



## Mashpee Wampanoag Tribe

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**2020-RES-019**

### **RESOLUTION APPROVING AGREEMENT WITH CENTRAL MONITORING-SIGNET ELECTRONIC SYSTEMS AND MASHPEE WAMPANOAG TRIBE FOR SERVICES TO THE TRIBAL MUSEUM**

**WHEREAS**, the Mashpee Wampanoag Tribe (“Tribe”) is a federally-recognized Indian tribe with a duly-enacted Constitution;

**WHEREAS**, the Mashpee Wampanoag Tribal Council (“Tribal Council”), the governing body of the Tribe, deems it essential under Article VI, § 2.A. of the Mashpee Wampanoag Tribal Constitution (“Constitution”) to promote and protect the political integrity, economic security and general welfare of the Tribe and members of the Tribe;

**WHEREAS**, Article VI, § 2.D. of the Constitution empowers the Tribal Council to negotiate and enter into contracts and agreements with state and local governments, private persons and corporate entities;

**WHEREAS**, the Tribal Council desires to execute an agreement with Central Monitoring-SIGNET Electronic Systems, Inc. to provide contractor services for delivery and equipment to be located at the Mashpee Wampanoag Tribal Museum;

**NOW THEREFORE BE IT RESOLVED**, that the Tribal Council authorizes entry into an agreement with Central Monitoring-SIGNET Electronic Systems, Inc. in a form substantially similar to the agreement attached hereto as Exhibit A (the “Agreement”).

**BE IT FURTHER RESOLVED**, that the Tribal Council authorizes the Tribal Council Chairman, or other authorized Tribal representative, to take such other actions as are reasonable or necessary in furtherance of the execution or performance of the Agreement.



## Mashpee Wampanoag Tribe


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All resolutions or parts of resolutions inconsistent with this resolution are repealed. This resolution is effective immediately and shall continue pursuant to the authority vested in the Tribal Council pursuant to Article VI, §§ 2.A. and D. of the Constitution.


### CERTIFICATION

We, the undersigned Chairperson and Secretary of the Mashpee Wampanoag Tribal Council, do hereby certify that the Tribal Council is composed of 13 members of whom 11, constituting a quorum, were present at an emergency meeting thereof, duly and regularly called, noticed, convened, and held on the 29th day of April, 2020, and that the foregoing resolution was duly adopted by the affirmative vote of 10 members, with 0 opposing, and with 1 not voting.

DATED this 29th day of April, 2020.

  
Cedric Cromwell, CHAIRMAN  
Mashpee Wampanoag Tribal Council

ATTEST:

  
Ann Marie Askew, SECRETARY  
Mashpee Wampanoag Tribal Council



# Mashpee Wampanoag Tribe

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## EXHIBIT A



# Mashpee Wampanoag Museum - Central Monitoring Agreement

2/1/2020 - 1/31/2023

**Mashpee Wampanoag Museum**  
414 Main St  
Mashpee, MA  
02649

**PROPOSAL DATE:** 3/25/2020  
**PROPOSAL #:** SESQ22244  
**PRESENTED TO:** David Weeden

**PRESENTED BY:**  
**Kenneth Norberg, Sales & Contract Support Associate**  
SIGNET Electronic Systems, Inc.  
90 Longwater Drive  
Norwell, MA 02061

*This proposal is valid for 30 days from the proposal date shown above*



## IMPORTANT NOTICE

The information contained in this document and the solution proposed by SIGNET Electronic Systems, Inc. is proprietary and confidential to SIGNET Electronic Systems, Inc. These materials can be used solely for the purpose of evaluating a possible transaction between SIGNET Electronic Systems, Inc. and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior consent of SIGNET Electronic Systems, Inc.



**DESCRIPTION OF WORK**

SIGNET has been engaged by Mashpee Wampanoag Museum for a renewal of their existing Central Monitoring Agreement.

**PRICING**

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	3 Year - 2/1/2020 - 1/31/2023		
1	SIGNET Central Monitoring Agreement	\$2,175.00	\$2,175.00
*Plus applicable taxes		<b>TOTAL</b>	\$2,175.00

**PAYMENT PLAN**

Client will pay the fee associated with the services provided in this proposal within 15 days of signing. If multiyear is selected the client will be billed annually for the duration of this agreement.



