



FIRE/SECURITY INSTALLATION AND SERVICES AGREEMENT

Johnson Controls, Inc.
Branch Office Address
15901 SW 29th St, Suite 801
Miramar, FL 33027
Telephone No. 954-538-7895

Customer: Curtis Krauel Address: 360 S. County Rd Palm Beach, FL 33480 Telephone Number: (561)227-6311	Customer's Facility: Town of Palm Beach	Agreement No. Effective Date: 10/01/2018 State License Number:
Customer Representative and Contact Information: Captain Curtis Krauel		561-227-6390

SCOPE OF AGREEMENT. Customer has selected Johnson Controls, Inc. (“JCI” or “Johnson Controls”) to provide the systems and perform the services that are selected below. JCI will install the systems and perform the services at Customer’s facility identified above (the “Premises”). Pursuant to the terms and conditions of this Agreement, JCI will install or cause to be installed the systems selected below (the “Work” or the “System”) and will provide monitoring, repair, inspection and/or response services as selected below (the “Services”). A complete list of equipment included with each selected system is identified in Exhibit A “Schedule of Installed Equipment.” A separate list of equipment that is the subject of the Services to be provided is attached as Exhibit B “Services Schedule of Equipment.” This Fire/Security Installation and Services Agreement includes these terms, the General Terms and Conditions and all other parts, exhibits, and schedules which together are incorporated herein and comprise the Agreement Documents. In the event that any provision of this Agreement conflicts or is inconsistent with any provision of any other Agreement Document, the provisions of this Agreement shall control.

TYPE OF SYSTEM: (check all that apply): ☐ Access Control ☐ Burglar/Intrusion ☒ CCTV
☐ Fire Alarm ☐ Intercom/Nurse Call ☒ Other Radios, Power Boxes

SERVICES: (check all that apply): ☒ Basic Coverage (Scheduled Services) ☐ Premium Coverage (Scheduled Service Visit and Repair)
☐ Central Station Monitoring ☐ Central Station Monitoring with Open and Close

EXTENDED SERVICE OPTIONS IF PREMIUM COVERAGE IS SELECTED:

On-Site repair services will be provided at Customer's facility during JCI's normal business hours, unless one of the following options is selected:

- ☐ 24-5 Extended Service-JCI will provide on-site response 24 hours a day, 5 days a week (Monday thru Friday, except JCI holidays).
- ☐ 24-7 Extended Service-JCI will provide on-site response 24 hours a day, 7 days a week (including holidays).

PRICE AND PAYMENT TERMS. Customer agrees to pay JCI for the Work performed and the Services provided as set forth below. For Services, JCI shall invoice and Customer shall pay upon receipt of invoice and in advance of performance of the Services. Customer shall pay all invoices within 30 days of receipt, and delinquent balances shall accrue interest at the rate of 1½ % per month. Customer agrees that JCI retains a security interest in any equipment installed under this Agreement until Customer has paid JCI the full purchase price.

PRICE FOR THE INSTALLATION

Installation Price \$ _____
\$ _____
\$ _____

PRICE FOR THE SERVICES

Invoice Period: ☐monthly ☐quarterly ☐semi-annual ☒annually

Year 1 Price \$17,998
 Year 2 Price \$ _____
 Year 3 Price \$ _____
 Year 4 Price \$ _____
 Year 5 Price \$ _____
 Tel. Co. charge ☐ annually ☐ Agreement term \$ _____

TOTAL PRICE for WORK \$ _____
DEPOSIT RECEIVED (due upon \$ _____

execution of agreement):
BALANCE (due upon installation of \$ _____
system):

TOTAL PRICE for SERVICES	\$17,998
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TERM AND AUTOMATIC RENEWAL. This Agreement is for an original term of 1 (#) years and shall begin on the Effective Date identified above (“Original Term”). The Work will begin on 10/01/18 and the parties agree that the Work shall be deemed completed as of the date on which the System is installed and becomes operational. The Services will begin on 10/01/18 or, if applicable, upon completion of the Work. Unless terminated earlier as provided herein, this Agreement will automatically renew on a year-to-year basis after the Original Term ends unless Customer or JCI gives the other written notice of non-renewal. The notice must be delivered at least thirty (30) days prior to the expiration of the Original Term or any renewal year. Any price adjustments for renewal years are described in the General Terms and Conditions.

JOHNSON CONTROLS, INC.

