

Dane County Contract Cover Sheet

Res 104
Significant

Dept./Division	Airport/Admin./Terminal
Vendor Name	Johnson Controls, Inc.
Vendor MUNIS #	3925
Brief Contract Title/Description	To provide inspection, testing, maintenance, replacement and emergency services for the Airport's security and access management systems.
Contract Term	5 years July 1, 2018 to June 30, 2023
Total Contract Amount	\$ 441,838

Contract # Admin will assign	13424
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works) P+F app 5/7/2018	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	AIRTERM	Obj Code	32329	Amount	\$ 441,838
Req #	1798	Org Code	Obj Code		Amount	\$
Year	2018	Org Code	Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	104
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA	6/22/18		
CU	Controller		6/27/18	
JL	Purchasing	6/28/18	6/28/18	
	Corporation Counsel	6/27/18	6/28/18	
SL	Risk Management	6/27/18	6/27/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Kimberly Jones	Name	David A. Delveaux - Branch Services Mgr.
Phone #	608 246-3391	Phone #	(608) 284-0160
Email	jones.kimberly@msnairport.com	Email	
Address	4000 International Lane, Madison, WI 53704	Address	2400 Kilgust Rd., Madison, WI 53713

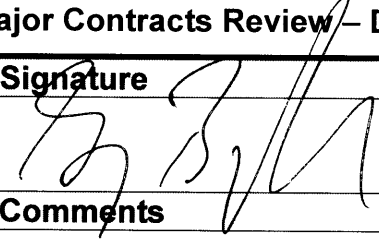
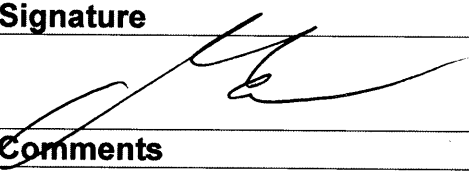
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	6/22/18
	Printed Name	
	Kimberly Jones, Acting Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		6/23/18
	Comments	
Corporation Counsel	Signature	Date
		6/28/18
	Comments	

COUNTY OF DANE
Purchase of Services Agreement
Airport Security Management System
Johnson Controls, Inc.
2018-2023

Number of Pages, Including Exhibits: 28

Agreement No. 13424

Expiration Date: June 30, 2023

Authority: 2018 RES- _____

Department: Airport

Maximum Cost: Year one \$84,903

Year two \$86,600

Year three- \$88,335

Year four \$90,100

Year five \$91,900

Total Max- \$441,838

Registered Agent's Name and Address:

C T Corporation System
301 S. Bedford St. Suite 1
Madison, WI 53703

THIS AGREEMENT, made and entered into by and between the County of Dane (hereafter, "COUNTY"), a Wisconsin quasi-municipal corporation, and Johnson Controls, Inc. (hereafter, "PROVIDER"), a corporation organized under Wisconsin Law, shall be effective as of the date it is fully executed by the authorized representatives of each party.

W I T N E S S E T H :

WHEREAS COUNTY, whose address is c/o Director, Dane County Regional Airport, 4000 International Lane, Madison, WI 53704, desires to purchase from PROVIDER maintenance, testing and inspection services related to certain security and communication equipment located at the Dane County Regional Airport; and

WHEREAS PROVIDER, whose address is 2400 Kilgust Road, Monona, Wisconsin 53713-4842, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereinafter set forth in this Purchase of Services Agreement (hereinafter, the "Agreement"), the sufficiency of which is acknowledged by each party, COUNTY and PROVIDER agree as follows:

- I. TERM. The term of this Agreement shall commence as of July 1, 2018 and shall expire at 11:59 p.m. on June 30, 2023. There shall be no automatic renewal of this Agreement.

II. COVERED EQUIPMENT AND EXCLUSIONS.

- A. Covered Equipment. This Agreement covers maintenance, replacement, testing, and inspection of Airport Access Control Equipment and Airport Video and Closed Circuit Television Equipment (collectively, the "Covered Equipment") serviced or provided by PROVIDER under the Purchase of Services Agreement entered into between PROVIDER and COUNTY for the period of July 1, 2013 through June 30, 2018 or replaced or added during the term of this Agreement, and shall include but not be limited to the Access Control Equipment and Video and Closed Circuit Television Equipment listed on page 5, under the caption Special Additions and Exceptions, in the Planned Service Proposal attached to this Agreement as Exhibit A.
- B. Exclusions. The following items are not Covered Equipment within the scope of this Agreement:
1. Computers for security management system host and workstation software.
 2. Consumables, unless expressly included herein.
 3. Wire, fiber, conduit, door knobs, door hinges, and access control cards.
 4. Equipment that requires maintenance, repair or replacement necessitated by the presence of water or lighting and power surges.
 5. Fiber transmitters and receivers located outside of gates.
 6. Computers for Airport cameras and workstations.