## ASSUMPTIONS

1. **Performance Review** – A review of the services provided within this agreement will be performed by SIGNET on an annual basis. SIGNET and the client will discuss work performed since the last review, answer questions pertaining to service delivery, and identify opportunities to further improve performance of the equipment covered and maintained by this agreement as well as discuss the schedule for maintenance services in the upcoming year.
2. **Access** – The client shall provide all necessary equipment beyond a 12' ladder to allow SIGNET personnel to reach inaccessible equipment and peripheral devices.
3. **Secured Areas** – Client agrees to provide free access to secure areas as may be necessary for SIGNET to perform the required inspections without delay upon the arrival at the client's premises. Client agrees to provide all necessary security credentials for SIGNET personnel and SIGNET agrees to abide by all client security procedures and policies or client may elect to provide a security escort for all SIGNET personnel as may be required and for the duration of the scheduled inspections.
4. **Access to Proprietary Software** – SIGNET may not have access to proprietary software or parts on microprocessor based addressable systems. SIGNET will make every effort to secure any parts required.

**Exclusions** – All adds, moves, and changes to the system are not covered by this agreement unless specifically outlined in the scope of work. Any upgrades or changes to the software or repairs that are caused by the software would be done on a separate billable work order at the rates contained within the services rate table.





## TERMS AND CONDITIONS

Provided the client has an open account in good standing, and unless specifically set forth in this written Agreement, payment for goods or services from SIGNET is net fifteen (15) days from the date of invoice. For clients without an open account, payments in advance or deposits will be required. Overdue payments shall bear interest from the due date at the rate of the lower of one and one-half percent per month (1.5%), or the maximum rate permissible under applicable law. Unless specifically set forth in this written proposal or within the project specifications, equipment will be invoiced upon delivery and labor provided will be invoiced in progress fashion. In the event that SIGNET has to engage an attorney and/or file suit to collect any unpaid Invoice, and/or in the event of any other litigation or arbitration arising out of this Agreement, SIGNET will be entitled to recover its attorneys' fees, expenses and all other costs of collection. Unless specifically set forth in this written proposal, all labor and parts will be warranted for one year. Any other manufacturer warranties above and beyond one year are not included in this proposal. Installation services will be provided in a professional and workmanlike manner, in accordance with applicable law.

SIGNET reserves the right to observe the following days as holidays:

New Year's Day  
President's Day  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

Any failure by SIGNET to deliver or install products or to otherwise perform caused by reason of any of the following events shall not constitute an event of default or breach of any Terms and Conditions of this Agreement or any other contractual document between the parties: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country, any state or local government), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, and/or any other causes which are not reasonably foreseeable at the time of execution of this Agreement, or which are reasonably beyond the control of SIGNET.

To the extent allowed by applicable law, Client will indemnify, defend, and hold harmless SIGNET from and against all direct, indirect and/or any third-party claims, liabilities, damages, and costs (including attorney's fees and all settlement costs) arising out of or relating to this Agreement and/or to Client's or Client's agents, contractors and/or employees' acts or omissions, including any unsafe worksite, building or property condition, regardless of whether or not the claims, liabilities, damages or costs were caused in part by a party indemnified hereunder. The parties agree that there are no third-party beneficiaries express or implied to this or any other contract between Client and SIGNET. To the extent allowed by applicable law, Client will also indemnify, defend, and hold harmless SIGNET from any government or third-party actions, fines and/or penalties arising from Client's failure to follow or abide by any applicable laws, including without limitation, public bidding laws and prevailing wage laws or other employment laws. Client's indemnification and defense obligations shall all survive the expiration or termination of this Agreement, irrespective of the cause, and shall extend to claims arising after all services have been fully performed. This indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

