

33409989\_City of  
Princeton\_2274387\_January\_2024

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## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
14200 E. Exposition Avenue  
Aurora CO80012  
United States

Proposal Presented On:  
11-30-2023



## SERVICE SOLUTION

**Customer #:** 2274387  
**City of Princeton**  
**Date:** 30-Nov-23  
**Proposal #:** CPQ-457377  
**Term:** 1-Jan-24 to 31-Dec-28  
**External Contract #:** 33409989 R03-JUN-2023  
**Subscription ERP #:**

**Billing Customer:**  
 City of Princeton  
 705 N 2ND ST  
  
 PRINCETON, MN 55371-1550

**Service Location:**  
 Princeton Public Safety Building  
 305 21st Ave S,  
 Princeton, MN 55371-6272

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Kelly Neill  
 14200 E. Exposition Avenue  
 Aurora CO 80012  
 kelly.neill@jci.com  
 (980) 209-8183

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### INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Princeton Public Safety Building	\$1,256.44
SYSTEM-FA-SIMPLEX 4010			
SIMPLEX PROG 4010 SYSTEM			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 1			
Primary Communication: Phone lines (POTS)			
Secondary Communication:			
Per Point : No			
		<b>ALARM &amp; DETECTION- MONITORING Total:</b>	<b>\$442.33</b>
SYSTEM-FA-SIMPLEX 4010			
SIMPLEX PROG 4010 SYSTEM		Est. First Inspection: October	



## SERVICE SOLUTION

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Main Fire Alarm Panel	1	Annual
Remote Power Supply/NAC Extender	1	Annual
Fire Alarm Battery Test (each)	4	Annual
Annunciator	1	Annual
Smoke Sensor Addressable	2	Annual
Pull Station	2	Annual
Audio-Visual Unit Addressable	42	Annual

**FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$814.11**

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



# SERVICE SOLUTION

## SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Monitoring
Princeton Public Safety Building	305 21st Ave S,	Princeton	MN	55371-6272	\$814.11	\$442.33

### ALARM & DETECTION- MONITORING

#### SYSTEM-FA-SIMPLEX 4010

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-SIMPLEX 4010

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### Customer Portal (Basic)

#### SYSTEM-FA-SIMPLEX 4010

Basic Customer Portal functionality will be provided.



## SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Princeton** and is effective **1-Jan-24** (the "Effective Date") to **31-Dec-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** Quarterly In Advance

Initials

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT: \$1,256.44 - Proposal #: CPQ-457377**

**PAYMENT SUMMARY:**

Year	Term	PSA Charges
1	01/01/2024 - 12/31/2024	\$1,256.44
2	01/01/2025 - 12/31/2025	\$1,256.44
3	01/01/2026 - 12/31/2026	\$1,256.44
4	01/01/2027 - 12/31/2027	\$1,256.44
5	01/01/2028 - 12/31/2028	\$1,256.44

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



## SERVICE SOLUTION

### Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Mail (USPS) , payment is Net 30, and invoices are to be paid via Check. Johnson Controls Check transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number: \_\_\_\_\_

Invoices are accepted via mail: \_\_\_\_\_ Please provide desired mailing address :  
\_\_\_\_\_



## SERVICE SOLUTION

City of Princeton	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: (980) 209-8183
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay. If the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform, Customer is obligated to reimburse Johnson Controls for such increased costs.

- 8. **One-Year Claims Limitation.** No claim or cause of action, whether known or unknown, shall be brought against Johnson Controls more than one year after the claim first arose. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.
- 9. **Choice of law.** This Agreement will be construed and enforced in accordance with the laws of Delaware, without regard to conflict of law principles therein.

City of Princeton  
("Customer")

Johnson Controls Fire and Life Safety Services  
("Johnson Controls")

By: \_\_\_\_\_

By: Kelly Neill

Title: \_\_\_\_\_

Title: Kelly Neill, ICCR

Date: \_\_\_\_\_

Date: 12/05/2023



**Johnson Controls  
Rider to Agreement  
Fire/Intrusion Monitoring Equipment and/or Services**

This Rider is made by and between Johnson Controls Fire and Life Safety Services ("Johnson Controls") and City of Princeton ("Customer") and amends the Preventative Service Agreement "33409989 CityofPrinceton 2274387 January 2024" (the "Agreement"). This Rider is effective as of the date of last signature below. In the event of a conflict between the provisions of the Rider and the Agreement, the provisions of this Rider shall prevail. To the extent any provisions of this Rider are the same or similar in any respect to any provisions of the Agreement, the same or similar provision in the Agreement is deleted and replaced with the provision in this Rider.

The following provisions are made a part of the Agreement:

- 1. Indemnity.** To the fullest extent permitted by applicable law, Johnson Controls shall indemnify Customer with respect to any third party claim for bodily injury, death, or property damage directly caused by the negligence of Johnson Controls while performing installation or service on Customer's premises (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the equipment or services were intended to detect or avert. This indemnity shall not apply to any damage, liability or expense arising from or due to, directly or indirectly, occurrences or the consequences therefrom that the equipment or service is intended to detect, prevent, avert or, irrespective of cause or origin, including negligence or other fault on the part of Johnson Controls.
- 2. Limitation of Liability. JOHNSON CONTROLS IS NOT AN INSURER. THE AMOUNTS JOHNSON CONTROLS CHARGES ARE NOT INSURANCE PREMIUMS BUT ARE BASED ON THE VALUE OF THE EQUIPMENT AND SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.**

**CUSTOMER AGREES TO LOOK SOLELY TO ITS INSURER TO RECOVER FOR ANY LOSS, DAMAGE OR INJURY ARISING DIRECTLY OR INDIRECTLY FROM, RELATED TO, OR IN CONNECTION WITH OCCURRENCES, OR THE CONSEQUENCES, THEREFROM THAT THE EQUIPMENT OR SERVICE IS INTENDED TO DETECT, PREVENT, AVERT OR RECORD (COLLECTIVELY, A "DETECTION EVENT") AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS ARISING BY WAY OF SUBROGATION. JOHNSON CONTROLS WILL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE TO A DETECTION EVENT.**

**NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF JOHNSON CONTROLS. JOHNSON CONTROLS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL DETECT, AVERT OR RECORD OCCURENCES OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICE IS DESIGNED TO DETECT.**

**IN THE EVENT ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, INCLUDING FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

- 3. Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS**

**OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**

4. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Insurance	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

5. **Pricing and Payment:** Customer agrees to pay the sum of \$ 0.00 ("Installation Charge") with \$ 0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus applicable taxes and the balance payable upon completion of the installation prior to system activation. For the service(s) as indicated in this Agreement, Customer agrees to pay services charges in the amount of \$1,256.44 per annum ("Annual Service Charge") plus applicable taxes, payable [monthly\quarterly\annually] in advance for the term of this Agreement. Johnson Controls may invoice Customer for progress billings based upon equipment and/or system components delivered or stored and/or services performed before completion of the installation. Johnson Controls may increase prices upon notice to the Customer to reflect increases in material and labor costs.

All payments are due upon receipt of the invoice. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due upon resolution. All other amounts remain due upon receipt of invoice. Failure to make payments when due will give Johnson Controls, without prejudice to any other right or remedy, the right to: (i) to stop performing any installation or services, withhold deliveries of equipment and other materials, require go-forward cash in advance payment and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

6. **Customer Responsibilities.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

7. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other