teacher In-Service District Wrestling
16	No School - State Wrestling
26	Spring sports practice begins
19 T / 17.5 S	

March	
1	NO SCHOOL - State Girls Basketball
7	3rd Qtr Ends (43 days)
8	NO SCHOOL - State Boys Basketball
29	NO SCHOOL - Easter Break
21 T / 21 S	

April	
1	NO SCHOOL - Easter Break
18 T / 18 S	

May	
11	Commencement
14/15	Secondary Semester Test
16	Last day of School 11 AM dismiss
17	NO SCHOOL -Teacher In-Service
17/18	State Track & 21/22 State Golf
13 T / 12.5 S	

Student Days Year: 175.5 / Teacher Days Year: 182

EEA Technologies Inc  
 1818 Central Ave  
 Kearney, NE 68847 US  
 308-627-2671  
 dustin@methe.us

# Estimate 1202

<b>ADDRESS</b>	<b>SHIP TO</b>	<b>DATE</b>	<b>TOTAL</b>
Amherst Public Schools 100 North Sycamore Amherst, Ne 68812	Amherst Public Schools 100 North Sycamore Amherst, Ne 68812	01/04/2023	\$105,151.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		The camera system is a Wisenet made by Samsung,			
01/04/2023	<b>64 Camera NVR</b>	64 Camera NVR	1	10,720.00	10,720.00
01/04/2023	<b>Camera</b>	270 Degree Camera	3	3,135.00	9,405.00
01/04/2023	<b>Camera</b>	180 Degree Camera	6	1,640.00	9,840.00
01/04/2023	<b>Camera</b>	Dome Camera	38	370.00	14,060.00
01/04/2023	<b>Labor</b>	Running wires, mounting, and replacing cameras	1	12,750.00	12,750.00
01/04/2023	<b>Cat 6</b>	Cat 6 - Data Cable	12,500	0.35	4,375.00
01/04/2023	<b>Misc.</b>	Camera Mounts, hardware, Conduit, etc	1	5,240.00	5,240.00
01/04/2023	<b>Ubiquiti Managed Switch</b>	Ubiquiti Managed Switch	3	685.00	2,055.00
					Subtotal: 68,445.00
01/04/2023	<b>Rosslare Access Control</b>		5	1,635.00	8,175.00
01/04/2023	<b>Rosslare Smart Reader</b>		10	195.00	1,950.00
01/04/2023	<b>Door Sensor</b>	Magnetic door sensors	39	45.00	1,755.00
01/04/2023	<b>TID 600R Intercom</b>	Video Intercom	1	1,160.00	1,160.00
01/04/2023	<b>FT CARD READER WIRE</b>		2,500	0.39	975.00
01/04/2023	<b>Altronix Power Supply</b>	Door Strike Power Supply	4	379.00	1,516.00
01/04/2023	<b>18-2 POWER SUPPLY WIRE</b>	18-2 POWER SUPPLY WIRE	16,250	0.30	4,875.00
01/04/2023	<b>Labor</b>	Running wires, installation and programming	1	13,000.00	13,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/04/2023	Misc.	Hardware, Wire moulding, Conduit, etc	1	3,300.00	3,300.00
					Subtotal: 36,706.00

SUBTOTAL	105,151.00
TAX	0.00

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TOTAL	<b>\$105,151.00</b>
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THANK YOU.

Accepted By

Accepted Date



## Camera System and Access Control

Presented to  
**Amherst Public Schools**

**Date:**  
**January 5, 2023**

**CONTACT:**  
Mr. Adam Jurgens  
Hamilton Telecommunications  
402.694.7293  
[adam.jurgens@hamiltontel.com](mailto:adam.jurgens@hamiltontel.com)

## HAMILTON TELECOMMUNICATIONS

1006 12<sup>th</sup> St. • Aurora, NE 68818  
Phone: (402) 694-5101 • Fax: (402) 694-2848  
[www.hamiltonisbusiness.com](http://www.hamiltonisbusiness.com)

1229 Allen Dr # E • Grand Island, NE 68803  
Phone: (308) 381-1000

### Primary Contact Information

Name: Ryan Wineteer  
Title: Business Development Manager  
Email: [ryan.wineteer@hamiltontel.com](mailto:ryan.wineteer@hamiltontel.com)  
Telephone: 402-694-7317

## INTRODUCTION

Hamilton Telecommunications is a diversified communications and technology services provider based in Aurora, Neb. Founded in 1901 in Hamilton County, Neb., Hamilton has grown to encompass eight primary company divisions and has become one of the leading independent communications companies in the U.S. Hamilton provides contracted services to 25 states and U.S. territories and provides many of our services nationwide.

## PRODUCTS & SERVICES

- Managed IT and Network Management
- Computer Sales & Service
- Managed Hosting & Data Center Colocation
- Business Phone Systems
- Security and Access Control Solutions
- Cabling & Fiber Installation
- Broadband Internet Services
- Local & Long Distance Telephone
- Data Transport Services
- Telecommunications Relay & Captioned Telephone Services
- Digital IPTV – Cobalt TV
- Next Generation 9-1-1 Services



## HAMILTON CAPABILITIES

Hamilton has been serving the businesses of Central Nebraska for more than three decades with quality solutions for all of their business IT, network, and telecommunications needs. Hamilton delivers personalized service and support from expert technicians. Hamilton brings a wealth of experience in data solutions for businesses, including data hardware installation and maintenance, fully managed software support, and 24/7 contract labor support. Supporting many of the largest enterprise businesses coupled with operating two secure, redundant, and geographically diverse data centers in central Nebraska, Hamilton is the premier technology company for all of your business IT needs.