By Mike Miller Date 08/25/18

Name: _____

Title: Building Technology Account Executive

CUSTOMER: Town of Palm Beach

By: _____ Date: _____

Name: _____

Title: _____

GENERAL TERMS AND CONDITIONS (INCLUDING LIMITED WARRANTY) FOLLOW

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

1. **COVERED EQUIPMENT** is the equipment for which Services are to be provided under this Agreement as set forth in the attached Schedule of Installed Equipment.
2. **EQUIPMENT FAILURE** means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.
3. **SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.
4. **SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment.
5. **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.
6. **REPAIR MATERIALS** are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned. Repair Materials are covered by the terms of the warranty set forth herein.

B. SERVICE COVERAGE OPTIONS

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.
2. **PREMIUM COVERAGE** means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement, for Covered Equipment.
3. **EXTENDED SERVICE** means service for repairs performed outside JCI's normal business hours and is available only if Customer has PREMIUM coverage. The price for Extended Service, if chosen by Customer, is part of the total price Customer will pay. Should a defect be found during an Extended Service visit that JCI is not responsible for under this Agreement, Customer agrees to pay JCI's standard fee for any services rendered. Should Repair Labor or Repair Materials be performed in periods beyond the Extended Service period, Customer agrees to pay JCI's standard fee for any services rendered beyond the Extended Service period.

C. SERVICES SCOPE AND LIMITATIONS

1. **INITIAL EQUIPMENT INSPECTION.** JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will 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. This work will be done at JCI's standard fee for parts and labor in effect at that time. If Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.
2. **EXCLUSIONS.** JCI's Work and Services under this Agreement do not include:
 - (a) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
 - (b) calls resulting from lack of operator-level preventive maintenance, site related problems, or operator error;

(c) service calls due to failure resulting from strikes, riots, labor disputes, theft, vandalism, riots, war, unavailability of parts, materials or supplies, interrupted internet or telecommunications service, floods, fires, acts of God, explosions or other casualties or any other cause beyond the control of JCI (collectively "Disruption Events");

(d) service calls due to abuse or misuse of equipment, or alterations, modifications, or repair to equipment not performed or provided by JCI;

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

(f) electrical work to Customer's facility necessary because of equipment;

(g) service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;

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

(i) service calls resulting from the effects of normal wear and tear, erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by JCI's normal maintenance;

(j) work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by JCI;

(k) service calls required because JCI was previously denied access to the equipment;

(l) work caused by the negligence of others, including but not limited to equipment operators and water treatment companies; and

(m) service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond JCI's control, and service calls required because JCI had previously been denied access to the equipment.

3. **CENTRAL STATION SERVICE.** If "Central Station Monitoring" Services are provided, Customer agrees to furnish JCI with a list of the names, titles, residence addresses and phone numbers of all persons authorized to enter the Premises during regularly scheduled closed periods. If JCI's Services include "Central Station Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer-authorized daily and holiday opening and closing schedules. The "Central Station Monitoring" or "Central Station Monitoring with Open or Close" Services may be immediately canceled by either party in the event JCI's central station, connecting wires, or System within the Premises are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

4. **ALARM DISPATCHES.** JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable effort to transmit the signal to the appropriate police, fire department or other emergency response agency having jurisdiction, unless there is reason to believe that an emergency condition does not exist; and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify Customer's representative pursuant to Customer's written instructions. 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.

5. **INSPECTION, TEST AND REPAIR.** Customer hereby authorizes JCI to make required inspections, tests and repairs to the System. JCI will provide notice to Customer of such necessary inspections, tests and repair and shall thereafter endeavor to perform such tasks as soon as is reasonably possible. Customer understands and agrees that JCI's obligation to repair the System relates solely to the System specified under this Agreement and that JCI is not obligated to test, inspect or repair or otherwise ensure the operation of devices or systems of others to which JCI Systems may be attached. In the event JCI is asked and thereafter consents in writing to accept responsibility to provide service on an existing Customer system, JCI will first conduct a preliminary inspection of such system. Customer agrees to pay for any necessary changes recommended by JCI to be made to the system prior to JCI's commencement of the additional services for such system.
6. **COMMUNICATIONS MEDIA.** Customer acknowledges that the System transmits 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 Customer's 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 the Schedule of Equipment, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for internet transmission under this Agreement.
7. **UNNECESSARY ALARMS AND SERVICE CALLS.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary service run caused by Customer. In addition, if JCI or Customer is assessed any fine or penalty by any municipality as a result of such false alarm, Customer shall be responsible for the full amount of that charge.
8. **SYSTEM DAMAGE.** Should any part of the System be damaged by Disruption Events, attempted or actual unauthorized repair service, misuse, abuse or modification, or any other cause beyond the control of JCI, any repairs or replacement shall be paid for by Customer. In no event shall JCI be responsible to Customer or any third party for any damage or loss to any real or personal property arising out of JCI's obligation to repair or service the System.