III. SCOPE OF SERVICES AND TECHNICIAN QUALIFICATIONS. The following Scheduled Services, Functional Testing and Inspection Services, and Additional Services are within the scope of services to be provided under this Agreement and labor, materials, and equipment necessary to perform such services shall be furnished to COUNTY by PROVIDER in consideration for no more than the payments specified in section VI below, or such other amount as approved in writing by both parties hereto.

- A. Scheduled Services. PROVIDER shall provide scheduled updates and services as established by the manufacturer of all Covered Equipment.
- B. Functional Testing and Inspection Services. At least annually, PROVIDER shall perform functional testing and inspection of all Covered Equipment. Functional testing and inspection shall be performed using appropriate diagnostic tools and functional applications to determine if Covered Equipment is functioning properly and operating according to manufacturer specifications. During testing and inspections, all Covered Equipment shall be checked for damage, misalignment, and proper connections. With respect to the Covered Equipment and systems listed below, the following specified tasks shall be performed annually:
1. Cameras
 - Visual Inspection
Visually check all connections for secure connectivity
Visually check components for damage/wear/condition
Inspect mounting points for secure fit/mounting
 - Functional Test
Verify camera picture function
 - Check Picture Quality
Verify camera picture quality (focus, iris, etc.)

- Check Pan and Tilt Function
Test Pan and Tilt Function
Verify programmed presents function
- Check Zoom Function
Test Zoom Function
Verify programmed presents function
- Check Housing
Inspect camera housing for leaks
Verify fans operate properly
Verify heater operation
Clean Housing

2. Access Control

- Check Reader Operation
Visually check all connections for secure connectivity
Visually check components for damage/wear/condition
Inspect mounting points for secure fit/mounting
Test Reader function (reads, card, and grants access)
Test read range of Proximity Reader compare to specified range
Visually check access granted/denied LED's on reader
Verify keypad button function (all button work)
- Check Lock Hardware
Inspect mounting points for secure fit/mounting
Visually inspect door for alignment
Check key function operation (on keyed locks)
Check engagement of lock
Test fail safe/fail secure mode operates on door lock hardware
Test delayed egress operation
- Check Alarm Contract
Inspect mounting points for secure fit/mounting
Check and test door forced and door propped
Test all pager alarms
Check resistance of open/closed state
- Check Power Supplies
Check input voltages to power supply/transformer
Check output voltages from power supply/transformer
Check power on light
Check UPS battery operation (remove AC source)
Check and record age of battery
- Check Audible Device Delayed Egress
Inspect mounting points for secure fit/mounting
Test sounding function operation
- Check CK721, RDR Boards, Input/Output Boards
Visually check, transmit and receive LED's
Verify bi-directional communications (forward & reverse polling)
Test input points for Open/Short/Secure/Alarm states
Check resistance of AUX access/input points

Check calibration of 4-state alarm points
Test output relays for ON and OFF switching
Check input voltages to power supply/transformer
Check output voltages from power supply/transformer
Check power on indicator light
Test tamper switch function
Record panel firmware or software version

C. Additional Services. Also within the scope of services to be provided by PROVIDER under this Agreement are the following additional services.