## SUPPLIERS & TEAMING PARTNERS

Microsoft, VMware, Lenovo, Equus, Avaya, Sophos, Beachhead, Aruba, Anixter, Sonicwall, N-Able, Ingram-Micro, Synnex, Hewlett Packard, Jenne

## MAJOR PAST PERFORMANCES

- Hamilton provides network design, support, and maintenance for numerous companies with annual revenues ranging from \$100,000 to \$1,000,000,000.
- For more than 30 years, Hamilton has provided core network services and network monitoring across 23 states.
- Hamilton is contracted for a multimillion-dollar transport and bandwidth agreement with a major national satellite internet provider.
- Hamilton Relay, a division of Hamilton Telecommunications, offers a variety of services including Traditional Relay Services, Captioned Telephone, and Internet Relay services. Hamilton provides Traditional Relay and/or Captioned Telephone services to 25 states and U.S. territories. More information is available at [www.hamiltonrelay.com](http://www.hamiltonrelay.com).
- Hamilton provides Internet, Voice, and Video service over 6,000 sq. miles in Nebraska.
- Hamilton is one of five owners of OPTK Networks, the preeminent statewide fiber optic transport and internet provider in Nebraska.

# REFERENCES

## **Grand Island Public Schools**

(308)-385-5900

Cory Gearhart

Chief Information Officer

Network Cabling project

- Over 1200 drops of Cat6A cabling
- New fiber backbone
- Removal of discontinued network cabling

## **Grand Island Northwest Public Schools**

(308)-385-6398

Dr. Jeff Edwards

Superintendent

- High School biometric access control solution including required cabling infrastructure.

## **Aurora Public Schools**

(402)-694-6923

Jody Phillips

Superintendent

- Campus LAN rewiring project
- Campus WAN fiber backbone installation
- Campus security camera implementation and management
- Campus phone system installation and maintenance
- Campus biometric access control solution
- Campus IP clock and paging system

## **Hampton Public Schools**

(402) 725-3116

Holly Herzberg

Superintendent

- Campus LAN CAT 6A cabling project
- Campus Wi-Fi system installation and support

# PURCHASE DETAIL

## Project 1 - Panasonic Camera System

Project Notes: Purchase and install of Panasonic camera system as proposed on provided documents. Cameras have a five (5) year warranty.

<u>Quantity</u>	<u>Equipment List</u>
1	16GB Ram, 60 TB Storage, 48TB Usable Raid 5, 3 Year Warranty
6	4 x 3 4K Multi-Sensor Camera
6	Corner Mount Brackets
6	Camera Shroud Bracket
6	Outdoor Wall Mount
1	12 MP 360 degree camera
1	4K Outdoor Dome Camera
1	Wall Mount Bracket
1	Camera Shroud Bracket
25	4 MP Indoor Dome Camera
2	4k Indoor Dome Camera
3	5 MP Indoor Dome Camera
7500	Cat 6 Cable
76	Cat 6 HD Ends
3	Blank Patch Panel
1	Misc. Equipment, Network Certification, Fire Caulking, and Shipping
1	Trip Charge
95	Hamilton Professional Labor

**Total - \$54,629.77**

## Option 1 - Camera Additions

Project Notes: Hamilton proposes adding a camera in the band room due to value of equipment and concessions area due to handling of cash.

1	4K Indoor Dome - Band Room
1	4MP Indoor Dome - Concession Area
2	Cable, Ends, Labor

**Total - \$1,888.03**

**Project 2 - Door Access Controls**

Project Notes: Door access control purchase and install as proposed on provided documents.

10	Door Controller
1	16 Channel Input Expansion Board
2	8 Door Access Control Panel
5	Door License
2	RPK40 Keypad Card Reader
9	RP15 Card Reader
1	VMS Camera License - For 1X PRO camera
32	Door Contracts
1	IP Video Door Station
1	IP Video Master Station with 7: Touchscreen
1	Altronix Power Supply - 16 Outputs
2750	Cat 6 Cable
3000	18 Gauge 2 Conductor Wire
250	18 Gauge 10 Conductor Wire
10	Hoffman Enclosure - 10"x10"x6"
100	iClassKey Fobs
1	Misc. Equipment, Network Certification, Fire Caulking, and Shipping
1	Trip Charge
90	Hamilton Professional Labor

**Total - \$36,587.57**

- 1 This quote is based upon known information and work described above. Should new information or changes affect the estimate, HIS will contact you immediately for review and approval.
- 2 Quoted equipment and pricing are subject to availability and pricing from our distributors. To ensure pricing and availability of the products described in this quote, orders should be placed as soon after this quote as possible.
- 3 Quoted prices do not include applicable taxes. Those charges will be calculated and charged accordingly.



# **Proposal: New Camera & Access Control Systems**

**Prepared for:**  
Amherst Public Schools

**Prepared by:**  
Justin Peppard

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We see beyond in everything we do. Beyond titles or tasks. Beyond today's challenges and tomorrow's goal. When someone, colleague or client, is in need we are there ready to find a way to help. This philosophy carries through our office locations, in the field, and across our communities. Doing what's right, even when no one is watching. That's Kidwell.



Prepared For:

**Amherst Public Schools**

Matt Gordon  
100 N Sycamore  
PO Box 8  
Amherst, NE 68812  
United States

Prepared By:

**Justin Peppard**

jpeppard@kidwellinc.com  
KIDQ17956  
12/2/2022

**New Camera & Access Control Systems**

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**Project Scope:**

Kidwell will provide and install a new video surveillance & access control system for Amherst Public Schools.

Kidwell is not responsible for schedule delays caused by others and/or material delays.

**Engineering:**

New Camera & Access Control Systems.

Video Surveillance:

- o (1) Avigilon Standard 32TB NVR w/Windows Server 2019 LTSC
- o (36) ACC7 Standard edition camera licenses.
- o (1) 3MP video intercom.
- o (2) 3MP outdoor dome camera w/IR.
- o (3) 5MP indoor dome camera w/IR.
- o (6) 5MP outdoor dome camera w/IR.
- o (1) 5MP D1 mini-dome camera w/IR.
- o (11) 5MP D2 mini-dome camera w/IR.
- o (3) 10MP dual head camera w/IR.
- o (9) 24MP multi-sensor 270° camera.