D. STANDARD OF CARE AND WARRANTIES

1. The predominant purpose of this Agreement is Customer's purchase and installation of goods, with the provision of services being ancillary to the same. Customer acknowledges that the System specified in the Agreement Documents is as requested by Customer and is suitable to Customer's needs.
2. JCI warrants that the equipment and labor provided by it shall be free from defects in material and workmanship arising from normal usage for a period of 365 days from the date of beneficial use by Customer. For equipment installed by JCI, if Customer provides written notice to JCI of any such defect within 30 days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Customer. These warranties do not extend to any equipment that has 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 Systems or parts become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours I.e. Monday – Friday 8:00 am – 4:00 pm excluding holidays.
- JCI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES - EITHER EXPRESS OR IMPLIED - AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE SYSTEM,**

ITS MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

E. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants that all Covered Equipment is in good working condition and that Customer has given JCI all information concerning the condition of the Covered Equipment.
2. Customer agrees that, during the Term of this Agreement, Customer will:
- (a) operate the System according to the manufacturer's and JCI's recommendations;
 - (b) keep accurate and current work logs and information on the System as recommended by the manufacturer and JCI;
 - (c) provide an adequate environment for System as recommended by the manufacturer or JCI;
 - (d) furnish any necessary 110 volt A.C. power and electrical outlets at its expense;
 - (e) repair, service and/or to assure the operation of any other property, system or device of Customer, or of others, to which the System may be attached or connected;
 - (f) carefully and properly set the System each night or at such other time as Customer shall close the Premises;
 - (g) carefully and properly test the System prior to each closed period;
 - (h) perform regular System checks as instructed by JCI in order to ascertain that the System is functioning properly;
 - (i) notify JCI immediately of any claimed inadequacy of the System or System malfunction, failure, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (j) 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;
 - (k) refrain from causing false alarms, and pay or reimburse JCI for payment of any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result of any false alarm; and
 - (l) cooperate with JCI and provide any and all necessary information to facilitate JCI's delivery of the Work and Services in a timely manner.
3. Customer agrees not to tamper with, alter, adjust, add to, disturb, injure, remove or otherwise interfere with an installed System (including any software), nor to permit the same to be done, and Customer shall be responsible for the System during the term of this Agreement.
4. Customer acknowledges that JCI is in no way obligated to insure the operation of the System or to maintain or service Customer's property or the property of others to which the System is connected. JCI is not an insurer, and it is Customer's duty to purchase and maintain insurance covering personal injury, property loss, damage to and on Customer's premises. Customer does hereby for itself and other parties claiming under it release and discharge JCI from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against JCI. Customer agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or subsequently installed, are or will be corrected at Customer's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with JCI's signaling devices.
5. Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any System breakdown, or any necessary repair or replacement of any equipment.

F. CHANGES

1. Changes to Scope of Work. Customer acknowledges that JCI developed the prices set forth in this Agreement in accordance with plans and specifications provided by Customer or Customer's contractor. If any authority having jurisdiction over the Premises requires an alteration to the design of the System that increases or decreases the coverage requirements, JCI reserves the right to increase or decrease the price and/or scope of Work accordingly. Notwithstanding anything herein to the contrary, this provision will apply to any Planned Service Agreement or any other agreement governing the delivery of services by JCI to Customer arising from or associated with the installation of the System pursuant to this Agreement.
2. Changes to Customer Equipment. Customer retains the right to make changes or alterations to its equipment, provided that if, in JCI's sole opinion, such changes or alterations substantially affect JCI's Services or obligations under this Agreement, JCI shall have the right to make appropriate changes to the scope or price of this Agreement or to both. Customer shall pay for all changes, including any increase in the Services Price, which result from any Customer directed alteration, remodeling, repair or other change to the Premises.

G. ACCESS AND AUTHORIZATION TO PERFORM THE WORK AND SERVICES

Customer will give JCI access to the Premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with this Agreement. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access to the Premises is provided. If Customer desires the Work and/or Services to be rendered at a time other than normal business hours, any additional costs (e.g., overtime pay, etc.) will be paid for by Customer at JCI's standard rates. Any suspension of Work or Services under this provision will not cancel or suspend any of Customer's obligations under this Agreement.