1. Services identified in OnSSI Service Updates on Covered Equipment shall be performed as recommended in the Service Updates.
2. Notwithstanding any provision herein to the contrary, services identified in P2000 Updates on computers installed for Airport access control and video systems after the effective date of this Agreement shall be performed after the warranties on such computers expire.
3. PROVIDER shall document each on-line and on-site service call performed under this Agreement with the time, date, and a brief description of the services performed.
4. Work orders for on-site system services provided under this Agreement shall list the inspection date, individual to report to, equipment identification, equipment location, work to be performed and any special instructions.
5. In the event that the Functional Testing and Inspection Services performed under this Agreement disclose needed maintenance, repair or replacement of Covered Equipment, the needed maintenance, repair or replacement shall be performed, and documented as required herein.
6. PROVIDER shall maintain the toll free number 866-635-1395 to provide COUNTY with the ability to request service under this Agreement on a 24 hour-a-day, seven day-a-week basis. PROVIDER shall provide a telephonic response to a request for service under this Agreement within four hours from receipt of the request. When necessary to resolve a service issue, PROVIDER shall provide on-site service within eight business hours (as defined below) from the time the request for service is made. In the event COUNTY requests service under this Agreement on an emergency basis, PROVIDER shall respond on-site within eight hours.
7. PROVIDER shall comply with the provisions of 49 CFR Part 15 and Part 1520 for the protection of Sensitive Security Information (SSI) and shall within 30 days of the effective date of this Agreement submit for DCRA's approval a plan for handling and controlling SSI.

D. Service Technician Hours and Qualifications. The provision of services referenced in this Section III shall include work to be performed on site at the Airport at least 480 hours each year during the term of this Lease, regularly scheduled in eight hour blocks. All service technicians providing services under this Agreement shall have the following qualifications:

1. P2000 Security Management System (SMS) Certification
2. Authorization for P2000 Factory Technical Support by Johnson Controls
3. A Minimum of Three (3) Years of Experience servicing the Johnson Controls P2000 SMS
4. A Minimum of Five (5) Years of Experience in Access Control
5. OnSSI Certification in Ocularis Software
 - A minimum of Five (5) Years Experience in CCTV
 - Located within 60 miles of the Dane COUNTY Regional Airport
 - Monthly Safety Training

- Semi-Annual Vehicle Audit on Technician Vehicle
- Annual Ethics Training
- Provided with Commercial Vehicle with clearly marked permanent identification fixed to it with tools
- Proper Airport Security identification Credentials in compliance with 49 CFR Part 1542
- Background Screening and Drug Testing

IV. ASSIGNMENT AND TRANSFER. PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY.

V. TERMINATION. This Agreement may be terminated as provided on page 6, under the caption Special Additions and Exceptions, in the Planned Service Proposal attached to this Agreement as Exhibit A.

VI. PAYMENT.

A. The annual cost for services that are specified in Section III as within the scope of this Agreement shall not exceed the following.

Lease year one (2018-2019) maximum cost	\$84,903
Lease year two (2019-2020) maximum cost	\$86,600
Lease year three (2020-2021) maximum cost	\$88,335
Lease year four (2021-2022) maximum cost	\$90,100
Lease year five (2022-2023) maximum cost	\$91,900

In the event services specified as within the scope of this Agreement are requested by COUNTY on an emergency basis for performance outside of PROVIDER's business hours, such services shall be billed and paid for at the Preferred Service Client Special Rates established under the table set forth in Subsection B below. Mileage charges related to services specified as within the scope of services under this Agreement are included in the annual payments set forth above.

B. Services requested by and provided to COUNTY by PROVIDER that are not within the scope of this Agreement shall be billed and paid for at the Preferred Service Client Special Rates set forth in the following table. Services within the scope of this Agreement requested by COUNTY on an emergency basis and performed outside of business hours shall be paid for at the Preferred Service Client Special Rates set forth in the following table.

Service Time	When Applicable	Preferred Service Client Special Rate
Business Hours	Monday-Friday 8:00 a.m. to 5:00 p.m.	\$112/hour
After Hours	Monday-Friday 5:00 p.m. to 8:00 a.m./Saturday	\$168/hour
Sunday/Holiday	Sunday and official Johnson Controls holidays	\$224/hour
	Mileage Rate for Service	\$1.84/mile

Mileage charges may be applied to services requested by and provided to COUNTY that are not within the scope of this Agreement. The annual cost of performance under this Agreement shall be reviewed by the parties annually and may be adjusted as agreed between the parties based on changes in equipment inventory and required services, but shall in no event exceed the maximum cost specified in Subsection A above for each year during the term of this Agreement. The Airport Director is authorized to approve price adjustments on behalf of COUNTY.

- C. PROVIDER shall invoice COUNTY annually, in advance, for services within the scope of this Agreement to be performed each year during the term hereof. Upon completion of any services to be paid for at the Preferred Service Client Special Rate, PROVIDER shall submit to COUNTY an invoice itemizing the work performed. COUNTY shall make payment in full within thirty days of receipt and approval of invoices submitted by PROVIDER. Payments made after the date due shall accrue interest at the rate of one and one half percent per month from the date due.