Continued on following page.

Engineering (continued):

Access Control:

- o (1) ACM6 Professional appliance for 16 readers.
- o (1) Rack mount shelf.
- o (1) ACM6 LDAP directory software license.
- o (100) HID prox cards.
- o (10) HID multiCLASS card readers.
- o (21) Connect electrified door hardware by others.
- o (39) Door position sensors.
- o (2) Overhead door sensors.
- o (10) RTE motion sensors.
- o (4) Door interface relays.
- o (2) Intelligent door controllers.
- o (5) Series 3 two-reader interface modules.
- o (2) 16 zone input monitor modules.
- o (1) 16 door LifeSafety access control cabinet.
- o (1) 8 door LifeSafety access control cabinet.
- o (2) 2 door LifeSafety access control cabinet.
- o (1) Desk/Counter door release button.

Kidwell will provide and install all required cabling.

All conduit rough-ins by others.

A lift rental has been included in this proposal.

## Notes:

Proposal assumes that all existing/owner-provided equipment is functioning properly and is in good working condition.

Proposal assumes that existing conduits and raceways are free from obstructions and can be re-used.

Surface raceway will be used in areas where new cabling cannot be concealed above accessible ceilings or hollow walls.

Kidwell has included one (1) hour of owner training in each option.

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Important Contact Information:

Kidwell Support: [dispatch@kidwellinc.com](mailto:dispatch@kidwellinc.com) - 402.473.7788

## Items Not Included:

- Virtual Server or PC.
- Network switches.
- Door or camera rough-ins.
- Card printer or card printing license.
- Floor or wall mount data rack.
- Electrified door hardware.
- Local power supplies.
- Uninterruptable power supplies (UPS).
- Monitor or display.
- Patching or painting.
- Ceiling tile replacement.
- Any 120V work.
- Conduit or raceway, unless noted above.
- Configurations to owners' network.
- Warranty on any existing equipment.
- Network connection between buildings.

**Hardware**

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1.00	NVR5 STD 32TB 2U Rack Mnt; WS19 NA
1.00	3.0 MP; H4 Video Intercom; WDR; LightCatcher; Day/Night; 1.83mm f/2.4; Integrated IR; Recessed Mount
2.00	3.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.1-8.4mm f/1.6; Integrated IR
3.00	5.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.1-8.4mm f/1.6; Integrated IR
6.00	5.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.1-8.4mm f/1.6; Integrated IR
1.00	5MP H6M Indoor Mini Dome IR Camera with 2.4mm Lens
11.00	5MP H6M Indoor Mini Dome IR Camera with Wide Angle 2.4mm Lens
3.00	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR
9.00	3x 8 MP; WDR; LightCatcher; 4mm; Camera Only
35.00	Plenum-Rated CAT6 Cabling Runs

**Software**

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36.00	ACC 7 Standard camera channel
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**Services & Other Totals**

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Programming/System Installation	Included
Owner Training (One Hour)	Included
Lift Rental	Included
Service Agreement - Year 1	Included

**Hardware**


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1.00	Access Control Manager Professional 6 – Web-Based PACS Professional Appliance for 16 Readers
1.00	19" 1U cantilever shelf, 13" (350mm) deep, 40lbs (18kg) capacity
100.00	ISOProx II Card, PVC, Prog <ul style="list-style-type: none"> <li>o Front: White PVC w/ Gloss Finish</li> <li>o Back: White PVC w/ Gloss Finish, Seq Match Encoded/Print, No Slot punch, Print Vertical and Horizontal Slot Indicators</li> </ul>
10.00	RP40 MultiClass Reader, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keypad, Wiegand, Pigtail Cable: 18" (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black
10.00	Request To Exit Detector
4.00	Door Interface Relay, 12/24 VAC/DC
2.00	Intelligent Controller, Linux Based with 2 doors, 8 inputs and 4 outputs, expandable up to 64 doors
5.00	Series 3B Two-Reader Interface Module
2.00	16 Zone Input Monitor Module with 2 relays
1.00	Sixteen Door Mercury Dual Voltage Integrated Power System
1.00	Eight Door Mercury Dual Voltage Integrated Power System
2.00	Two Door Mercury Dual Voltage Integrated Power System
1.00	Under-Desk Door Release with Momentary Action Switch, Push Button Controlled
26.00	Composite Access Control Cabling Runs
2.00	Plenum-Rated CAT6 Cabling Runs

**Software**


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1.00	Access Control Manager 6 LDAP Directory Connectivity Software License
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**Services & Other Totals**


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Programming/System Installation	Included
Labor to connect electrified hardware by others (21)	Included
Owner Training (One Hour)	Included
Lift Rental	Included
Service Agreement - Year 1	Included



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## Proposal Summary

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Avigilon Cameras: \$89,995.00

Avigilon Access Control: \$49,875.00

Yes, I would like to accept this option.

No, I would like to decline this option.

3-Year Service Agreement: \$6,125.00

Yes, I would like to accept this option.

No, I would like to decline this option.

5-Year Service Agreement: \$8,765.00

Yes, I would like to accept this option.

No, I would like to decline this option.

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\* By signing, CUSTOMER ACKNOWLEDGES that they have reviewed and understand all attached terms and conditions of this agreement.

**Notes:**

\* Sales Tax has not been included in this proposal.