H. INDEMNIFICATION

1. CUSTOMER RETAINS SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES AND FOR PROTECTING AGAINST LOSSES TO ITS OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES. EACH PARTY WILL BE RESPONSIBLE TO THE OTHER ONLY FOR SUCH INJURY, LOSS, OR DAMAGE TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS OF SUCH PARTY. JCI IS NOT RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE CAUSED BY EQUIPMENT THAT IS NOT COVERED EQUIPMENT.
2. JCI AND CUSTOMER AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OTHER, INCLUDING THEIR OFFICERS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR SUITS OF ANY KIND, INCLUDING ALL LEGAL COSTS AND REASONABLE ATTORNEYS' FEES, RESULTING FROM THEIR NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OR THAT OF THEIR EMPLOYEES OR AGENTS. THE OBLIGATIONS OF JCI AND CUSTOMER ARE FURTHER SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
3. To the extent permitted by law, Customer shall indemnify, defend and hold harmless JCI from and against all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with any action or proceeding brought against JCI or Customer to the extent that such action or proceeding is based on a claim that the installation or operation of any piece of equipment, software, or application infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

I. LIMITATION OF LIABILITY

1. NEITHER JCI NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING IN ANY WAY FROM THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
2. IN NO EVENT SHALL JCI'S LIABILITY, INCLUDING ITS INDEMNIFICATION OBLIGATION, EXCEED THE PRICE OF THE AGREEMENT OR THE AMOUNT OF ACTUAL COVERAGE AFFORDED UNDER THE LIMITS OF JCI'S PRIMARY GENERAL COMMERCIAL LIABILITY INSURANCE REFERENCED IN THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY AND THAT THE PAYMENTS PROVIDED FOR IN THIS AGREEMENT ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED IN THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PREMISES OR ANY PROPERTY LOCATED THERE. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS, INCLUDING DAMAGE OR LOSS TO PROPERTY OF THIRD PARTIES LOCATED AT CUSTOMER'S PREMISES THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.
3. The disclaimer of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the Work or Services on an economic basis, and would not have entered into this Agreement, without such limitations.

J. FORCE MAJEURE

NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF THAT PARTY. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO, DISRUPTION EVENTS AS DEFINED ABOVE. JCI will not be required to supply the Work or perform the Services while interruption of the Work and/or Services due to any such cause continues.

K. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments in the Price and Payment Terms for Services applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement as provided in the Term and Automatic Renewal paragraph of this Agreement, the adjusted price shall be the price for the renewal period.

L. JCI'S EQUIPMENT

JCI may provide tools and equipment in Customer's Premises for JCI's convenience in performing JCI's Work and Services. Such tools and equipment shall remain JCI's property, and JCI retains the right to remove such property during the Term or upon the termination of this Agreement.

M. JCI'S EMPLOYEES

Customer acknowledges that JCI's employees are a valuable asset to JCI. Customer agrees to pay JCI an amount equal to twelve (12) months of salary for each JCI employee who worked at Customer's

facility who is then hired by Customer at any time during the term of this Agreement and for sixty (60) days thereafter. In addition, Customer agrees to reimburse JCI for all costs associated with any training JCI provided to such employees during the three years before the date Customer hires such employees.

N. RESOLUTION OF DISPUTES

1. If a dispute arises under this Agreement arises, the parties will promptly attempt in good faith to resolve such dispute by negotiation. All disputes not resolved by good faith negotiation will be resolved as follows:
 - (a) Notice of Dispute. In order to be able to mediate or arbitrate any dispute between JCI and Customer, the party requesting mediation or arbitration must first notify the other party in writing. Failure to give such notice will preclude the party seeking mediation or arbitration from subsequently mediating or arbitrating the dispute.
 - (b) Mediation. As a condition precedent to arbitration, the parties must first submit the dispute to mediation within five (5) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the parties.
 - (c) Arbitration. If mediation of a dispute is unsuccessful, then, at JCI's sole option, the dispute may be submitted to arbitration no later than five (5) days following mediation. 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, except as modified herein. 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 may be entered thereupon in accordance with applicable law in any court having competent jurisdiction of the dispute. The prevailing party shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the dispute.
2. While arbitration of any dispute is pending, JCI's obligation to provide Work or Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. If JCI suspends Work or Services, Customer will remain obligated to pay for any outstanding amounts owed JCI but will not be obligated to pay for the suspended Work or Services. Customer expressly agrees that JCI will not be held liable for damages of any nature that Customer may suffer as a result of JCI's temporary suspension of its Work or Services in accordance with this provision.
3. 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.
4. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.
5. The rights and obligations of the parties set forth in this Resolution of Disputes provision are in addition to, and do not alter, impair limit or otherwise waive, any other rights granted to the parties in equity or by law.