VII INSURANCE.

- A. Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations involving liability of both parties, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives, as apportioned by agreement of the parties or a court of competent jurisdiction. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
- B. In order to protect itself and COUNTY under the provisions of this Agreement, PROVIDER shall, upon execution of the Agreement, maintain Comprehensive General Liability Insurance for bodily injuries or death arising out of any one accident or from other cause, in a minimum sum of \$1,000,000 per occurrence for bodily injury and, in addition, shall provide Comprehensive Property Damage Liability Insurance in a minimum sum of \$1,000,000 for property damage arising from any one accident or other cause. Insurance so provided shall be primary. PROVIDER shall maintain said insurance with insurer(s) authorized to do business in the State of Wisconsin and approved by COUNTY. All policies shall name COUNTY as an additional insured. Upon request, PROVIDER shall furnish COUNTY with certificates of insurance establishing that insurance policies as required herein are in full force and effect. Each of said policies shall contain a provision that the insurer shall send to COUNTY written notice of cancellation or any material change in the policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. COUNTY, acting at its sole option and through its Risk Manager, may waive, in writing only, any and all insurance requirements contained in this Agreement. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- IX. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER shall not discriminate against any person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, political beliefs, cultural differences, ancestry, physical appearance, arrest record, conviction record, military participation, or membership in the national guard or state defense force or any other reserve component of the military forces of the United States. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph.
- X. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and is being paid \$20,000 or more per calendar year through contracts with COUNTY, PROVIDER shall submit to COUNTY a current Civil Rights Compliance (CRC) Plan meeting the requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981, and the Americans with Disabilities Act of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances, and shall provide COUNTY with a copy of its discrimination complaint form. Failure to provide the submittals required under this subsection within ten days of the effective date of this Agreement shall be a material breach and grounds for termination of the Agreement. If a plan required under this subsection has been received and approved by COUNTY during the year prior to the effective date of this Agreement, submission of an update for such plan shall be sufficient hereunder. If PROVIDER has less than twenty employees, but is being paid \$20,000 or more per calendar year through contracts with COUNTY, it may be required by COUNTY to submit a CRC Action Plan to correct any problems discovered as the result of complaint investigation or CRC monitoring. If PROVIDER submits a CRC or AA Plan to the Wisconsin Department of Workforce Development, or a division thereof, or to the Wisconsin Department of Health and Family Services, or a division thereof, that is applicable to the services provided under this Agreement, a verification of acceptance by the State of the plan(s) is sufficient to satisfy the plan submission requirements under this subsection.
- B. PROVIDER shall comply with COUNTY's civil rights policies and procedures, including those applicable to civil rights monitoring and the examination of records and files maintained by PROVIDER that may relate to affirmative action and non-discrimination. PROVIDER shall cooperate with COUNTY in developing, implementing and monitoring corrective action in the event PROVIDER is not in compliance with COUNTY's civil rights policies and procedures.
- C. PROVIDER shall post its discrimination complaint procedure and the name of its Equal Opportunity Coordinator in conspicuous places available to its employees, recipients of its services, and applicants for employment. The complaint process shall be in

compliance with COUNTY's policies and procedures and made available in languages and formats understandable to PROVIDER's clients and employees.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

XI. LIVING WAGE.

- A. If this Agreement is a service contract as defined in section 25.015 of the Dane County Code of Ordinances, PROVIDER shall pay all of its employees providing services under this Agreement, whether full-time or part-time, no less than the living wage established pursuant to of the Dane County Code of Ordinances. Upon request, PROVIDER shall make available for inspection PROVIDER's payroll records relating to workers providing services under this Agreement.
- B. If PROVIDER'S payroll records contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments, suspend or terminate this Agreement and may suspend PROVIDER from participating in bidding on future COUNTY contracts.
- C. Prior to final payment under this Agreement, PROVIDER shall submit to COUNTY a certification stating that it has complied with the living wage requirements established under section 25.015 of the Dane County Code of Ordinances.
- D. PROVIDER shall display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors it may use in performance hereunder comply with the provisions of this section.