**Terms:**

\* 50% Down Required before any work can begin

\* Remaining Payment to be made as follows: MONTHLY - ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

\* Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

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Authorized Kidwell Representative: John Wiechman Date: 12/2/2022

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**LINCOLN**

3333 Folkways Circle  
Lincoln, NE 68504  
Tel 402.475.9151

**OMAHA**

7050 S 110th St  
La Vista, NE 68128  
Tel 402.333.2333

**KEARNEY**

414 East 6th Street  
Kearney, NE 68847  
Tel 308.233.5111

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**Quote Valid 10 Days from Proposal Date**



Serving  
Nebraska  
Since 1948



## Service Level Agreement

### Kidwell Service is 24 x 365

Emergency trouble tickets will be responded to within 24 hours of receipt of call, 7 days a week, 24 hours per day. National Holidays included.

### Under Service Level, Company shall use reasonable efforts to accomplish the following:

- Replace or repair parts under covered equipment
- To respond within four (4) hours from receipt of an emergency trouble call with a qualified technician.
- Remote Support for Service-Related issues

## Integrated Systems Support Maintenance Schedule

Available Term Options: 1, 3, or 5 years

### Contract Covered Maintenance

Daily	Monthly	Yearly
24 x 7x 365 Centralized Monitoring	Centralized Patch Management	Software Version Updates
Anti-Virus & Malware Protection	Remote System Health Checks	System Check-up
Dual Factor Login Security & Logging		Annual System Training & Assessment
		Covered Equipment License Subscription Updates

**Renewal Fees:** Customer agrees to pay support amount plus taxes in advance. 90 days prior to expiration of terms, Customer will be invoiced for support amount. Customer agrees to pay Fees plus taxes in advance.

**Equipment Itemization:** The "Equipment" consists of all items on the Kidwell Proposal under the headings of "Covered Equipment" If additional equipment, licensing, or software is added to schedule, the periodic charge will be revised.

All customer requests for service shall be made by telephone to 402-473-7788 or [dispatch@kidwellinc.com](mailto:dispatch@kidwellinc.com). Expect as noted above, response times begin upon receipt by Company of a trouble call made to this number.



## Additional Notes & Payment Terms

### Notes:

- 1) No sales tax has been included for material and labor in this proposal.
- 2) If you are a Tax-Exempt Organization; No material will be purchased prior to Kidwell receiving a valid Nebraska Form 13 and or 17.
- 3) All other required taxes will be charged and added to the proposal price on invoicing.
- 4) Proposal does not include any patching, painting, or repair of any surface.
- 5) Proposal assumes all work can be completed during Kidwell's normal business hours unless otherwise agreed upon.
- 6) Proposal assumes project phases (if any) will be performed in succession & will not require Kidwell to leave the job site between phases.
- 7) Proposal does not include any ceiling removal or replacement.
- 8) Proposal does not include infectious control procedures.
- 9) Proposal assumes all cabling to be ran free-aired in accessible ceiling.
- 10) Proposal assumes walls can be fished down.
- 11) Proposal does not include any warranty on owner supplied material or equipment.
- 12) Proposal does not include any discovery allowances.
- 13) The following items are not included in this proposal unless otherwise stated above:
  - a. Fees from the local power, cable and telephone companies.
  - b. Plywood backboards and any backing materials of any kind.
  - c. Disposal of any hazardous waste, including lamps and ballasts.
  - d. Restoration of any vegetation.
  - e. Repair of lawn irrigation systems.
- 14) Kidwell Inc. will pay for required electrical permit fees only.
- 15) Troubleshooting/Fixing spyware/virus infected PCs/Servers not included.
- 16) Troubleshooting ISP/Telco Lines not included.
- 17) No additional hardware or software included in this proposal unless listed above.
- 18) All hardware/software will be installed in accordance to the manufacturer's specifications.
- 19) Diagnosing existing hardware/software problems not included.
- 20) Kidwell will work with owner and/or software/hardware provider on T&M basis per owner's request.
- 21) All Microsoft software will be installed using Microsoft Best Practices.
- 22) Kidwell will warrant the installation per the scope for up to one year from date of acceptance.
- 23) Modifications made by the customer to the original installation will void Kidwell's warranty.
- 24) Any custom configurations are outside the scope of this project.
- 25) Service calls more than three hours from nearest Kidwell office will incur travel charges.

### Payment Terms:

- 1) Payment to be made as follows: MONTHLY
- 2) Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.
- 3) Note: This proposal may be withdrawn by Kidwell, Inc. if not accepted within ten days.
- 4) Credit cards will not be accepted as payment on this proposal.



## Terms & Conditions

Fees. All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid. Credit cards will not be accepted as payment on this proposal.

Facilities. For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

Disclaimer of Warranties. Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

Employees. Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

Confidentiality. Each party covenants and agrees to hold and keep the other party's confidential information in confidence and will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

Remedies. The parties shall have the following remedies:

Correction. Customer's exclusive remedy for any breach of warranty or error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

Performance. If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

Limitation of Liability. Neither party shall be liable for incidental or consequential damages of the other. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

Independent Contractor. Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venture, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

Governing Law. This agreement shall be governed by and construed in accordance with substantive law of the State of Nebraska.

Force Majeure. The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, acts of government, including, but not limited to, government or court orders or any other act or event beyond the control of the affected party.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter thereof.

Customer Initial: \_\_\_\_\_

KIDQ17956



**Customer Address Verification**

**Please verify the following JOB SITE address and BILLING address.  
If changes are required, please use the provided lines. If correct, please sign at bottom of page.**

**JOB SITE ADDRESS**

Job Site Contact: Matt Gordon  
Email Address: mgordon@amherstbroncos.org  
Company Name: Amherst Public Schools  
Address: 100 N Sycamore  
Amherst NE, 68812

**If CHANGES need made to the JOB SITE ADDRESS, use these lines:**

Job Site Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**BILLING ADDRESS**

Billing Contact: Matt Gordon  
Email Address: mgordon@amherstbroncos.org  
Company Name: Amherst Public Schools  
Address: 100 N Sycamore  
Amherst NE, 68812

**If CHANGES need made to the BILLING ADDRESS, use these lines:**

Billing Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**I verify all address information is correct or I have provided the correct address information.**