SIGNET will indemnify, defend, and hold harmless Client from and against all liabilities, damages, and costs (including settlement costs) arising out of SIGNET's gross negligence or willful misconduct, which has been finally adjudicated, including but not limited to liabilities, damages and costs arising out of: (1) defective or faulty installation; and (ii) any violations of applicable laws or code requirements related to the installation. For purposes of clarity, SIGNET will not have any obligations or liability under this Agreement arising from any hazardous, unsafe and/or unknown conditions at Client's premises. Client certification of Asbestos presence: Unless noted above, the Client hereby certifies that Asbestos and/or Asbestos-bearing materials are not present in the areas in which SIGNET's work will be performed. Work in Asbestos hazard areas and/or Asbestos removal is not included in this Agreement and, if required, will be performed at an additional cost by an authorized, certified contractor. SIGNET shall take reasonable efforts to notify Client of any resulting delay, and Client shall grant SIGNET any reasonable time extensions and/or cost increases arising out of the hazardous condition. SIGNET shall have full control and authority over the defense and resolution of any indemnified claims, except that (a) any settlement requiring the Client to admit liability or to pay any money will require Client's prior written consent, such consent not to be unreasonably withheld or delayed, and (b) Client may join in the defense with its own counsel at its own expense.

This proposal and any drawings, designs, specifications or other information provided by SIGNET in connection with this proposal shall all be considered Confidential Information and the proprietary business information of SIGNET (hereinafter, "Confidential Information"). The recipient of any Confidential Information shall not disclose any Confidential Information, except to employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient shall also ensure that those employees and/or agents shall use the Confidential Information only to exercise rights and fulfill obligations under this Agreement and shall keep the Confidential Information confidential and destroy it once it is no longer needed. The recipient may disclose Confidential Information when required by law after giving SIGNET reasonable notice and an opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.





All claims, disputes, or controversies arising out of or relating to this Agreement, including the breach thereof, shall be adjudicated via litigation in either the Superior or District Courts located in Middlesex County, Massachusetts, unless SIGNET in its sole discretion elects to have such claims adjudicated by arbitration. Such arbitration shall be exclusively held in Boston, Massachusetts and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This Subcontract shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules or principles. In its discretion, SIGNET may also join or consolidate any claims between it and Client with litigation or arbitration proceedings between SIGNET any other party, wherever such proceedings are located, provided the proceedings involve, in any way, this Agreement and/or SIGNET's work for Client. Client waives any objection to the jurisdiction, forum, choice of law, venue and dispute resolution procedures which govern such proceedings and agrees to be bound by the results.

In the event any claim(s) is/are brought against SIGNET in connection with this Agreement and/or SIGNET's work, SIGNET's liability shall not exceed the amount Client has actually paid SIGNET at the time either litigation or arbitration proceedings are initiated, irrespective of whether the claim(s) asserted is/are for breach of contract, tort, equitable relief, or otherwise. Client waives any claims for punitive, incidental and/or consequential damages, including delay damages of any kind, loss of use, and/or damages under chapter 93A.

SIGNET shall not be responsible for hidden conditions, defects in the work of others not reasonably observable, or conditions it was not provided the opportunity to view prior to execution of the Agreement. SIGNET has no design duties, and shall not be responsible for errors, omissions or deficiencies in the design of the Work. SIGNET shall have no responsibility for or liability arising out of any design, functionality, methodology and/or other decisions made by Client. Client's designer(s) or any third party not in Client's control.



**AUTHORIZATION**

The undersigned parties do hereby agree and warrant that on the date of this document has been signed they are duly authorized to act on behalf of their respective organizations and are duly able to take all action to execute this agreement.

**Client:**

Mashpee Wampanoag Museum  
414 Main St  
Mashpee, MA 02649

**Company:**

SIGNET Electronic Systems, Inc.  
90 Longwater Drive  
Norwell, MA 02061

*Cedric Cromwell*

Signature

*Kenneth Norberg*

Signature

*Cedric Cromwell*  
Printed Name/Title *Chairman*

Kenneth Norberg, Sales & Contract Support  
Associate

Printed Name/Title

*4/29/20*

Date

3/25/2020

Date

We sincerely appreciate the opportunity to present this proposal to you. Please contact Kenneth Norberg should you have any questions at 781-871-5888 x1143 or via email at [kenneth.norberg@signetgroup.net](mailto:kenneth.norberg@signetgroup.net).

SESQ22244