- XII. DOMESTIC PARTNER EQUAL BENEFITS. PROVIDER shall provide the same economic benefits to its employees with domestic partners, as that term is used in the Dane County Code of Ordinances, as it does to employees with spouses, or the cash equivalent if any such benefit cannot reasonably be provided. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.016 of the Dane County Code of Ordinances, COUNTY may withhold payments, terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future COUNTY contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIII. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement PROVIDER shall report to COUNTY's Contract Compliance Officer any allegations filed with, or findings made by the National Labor Relations Board or Wisconsin Employment Relations Commission asserting or finding that PROVIDER has violated a statute or regulation regarding labor standards or relations. The foregoing report shall be provided COUNTY within 10 days of the filing of the allegations or, if the allegations were not filed during the term of this Agreement, within 10 days of the issuance of the findings regarding the allegations. If, after an investigation of the allegations or a review of the findings, COUNTY's Contract Compliance Officer determines that PROVIDER breached its obligations under this Agreement and recommends termination or suspension of this Agreement, COUNTY may take the recommended action after the determination becomes final under the following appeal procedures.

- B. Appeal Process. PROVIDER may appeal an adverse determination made by COUNTY's Contract Compliance Officer under this section pursuant to the procedures set forth in section 25.015(11)(c) through (e) of the Dane County Code of Ordinances.
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

XIV, FEDERAL LAW PROVISIONS. The provisions in this section are included in this Agreement as prescribed by federal law.

- A. General Civil Rights Provisions. PROVIDER shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds PROVIDER and any subtier contractors from the contract solicitation period through the termination of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- B. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, PROVIDER, its assignees, and successors in interest (in this section hereinafter collectively referred to as "PROVIDER") agree as follows:
 - (1) Compliance with Regulations. PROVIDER shall comply with the acts and authorities referenced in the List of Pertinent Nondiscrimination Acts and Authorities, attached to this Agreement as Exhibit B and fully incorporated herein, as said acts and authorities may be amended from time to time.
 - (2) Non-discrimination. PROVIDER, with regard to the work performed by it under the terms of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including those involved in the procurement of materials, consulting, and the leasing of equipment. PROVIDER will not participate directly or indirectly in discrimination prohibited by the Nondiscrimination Acts and Authorities listed in attached Exhibit B, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 Code of Federal Regulations ("CFR") part 21.
 - (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by PROVIDER for work authorized under this Agreement to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by PROVIDER of the obligations of PROVIDER and its subcontractors under this Agreement and the Nondiscrimination Acts and Authorities listed in Exhibit B.

- (4) Information and Reports. PROVIDER will provide all information and reports required by the Nondiscrimination Acts and Authorities listed in Exhibit B, including all regulations, instructions and directives adopted or issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and regulations, instructions and directives adopted or issued pursuant thereto. Where any information required of PROVIDER is in the exclusive possession of another who fails or refuses to furnish the information, PROVIDER will so certify to COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance. In the event PROVIDER fails to comply with the non-discrimination provisions of this Agreement, COUNTY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to PROVIDER under the Agreement until PROVIDER complies; and
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- (6) Incorporation of Nondiscrimination Provisions. PROVIDER will include the provisions of this paragraph and the preceding paragraphs (1) through (5) in every subcontract under this Agreement, including subcontracts for the procurements of materials and leases of equipment, unless exempt under the Nondiscrimination Acts and Authorities listed in Exhibit B and the regulations, instructions and directives adopted or issued pursuant thereto. PROVIDER will take action with respect to any subcontract, lease or procurement as COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if PROVIDER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, PROVIDER may request that COUNTY enter into any litigation to protect the interests of COUNTY. In addition, PROVIDER may request the United States to enter into the litigation to protect the interests of the United States.

C. Provisions of 29 CFR part 201. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if provided in full text. The FLSA

sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. PROVIDER has full responsibility to monitor compliance with 29 CFR part 201. PROVIDER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- D. Requirements of 29 CFR Part 1910. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. PROVIDER and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. PROVIDER shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so.
- B. Controlling Law and Venue. In the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation of Agreement and Conflicting Terms. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties. In the event of a conflict between the provisions in the body of this Agreement and the applicable provisions of the attached exhibits, the terms of the Agreement, exclusive of exhibits, shall control.
- D. Amendment. This Agreement, which incorporates the provisions of Exhibit A referenced herein and the acts and authorities listed in Exhibit B, constitutes the entire agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be modified or amended only in writing executed by the duly authorized representatives of the parties hereto, such representative on the part of COUNTY being the Director of the Dane County Regional Airport.
- E. Counterparts and Copies. The parties may evidence their agreement to the provisions herein upon one or more counterparts of this document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.