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Prepared for:

## Amherst Public Schools - Video Surveillance








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Quote # JH004761 Version 1












**AMHERST**  
PUBLIC SCHOOL

## TMS Video Surveillance

Description	Qty	Price	Ext. Price
<p><b>NVR Server - P-Rack 30TB HDD</b></p> <p>Blackjack P-RACK™ NVRs powered by DW Spectrum™ IPVMS, 30 terabyte, 4 camera licenses pre-installed, 600 Mbps of recording throughput. Hardware options include Intel® i7® Processor and 16GB Memory. Standard features include Windows® 10 OS on an SSD HDD, scheduled auto reboot for hardware performance, cross platform connectivity for Windows® and Mac® client software, 2x NIC cards, DVI and true HD output, Automatic Camera Detection, Fully Customizable Layouts, Easy Drag and Drop Camera Management and Recording, E-Mapping, Advanced Motion Masking and Sensitivity Settings, OnVIF conformant, Keyboard and mouse included, 5 Year Limited Warranty.</p> 	1	\$9,744.00	\$9,744.00
<p><b>PoE Switch 16 Port PoE</b></p> <p>Gigabit switch, PoE+, 220W budget, rack mounted</p> 	2	\$636.00	\$1,272.00
<p><b>IP Camera - 5MP Turret 2.8mm Fixed Lens</b></p> <p>MEGApix Weatherproof Turret, 5 Megapixel, 2.8mm Fixed Lens, True D&amp;N, T-WDR, 100ft Smart IR, Multiple Codecs (H.265, H.264, MJPEG ) with simultaneous Dual Stream, Video Analytics (Line Crossing, Perimeter Intrusion, Video Tampering), Smart DNR, Audio Input, Programmable Privacy Zones, Web Server Built in, PoE and DC12V, IP67, OnVIF Compliant, 5 Year Warranty</p> 	20	\$434.00	\$8,680.00
<p><b>Megapixel 4MP Turret IP Camera</b></p> <p>100' Smart IR True Wide Dynamic Range, H.265 Compression, 1 Audio Line In IP66 and IK10 Rated, Added Video Analytics Intelligence - 5 Year Manufacturer's Warranty</p> 	4	\$332.00	\$1,328.00
<p><b>Junction Box for T9 Varifocal Turret Cameras</b></p> 	8	\$31.00	\$248.00
<p><b>Camera Wire Guard - White</b></p> 	4	\$84.00	\$336.00
<p><b>Wall Mount for Fixed Lens Turret Camera</b></p> 	3	\$64.00	\$192.00

## TMS Video Surveillance

Description	Qty	Price	Ext. Price	
<b>Fisheye Camera 9MP Resolution Indoor/Outdoor</b> MEGApix IVA+ Fisheye Indoor/Outdoor Vandal Dome, Star-Light Plus, 9 Megapixel, 360 and 180-degree Panoramic view with Edge to Edge Clarity, 1/1.7 Image Sensor, 30fps , 2.1mm lens, Multi Codecs (H.265, H.264, MJPEG) with Simultaneous Dual Streams, 80ft Smart IR, T-WDR with Mechanical IR Cut Filter, TDN, Two Way Audio, Smart DNR 3D Digital Noise Reduction, Auto Gain Control (AGC), Auto White Balance (AWB), Motion Detection, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built In, OnVIF Profile S, IP66, IK9, POE and DC12V, 5 Year Warranty. NOTE: Intelligent Video Analytics PLUS inside.		2	\$1,469.00	\$2,938.00
<b>Junction Box for Fisheye Cameras</b>		2	\$61.00	\$122.00
<b>IP Camera - 8MP Bullet Ultra-Wide View Single Sensor</b> MEGApix IVA+ 8MP Ultra Wide Angle Pano Bullet, Star-Light Plus, 2.3mm ultra wide lens, 1/1.8 Image Sensor, Triple Codecs (H.265, H.264, MJPEG), T-WDR, 100ft Smart IR, T-DN, Smart 3D DNR, AGC, AWB, Two Way Audio, Micro SD/SDHCC/SDXC class 10 card slot(card not included), Alarm in, Alarm out, PoE and 12Vdc, ONVIF Profile S, NDAA/TAA Compliant, IP67, 5 Year Warranty. NOTE: Intelligent Video Analytics PLUS inside.		6	\$1,286.00	\$7,716.00
<b>Wall Mount For Pano and Flex Cameras</b>		6	\$57.00	\$342.00
<b>IP Camera - 16 MP Flex with 4 2.8MM Fixed Lens Cameras</b> MEGApix 16 Megapixel Flexible Panoramic Indoor/Outdoor Vandal Dome (4 cameras in 1), 360 and 180 Panoramic View, 1/3" Image Sensors, 4x4mm fixed lenses, Flexible sensor positioning with magnets, Dual Codecs (H.264, MJPEG) with simultaneous Dual Streams, True Day/Night with Mechanical IR Cut Filter, True WDR (120dB), Two Way Audio, Smart DNR 3D Digital Noise Reduction, Auto Gain Control (AGC), Auto White Balance (AWB), Motion Detection, Micro SD/SDHC Class 10 Card Slot (card not included), Web Server Built In, OnVIF Profile S. IP66, PoE Class 4 and DC12V PoE Injector Included, 5 Year Warranty.		2	\$2,716.00	\$5,432.00
<b>Corner and Pole Mount for DW Cameras</b> Corner and Pole Mount for DW Cameras		2	\$64.00	\$128.00
<b>Wall Mount for Flex Camera</b>		2	\$108.00	\$216.00
<b>IP Camera License (Single)</b> DW Spectrum IPVMS Lifetime License		8	\$152.50	\$1,220.00
<b>Miscellaneous Parts</b> Conduit, boxes, straps, screws, adhesives, miscellaneous fasteners, bits, blades, etc.		1	\$400.00	\$400.00