O. DEFAULT, SUSPENSION AND TERMINATION

1. Customer shall be in default if Customer:
 - (a) fails to make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, it being understood by Customer that such timely payment is a condition precedent to JCI's obligation to perform the Work and Services hereunder.

(b) fails to comply with any of the terms of this Agreement; or

(c) wrongfully terminates this Agreement.

2. If either party defaults under this Agreement, the affected party must provide the other with written notice containing a detailed description of the alleged default, including specific reference to the applicable provision(s) of this Agreement, within five (5) days of becoming aware of the alleged default. If the party alleged to be in default fails to respond in writing to the written notice and fails to cure the alleged default within ten (10) days of receiving the written notice, or for defaults that cannot be cured within that time, fails to commence and diligently pursue correction of the default within ten (10) days of receiving the written notice, the affected party may terminate this Agreement for cause.
3. If this Agreement is terminated by either party for cause, Customer will pay JCI for all undisputed amounts owed within ten (10) days of the termination date.
4. If JCI terminates this Agreement for cause, Customer shall be liable for all fees, costs or expenses JCI may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney fees, collection agency fees or court costs incurred by JCI.
5. A party's termination of this Agreement for cause will be without prejudice to any other right or remedy at law or equity. All such remedies are cumulative, and may be exercised concurrently or separately.
6. This Agreement may be terminated or suspended at JCI's convenience without liability or penalty by delivering to Customer written notice of such termination or suspension ten (10) days prior to the effective date of such termination or suspension.

P. INSURANCE

JCI shall maintain insurance in full force and effect at all times until the work has been completed, in the following amounts:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance, including Contractual	\$5,000,000 One Occurrence \$5,000,000 Each Aggregate
Comprehensive Automobile Liability Insurance	\$2,000,000 Combined Single Limit

The above limits are obtained through primary and excess policies.

A certificate of insurance is available upon Customer's request.

Q. ASBESTOS AND HAZARDOUS MATERIALS

1. Asbestos-Containing Materials: Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing Substances ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM at any of its facilities where JCI undertakes any Work or Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility Customers in the case of buildings that it does not own, if JCI will undertake Work or Services in the facility that could disturb ACM. Furthermore, for facilities constructed prior to 1982, if a complete copy of a current, comprehensive ACM survey or assessment does not exist for the area of the facility where JCI will undertake Work or Services that could disturb ACM, JCI shall engage a qualified asbestos inspector to conduct an ACM assessment/survey of that area of the facility at Customer's expense. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between

Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work or Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

2. Other Hazardous Substances: "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or subsequently 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, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paints and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Substances that may be otherwise present at its facilities ("Non-JCI Hazardous Substances"), Customer shall supply JCI with any information in its possession relating to the presence of such Substances if their presence may affect JCI's performance of the Work or Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Substances that may interfere with JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Substances from its facilities and the remediation of any areas impacted by the release of the Non-JCI Hazardous Substances, unless JCI had actual knowledge that Non-JCI Hazardous Substances 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 Substances, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Substances that have not been released and for releases not resulting from JCI's performance of the Work or Services.
3. Environmental Indemnity: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, Customer will indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facility, or the noncompliance with this section entitled "Asbestos and Hazardous Materials."

R. PERMITS, TAXES AND ASSESSMENTS

1. It is Customer's responsibility to pay all taxes, fines, assessments or other government charges, including sales taxes, relating to the Work or Services or the transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.
2. Customer shall obtain all licenses and permits required for the Work and/or Services.

3. All prices/charges set forth in this Agreement are based upon existing taxes and utility charges, and Customer shall pay any additional or increased taxes or utility charges imposed by a utility or government agency relating to the Work or the Services. JCI reserves the right to have the telephone company bill Customer directly for any telephone charges necessary to provide the Services.

S. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Work or Services, whether known to JCI prior to, or developed, discovered or acquired in connection with, the performance of its obligations hereunder. 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, employed 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.