- F. Manner of Performance. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER shall cooperate with the various departments, agencies, employees and officers of COUNTY.
- G. Special Equipment. COUNTY shall provide a lift for the use of PROVIDER when needed to service equipment located 18 feet or more above floor level.
- H. Delivery of Notices. Notices, bills and invoices provided under this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to give to the other party notice thereof in writing within a reasonable time.

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement on the dates set forth below.

FOR JOHNSON CONTROLS, INC.

Date Signed: 6-12-18


 DAVID A. DELVEAUX
 Branch Service Manager

FOR DANE COUNTY

Date Signed: _____

 JOE PARISI
 County Executive

Date Signed: _____

 SCOTT MCDONELL
 County Clerk

EXHIBIT A PLANNED SERVICE PROPOSAL

Planned Service Agreement

Customer Name : DANE COUNTY REGIONAL AIRPORT
Address: 4000 INTERNATIONAL LN MADISON,WI 53704-3134
Proposal Date: 03/14/2018
Estimate #: 1-SEQTJQJ

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$84,903.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

DANE COUNTY REGIONAL AIRPORT
4000 INTERNATIONAL LANE
MADISON, WI 53704

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Cynthia Gauthier		By:	
Signature:		Signature:	
Title: CSAA	Date:	Title:	Date:
Signature:		Customer PO#:	
Title:	Date:		

JCI Branch: JOHNSON CONTROLS MADISON WI CB - 0N08
Address: 2400 KILGUST RD
MONONA, WI 537134842
Branch Phone: (866) 862-0458

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

PLEASE NOTE: Pricing below does not include taxes.

5 Year Term 2018	Total Annual Dollar Amount	Payment Frequency
Year 1 2018 - 19	\$84,903.00	Annually
Year 2 2019 - 20	\$86,600.00	Annually
Year 3 2020 - 21	\$88,335.00	Annually
Year 4 2021 - 22	\$90,100.00	Annually
Year 5 2022 - 23	\$91,900.00	Annually



Schedule A - Equipment List

DANE COUNTY REGIONAL AIRPORT

MADISON, WI 53704-3134

Block Hours - Security System Rep

Quantity: 5 Days a month/60 Days a year/480 Hrs
Coverage Level: Basic
Equipment: Block Hours
Style: Security System Rep
Type:
Size:

Services Provided

Schedule 8 Hrs every Tuesday -

Equipment Tasking

Scheduled Services – JCI shall provide scheduled services as established by the manufacturer of all covered equipment.

Functional Testing – At least annually JCI shall perform a functional test and inspection of all covered equipment, including covered equipment subject to scheduled services under this agreement. Functional Testing and Inspection shall be performed using appropriate diagnostic tools and functional applications to determine if covered equipment is functioning properly and operating according to manufactures specifications. During testing and inspections, all Covered Equipment shall be checked for damage, misalignment and proper connections.

Special Additions and Exceptions

This agreement is for the scheduled updates and maintenance of:

Access Control Equipment -

- Software for the Airport Security Management System host and workstation
- All P2000 Software and Firmware updates
- Video Imaging Workstation, Badge Printer and Camera
- Access Control Field Panels
- Door Hardware, Maglocks, Electric Strides, Crash Bars, Dead Bolt Locks
- Locks
- Power Supplies
- Request to Exit Devices
- Door Contacts
- Chex-It Devices
- Push Button Overrides
- Wireless Receivers and Transmitters
- Panic Alarms
- Card Readers

Video and Closed Circuit Television Equipment -

- All Airport Cameras, Fixed 360 and PTZ
- Coaxtron Translators
- Fiber Converters
- Matrix Bay CPU
- On SSI Software

The Following tasks are to be performed annually:

Cameras:

- **Visual Inspection** - Check all connections for secure connectivity - Check components for damage/wear/weather condition. Inspect mounting points for secure fit/mounting
- **Functional Test** - Verify camera picture function - Check picture quality (Focus, Iris, etc.) - Check and test Pan and Tilt function - Verify Pan and Tilt programmed presents function - Check and test Zoom function - Verify Zooms function programmed presents function - Check housing - Inspect camera for housing leaks - Verify Cameras fan is operating properly - Verify Cameras heater operation - Clean housing

Access Control:

- **Visual Inspection** - Check reader operation - check all connections for secure connectivity - Check components for damage/wear/condition - Inspect mounting points for secure fit/mounting
- **Functional Test** - Reads cards and grants access - test range - Check access granted/denied LED's on reader - Verify keypad buttons are functioning properly -

Lock Hardware:

- **Visual Inspection** - Inspect mounting points for secure fit/mounting - inspect door for alignment
- **Functional Inspection** - Key function operation on (on key locks) - Engagement of lock - Test fail safe/fail secure mode operates on door lock hardware - test delayed egress operation

Alarm Contact:

- **Visual Inspections/Functional test** - Inspect mounting points for secure fit/mounting - Check and test door forced and door propped - test all pager alarms - Check resistance of open/closed state

Power Supplies:

- **Visual Inspection/Functional Test** - Check input voltages to power supply/transformer - Check output voltages from power supply/transformer - Check power on light Check UPS battery operation (remove AC source) - Check and record age of battery.

Audible Device Delayed Egress:

- **Visual Inspection/Functional Test** - Inspect mounting points for secure fit/mounting - Test sounding function operation

Special Additions and Exceptions Cont.

CK721, RDR, Boards and input/output boards:

- Visual inspection/Functional test – Transmits and receives LED's – Verify bi-directional communications (Forward & Reverse polling) – Test input points for Open/Short/Secure/Alarm states – Check resistance of AUX access/input points – Check calibration of 4-State alarm – Test output relays for ON and OFF switching – Check input voltages to power supply/transformer – Check power indicator light – Test tamper switch function – record panel firmware or software version.

Additional Services:

JCI shall provide the following services in addition to Scheduled Services, Functional Testing and inspecting of equipment listed above:

- Services identified in on SSI Service updates on Covered Equipment shall be performed as recommended in the service update.

Service Technicians Qualifications: – Service technicians providing service under this agreement have the following qualifications:

- P2000 Security Management System (SMS) Certification
- Authorization for P2000 Factory Technical Support by JCI
- A minimum three (3) years of experience servicing the JCI P2000 SMS
- On SSI Certification in Ocularis ES and CS Software:
 - > A Minimum five (5) years' experience in CCTV
 - > Located within 60 miles of the Dane County Regional Airport
 - > Monthly Safety Training
 - > Semi-Annual vehicle audit on technician vehicle
 - > Annual Ethics training
 - > Provided Commercial Vehicle with clearly marked permanent identification fixed to it with tools
 - > Proper Airport Security identification credentials in compliance with 49 CFR Part 1542
 - > Background screening and Drug Testing

Termination:

A: Either party to this agreement may terminate the agreement by giving the other party written sixty day notice of termination.

B: The following shall constitute grounds for termination –

- PROVIDER's violation of or failure to comply with any applicable state, federal or local law regulation, ordinance, rule or service standard.
- PROVIDER'S failure to obtain and maintain applicable licenses or certifications as required by law, regulation, ordinance or rule.
- PROVIDERS inability to perform the work provided herein.

C: Failure of the Dane County Board of supervisors, the Dane County Executive or if applicable, the State or Federal Government to provide sufficient funds to carry out County's obligations hereunder shall result in automatic termination of this agreement as of the date funds are no longer provided.

D: In the event this agreement is terminated prior to its expiration date, as set forth above, any finished or unfinished documents, services, data, products and the like prepared, produced or made by PROVIDER under this agreement shall at the option of COUNTY become property of COUNTY and PROVIDER shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents, services, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by PROVIDER by virtue of any breach of this agreement by PROVIDER and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

**TERMS AND CONDITIONS
DEFINITIONS**

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

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5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- 1- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- 2- equipment not covered by this Agreement or attachments made to Covered Equipment;
- 3- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- 4- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- 5- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- 6- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- 7- issues or failures not specifically covered by this Agreement; or
- 8- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and

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DANE COUNTY REGIONAL AIRPORT F&S

notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and

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persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. **CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.**

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements,

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proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

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c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO**

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SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

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EXHIBIT B

List of Pertinent Nondiscrimination Acts and Authorities

During the performance of the Airport Security Management System Purchase of Services Agreement between Dane County and Johnson Controls, Inc. (the "Agreement"), Johnson Controls, Inc. Provider, its assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38));
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, reasonable steps must be taken to ensure that LEP persons have meaningful access to covered programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended (prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)).