## TMS Video Surveillance

Description	Qty	Price	Ext. Price
<b>tmsSecurity Labor</b> Two man labor rate for approximately 42 hours to include travel (one round trip), bench testing and pre-configuration of all equipment and software and installation of components quoted. Labor quote is approximate but a good faith estimate. Per Diem is not included in this quote and will be billed to customer at actual expense incurred for meals and hotel for two technicians.	42	\$150.00	\$6,300.00

**Subtotal: \$46,614.00**

## Recurring Video Surveillance

Description	Qty	Price	Ext. Price
<b>tmsSecurity Maintenance For Video Surveillance</b> Optional - As outlined in Maintenance Agreement for Video Surveillance 2022	1	\$7,422.00	\$7,422.00

**Subtotal: \$7,422.00**

## Agreement Terms

### Agreement Terms

tmsSecurity Requires a signed agreement and 1/2 down.

**Initial Term and Automatic Renewal:** The initial term of this Agreement shall be one (1) year ("Initial Term"). At expiration of the Initial Term, this agreement will automatically renew for successive one (1) year periods until one Party gives the other written notice of its intent to terminate this Agreement at the end of the Initial Term or any renewal period thereafter. Written notice must be given at least sixty (60) days before any stated termination date.

Client is responsible for any additional fees when integrating with 3rd party software (ex: Payroll, Job Costing, Scheduling). Client is also responsible for confirming 3rd party application allows import of data.

*Payment is due within 30 days of sale. A 1.5% per month late payment fee will be assessed on any unpaid balance remaining after 30 days. Any payments returned for NSF (Insufficient Funds) will result in a NSF Charge of \$30.00 or actual charges incurred, whichever is greater.*

## Scope

### Scope of Project:

Customer has requested a quote for purchase option of IP based video surveillance system to include the quoted hardware and labor.

### Provided by your Company

Customer is responsible to have PoE network cable in place from precise PoE switch port to precise camera location, for having wire clearly labeled at each end and protruding through the wall or ceiling at the camera location, and is responsible for adequate power outlet availability for each device. Customer will allow for unobstructed access to work areas so that work can flow in a timely manner. tmsSecurity will provide signage and stickers stating that video and audio recording may be taking place on premises. Customer will be billed for per-diem for meals and lodging (which is not included in this quote) at the conclusion of the project.

### Additional Details

tmsSecurity will be responsible for installation of the hardware on this quote and initial configuration of DW Spectrum IPVMS. This will include labor

completed for bench testing and software modification that will not be conducted on-site. Labor as is outlined in labor line item in this quote includes round trip travel (one round trip) to and from location and is a good faith estimate at 32 hours for off site labor, on site labor, and travel for two technicians.

CUSTOMER AGREES AND UNDERSTANDS: (I) THAT NEITHER TMS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, PRINCIPALS, AGENTS, SERVANTS OR EMPLOYEES AND THEIR SUCCESSORS, ASSIGNS, HEIRS AND PERSONAL REPRESENTATIVES (HEREINAFTER COLLECTIVELY "TMS") IS AN INSURER OF CUSTOMER, AND IT IS THE SPECIFIC INTENT OF THE PARTIES THAT: (a) INSURANCE INCLUDING, WITHOUT LIMITATION, PREMISES COVERAGE (COVERING PERSONAL INJURY, INCLUDING DEATH TO THIRD PARTIES), AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT, OR TO THE PREMISES SHALL BE OBTAINED AND MAINTAINED BY THE CUSTOMER; (b) INDEMNITY FOR ALL SUCH LOSS, DAMAGE, AND EXPENSE SHALL BE LIMITED TO ANY INSURANCE COVERAGE ONLY; AND (c) TMS IS RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (II) THAT TMS (EXCEPT AS SET FORTH HEREIN) MAKES NO GUARANTEE, REPRESENTATION, AND/OR WARRANTY INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (III) THAT THE SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY TMS ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR TO CUSTOMER; (IV) THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CUSTOMER FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF SERVICES, REMOTE PROGRAMMING, MONITORING OF ANY EQUIPMENT OR SECURITY ALARM, VERIFICATION OF LISTED CODES, THE FAILURE OR IMPROPER DISPATCH OF INDIVIDUALS TO THE PREMISES, THE FAILURE OR FAULTY OPERATION OF THE CENTRAL STATION FACILITIES, THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF BUSINESS OR COMPANY INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL DIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$500.00 FOR CUSTOMER, AND THIS LIABILITY SHALL BE EXCLUSIVE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT UNLESS NOTIFIED IN WRITING TO TMS TO THE CONTRARY, IT IS CUSTOMER'S SPECIFIC INTENT THAT ALL MEDICAL ALERT SIGNALS SHALL BE DEEMED BY THE PARTIES TO BE GENERAL EMERGENCY SIGNALS (HEREINAFTER "GENERAL EMERGENCY SIGNALS") AND NOT SIGNALS DENOTING ANY SPECIAL MEDICAL EMERGENCY REQUIRING TMS (OR ANY THIRD PARTY ASSISTING TMS WITH PROVIDING SERVICES UNDER THIS AGREEMENT) TO CONTACT OR DISPATCH

ANY MEDICAL, HOSPITAL, AMBULANCE, OR OTHER LIKE ENTITY, PERSON OR SERVICE (HEREINAFTER "MEDICAL ASSISTANCE"), CUSTOMER AGREES TO NOTIFY TMS IN WRITING OF THE APPROPRIATE LOCAL AUTHORITY TO CALL IN THE EVENT OF A GENERAL EMERGENCY SIGNAL. IN THE ABSENCE OF ANY WRITTEN INSTRUCTION, CUSTOMER AGREES THAT TMS MAY IN ITS SOLE JUDGMENT DETERMINE THE APPROPRIATE NUMBER TO CALL. CUSTOMER AGREES THAT IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ADVISE ITS EMPLOYEES AND OTHER THIRD PARTIES ON ITS PREMISES TO PREPARE FOR ANY MEDICAL EMERGENCY.