T. MISCELLANEOUS

1. Notice. Any notice that is required to be given under this Agreement must be in writing and sent by personal delivery, mail or facsimile transmission to the party at the address noted on the first page of this Agreement.
2. Subcontracting. JCI shall have the right, in its sole discretion and upon written notice to Customer, to subcontract any Work and/or Services, including installation, monitoring, repair or other services that it may be required to perform herein. Customer acknowledges that this Agreement, and particularly those paragraphs relating to JCI's limitation of liability, damages, and indemnification, inure to the benefit of and are applicable to any assignees and or subcontractors of JCI, and that they bind Customer with respect to said assignees or subcontractors with the same force and effect as they bind Customer to JCI.
3. Assignment. This Agreement may not be transferred or assigned by Customer without the prior written consent of JCI. JCI shall have the right to assign this Agreement to any other person, firm or corporation without the consent of Customer.
4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings. There are no agreements, understandings or covenants between the parties of any kind, express or implied, oral or otherwise, pertaining to the Work or Services that have not been set forth or specified in this Agreement. This Agreement may not be changed, modified or varied except by a writing signed by an authorized representative from each party. This Agreement shall not become binding on JCI unless signed by an authorized representative of JCI.
5. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Change in Law. If there are any changes to relevant regulations, laws or codes that substantially affect JCI's obligations under this Agreement, Customer will negotiate in good faith with JCI for an appropriate and equitable adjustment to the scope of Work, Price of the Agreement or both.
7. No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights to any other party as a third party beneficiary or otherwise.

8. Waiver. No waiver by a party of any term, condition or provision of this Agreement will constitute a waiver of any other term, condition or provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless made in writing and signed by the party making the waiver.
9. Construction. This is a negotiated agreement, and the rule of construction that any ambiguities are to be construed against the drafting party shall not apply.
10. Choice of Law. This Agreement shall be subject to and governed by the laws of the State where Customer's Premises is located.
11. Severance. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. Survival. Any terms of this Agreement that by their nature extend beyond the Agreement termination remain in full force and effect following termination or completion of this Agreement and apply to the respective successors and assignees of the parties.

Annual Preventative Maintenance Visits for Entire System

ALPR Cameras (1) Annual Visit

- One (1) Onsite Technician
- One (1) Remote Technician
- Remote Test and evaluation for aim and valid reads
- Upgrade Imaging Device
- Adjust, Target, & Calibrate each ALPR units as required
- Visual check of seals, cables, cable glands, and wire management
- Run system on batteries for 10 minutes and record battery voltage
- Check mounts, straps, and hardware for corrosion
- Spray metallic hardware with marine CRC anti-corrosion protectant
- Provide a checklist report for each location
- Clean windows
- Clean air filters
- High Lift
- For 18 ALPR Cameras

RADIOS (1) Annual Visit

- Check for loose connector and vapor lock tape conditions
- Check signal levels and alignment
- Clean antennas and dishes
- Check GPS pulse presence
- Upgrade Software to latest version
- Check polyphaser connectors and ground
- Check for cable damage and anchorage

VIDEO SURVEILLANCE CAMERAS (1) Annual Visits

- Clean camera housing and lower dome
- Check camera connections and voltage
- Check for exposed, cracked, or damaged wiring and wire anchorage
- Check for camera operation (PTZ cameras check for movement and noise)
- Check image and re-focus cameras as needed
- For 165 cameras

POWER BOXES (1) Annual Visit

- Check for lock operation
- Check batteries voltage and look for damaged batteries
- Check power input voltage (120 VAC)
- Check charging circuit and power supply back up operation
- Check for Radio's power inverter
- Check for air circulation fan and breather holes
- Check for switch voltage and operation
- Check CAT-5 connectors and wires

(ToPB Police Detail to accompany road crew during Preventative Maintenance)

TOTAL for Fiscal Year 2018 Maintenance Plan... \$17,998

Onsite Break/Fix Hourly Labor Based on Bi-Annual PM Plan

- \$125/Hour Onsite Service Repair Rate
- Minimum Service Repair Onsite Visit (4-Hour Minimum) \$500.00
- If Lift is required, it will be added to service ticket

Additional Notes/Items

- This Plan does not include any replacement Parts. If Parts are required, the Town of Palm Beach project coordinator will be notified once determined if part is covered under warranty or quotation will be generated.

This proposal listed above is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls Inc., Milwaukee, Wisconsin.

Town of Palm Beach

Signature

Name:

Johnson Controls, Inc.



Signature

Mike Miller
Account Executive