Upon completion of the installation and delivery of all products set forth in the Quote/Invoice signed by the parties, Customer acknowledges and agrees the deliverable(s) and installation were completed and delivered to the satisfaction of the Customer. In addition, TMS acknowledges the installation and delivery was made in accordance with the requirements set forth by the Customer, and the specifications of the applicable manufacturer. As a result, any change(s) and/or modification(s) to any of the products and/or services provided for on the Quote/Invoice after the date of installation were done solely by Customer and/or at their specific request.

## Terms & Conditions

### Terms & Conditions

This Quote ("Agreement") is entered into by and between Time Management Systems (TMS) and the customer identified in the Description above (hereinafter "Customer") as of the date identified in the Description. TMS and Customer are referred to jointly herein as Parties. Acceptance of the Agreement may be evidenced by written execution of the Agreement document or by performance of TMS obligation thereunder. In either event, the agreement between the Parties is subject to the following terms and conditions.

**1. Payment Agreement:** Customer's payment obligation hereunder begins on the day TMS delivers and/or installs any and all requisite equipment, or as otherwise

specified in this Agreement. Customer's obligation to make all payments as scheduled and represented in the Description is unconditional, and not subject to cancellation, termination, reduction, setoff or counterclaim. To the extent that Customer requests and TMS provides additional services not contemplated in the Agreement, all such additional services shall be billed to Customer at the rate of \$150.00 per hour. Additionally, TMS shall bill all per diem and travel expenses, if any, at the rate of \$95.00 per hour. Monthly billing will begin 30 days after first implementation meeting or 60 days after date of sale, whichever occurs first. Payments paid after the stated due date shall accrue interest at the rate of five percent (5%) per month or \$10.00, whichever is greater. All payments made shall be first applied to interest then any and all remaining amounts shall be applied to outstanding principal balance. Upon default in payment, all amounts due and owing under the Initial Terms or any renewal thereof shall become immediately due and payable in TMS' sole and exclusive discretion without notice.

**2. Initial Term and Automatic Renewal:** The initial term of this Agreement shall be as specified in the Description above ("Initial Term"). At expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods until one Party gives the other written notice of its intent to terminate this Agreement at the end of the Initial Term or any renewal period thereafter. Written notice must be given at least sixty (60) days before any stated termination date.

**3. Rights and Remedies on default of all Financed Software/Hardware:** After the occurrence of any event of default, TMS may exercise at any time and from time to time any rights and remedies available to it under applicable law, including but not limited to the right to disable Customer access to hosted software. Events of default include, without limitation, the following:

- a. Failure to make payments as required under paragraph 1, above;
- b. Customer's suggestion in Bankruptcy, whether voluntary or involuntary;
- c. Failure to comply with any terms and conditions as set forth herein;
- d. Failure to maintain any and all TMS equipment provided to Customer in a working manner, except as the same may have a manufacturer defect;
- e. Failure to maintain adequate insurance; and
- f. Failure to comply with federal, state, and local laws, ordinances, rules, and regulations.

**4. Taxes and/or Fees:** Customer agrees to be responsible for and to pay any and all applicable sales, use, personal and real property, excise and other applicable tax, license and registration fees, fines and penalties relating to this Agreement. Customer shall reimburse TMS any costs and expenses incurred by TMS as a result of Customer's failure to report and pay such taxes and charges.

**5. Limitations of Damages:** In no event shall TMS be liable to Customer or any third party for any direct, indirect, special, consequential, punitive, or incidental damages, damage to person or property or for injury to business earnings, goodwill, profits or other financial losses which may be caused directly or indirectly, the inadequacy of the product for any purpose or use thereof or by any defect or deficiency therein, including without limitation lost profits or loss or damage to data arising out of the use, partial use, or inability to use the software/hardware, whether arising in contract, tort, or otherwise including any claim resulting from the fault or negligence of TMS, even if TMS has been advised of the possibility of such damages. The foregoing disclaimer shall apply unless otherwise prohibited by law.

**IN NO EVENT SHALL TMS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR TMS WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. TMS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TMS DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

**6. Insurance, Indemnity and Legal Fees:** Customer shall at all times carry and maintain sufficient liability insurance coverage to cover claims resulting from acts of negligence and any other policy which would allow for adequate coverage to replace any and all equipment provided by TMS under this Agreement. It is advised, although not required, that Customer obtain and maintain adequate insurance coverage for business interruption.

Customer shall indemnify and hold harmless TMS, its officers, directors, employees, agents, attorneys, or other representatives from any and all claims and demands of any party arising from or based upon any act or omission of TMS, its officers, directors, employees, agents, attorneys, or other representatives in connection with or arising out of this Agreement, the duties to be performed by TMS pursuant to this Agreement, or Customer's violation of any applicable law, rule, ordinance or

regulation. In the event that TMS shall be made a party to any litigation, proceeding, arbitration, mediation, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Customer shall protect and hold harmless TMS from and with respect to the Actions and shall pay all costs, expenses, and attorneys' fees incurred or paid in connection with any such Action together with any judgment rendered. Customer shall defend and hold harmless TMS for any hacking, infiltration, or compromise of Customer's systems.

**7. Waiver:** No action or assent, whether express or implied, by TMS to any breach of any term or condition as set forth herein shall be admitted or taken to be a waiver of any succeeding breach of the same term or condition of this Agreement. This includes any acceptance of any periodic payment, whether full or partial payment, after any failure to make payment or missed payment shall not be deemed to be a waiver on TMS' part to any such failed or missed payment under the terms and conditions of this Agreement. It is agreed that the terms and conditions of this Agreement shall be binding individually, severally and jointly on the Parties, their separate estates, and shall succeed to their respective heirs, executors, administrators, successors, and assigns without affecting any other term and condition of this Agreement.

**8. Governing Law:** This Agreement shall be governed and interpreted by the laws of the state of South Dakota. South Dakota is the proper venue and jurisdiction for resolution of any disputes arising hereunder. The Parties hereby consent to such personal and exclusive jurisdiction of the Courts of competent jurisdiction within the State of South Dakota.

**9. Amendment, Entire Agreement and Counterparts:** This Agreement may be modified, amended, or otherwise changed provided that such modification, amendment, or change must be in writing and executed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all prior negotiations, understandings, communications, and agreements of the Parties. This Agreement may be executed in counterparts, such that any copy of this Agreement bearing one or both signatures shall be deemed to be a complete agreement of the Parties and shall have the same force and effect as a fully executed original agreement. This Agreement may be transmitted electronically, and such electronic transmission of this Agreement shall be deemed to be an original agreement and shall have the same force and effect as a fully executed original agreement.

**10. Disclaimer of Representation:** Nothing in this Agreement shall be deemed to be a representation on the part of TMS that its equipment, hardware, software, product, service, or any other program shall be compatible with that of any third party (i.e. payroll, job costing, scheduling services). TMS expressly disclaims any liability to pay for or provide any service necessary or required to integrate its equipment, hardware, software, product, service, or any other program with any third party. Customer shall be responsible for any additional fees related to any such integration of TMS' product with such third-party software service. Customer shall similarly bear the responsibility of confirming that such third-party application allows for the import of data. TMS expressly disclaims any representation of compatibility with any 3rd party software service.

Notwithstanding the foregoing, TMS shall undertake best efforts to assist Customer with any such integration, to the extent that TMS is able to do so; upon undertaking such best efforts, Customer acknowledges that TMS' efforts may result in Customer being invoiced for the same at the rates set forth in paragraph 1, above.

**11. Termination:** This Agreement is terminable upon the following:

a. Termination without cause: TMS or Customer, or any duly authorized representative of TMS or Customer, may terminate this Agreement without cause, upon sixty (60) days written notice. Customer acknowledges and agrees that any termination pursuant to this section will result in Damages, as defined and calculated below.

b. Termination for Cause by TMS: TMS, or TMS' duly authorized representative, may terminate this Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Customer if TMS reasonably determines that any of the following conditions exist:

(i) Customer has violated any provision of this Agreement;

(ii) A petition in bankruptcy has been filed by or against Customer, Customer is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Customer's business, there is a general assignment for the benefit of creditors, or the business terminates;

(iii) Any information which Customer provided to TMS, including information contained on any application with TMS, was false, incomplete, or misleading when received or represented to TMS;

(iv) Customer fails to pay TMS any amount when the same becomes due under this Agreement; or

(v) Any of Customer's representations or warranties made in connection with this Agreement was false, incomplete, or misleading when received or represented to TMS.

c. Damages for Termination: TMS and Customer acknowledge and agree that in addition to all other remedies available to TMS under this Agreement or otherwise available at law or in equity, if this Agreement is terminated prior the expiration of the Initial Term or any renewal period thereof for any reason other than for a material uncured breach by TMS, Customer agrees to pay TMS damages (the "Damages") determined by:

(i) Computing the number of months remaining from the date of termination to the end of the then current Initial Term or renewal period thereof; and

(ii) Multiplying that number by TMS' minimum monthly fees.

Customer agrees and acknowledges that Damages are due and payable to TMS if Customer discontinues submitting payments to TMS as required in paragraph 1 for a period of ninety (90) consecutive days. Customer further agrees and acknowledges that Damages are not a penalty but rather are a reasonable computation of the financial harm caused by termination of this Agreement by Customer.

TMS' rights to terminate under this paragraph are cumulative and shall not in any way limit or bar TMS from terminating this Agreement as expressed elsewhere herein, or as permitted by law. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

**12. Survivability and Severability:** Sections 3, 4, 5, 6, 7 and 11 shall survive termination of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining parts shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal, or unenforceable parts had not been included in the Agreement.

**13. Section Numbering:** The numbered paragraphs set forth in this Agreement are provided for convenience only and shall have no effect on the enforceability of this Agreement or the interpretation of the same.

**14. Independent Contractor:** The relationship between TMS and Customer is that of an independent contractor. No employment relationship is established between TMS and Customer, and no employment relationship is established between TMS and any employee of Customer. Nothing in this Agreement shall be construed to give either party the authority to direct or control the day-to-day activities of the other. All financial and other obligations of the Customer's business are the sole responsibility of the Customer. Neither the Customer nor any person employed by or otherwise affiliated with Customer shall be deemed to be employed by TMS for any purpose.

**15. Authority:** Each individual executing this Agreement represents that such individual has the right, power, authorization, and authority to execute this Agreement, to bind TMS and Customer, respectively, to rights and obligations set forth herein. Each Party agrees to execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

## Amherst Public Schools - Video Surveillance



**Prepared by:**

**Headquarters**

Jeff Hansen  
(605) 260-7895  
jeffh@tmstime.com

**Prepared for:**

**Amherst Public Schools**

100 North Sycamore  
Amherst, NE 68812  
Matt Gordon  
(308) 826-3131  
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**Quote Information:**

**Quote #: JH004761**


Version: 1  
Delivery Date: 01/05/2023  
Expiration Date: 02/02/2023

### Quote Summary

Description	Amount
TMS Video Surveillance	\$46,614.00
Recurring Video Surveillance	\$7,422.00
<b>Total:</b>	<b>\$54,036.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Headquarters

Signature:   
Name: Jeff Hansen  
Title: Security Solution Specialist  
Date: 01/05/2023

### Amherst Public Schools

Signature: \_\_\_\_\_  
Name: Matt Gordon  
Date: \_\_\_\_\_