



## MINUTES

### INFRASTRUCTURE COMMITTEE

March 11, 2020

9:00 a.m.

Jury Assembly Room

Marinette County Courthouse

**MEMBERS PRESENT:** Supervisors Gilbert Engel, Shirley Kaufman, Al Mans, Al Sauld and Bill Stankevich

**OTHERS PRESENT:** County Administrator John Lefebvre, Forestry Administrator Pete Villas, Assistant Forestry Administrator Marcus Isaacson, Facilities & Parks Director Martin Keyport, Assistant Facilities & Parks Director Beverly Ruether, Highway Commissioner Eric Burmeister, Highway Financial Manager Brandon Daul, DNR Forester Dan Mertz, Dave Sanicki and T.J. Liebergen Pemenee River Riders, Facilities & Parks Administrative Specialist Kellie Hartman, Bay Cities Radio and Eagle Herald

#### 1. Call to Order

Chair Mans called the meeting to order at 9:00 a.m.

#### 2. Agenda

**Motion** (Kaufman/Engel) to approve agenda. Motion carried. No negative votes.

#### 3. Minutes

**Motion** (Sauld/Engel) to approve minutes of February 5, 2020. Motion carried. No negative votes.

**4. Public Comment** – Dave Sanicki – Intersection CTH O & CTH N – requested intersection as an action item

**5. Correspondence** - None

#### 6. Reports of outside agencies and others

- 2,483 hours of 2,916 support hours - 84%
- Read UW Extension Pesticide Training update
  - Glyphosate – active ingredient in pesticides – limited use as per directed – findings non-cancer causing

**7. Reports of Forestry activities - information only**

- Forestry's Revenue Report – Exhibit A
- Forestry projects update
  - Cleaning out tax deed properties
  - Equipment maintenance

**8. Purchase of 123 acres from Wisconsin Department of Transportation**

**Motion** (Kaufman/Engel) to recommend County Board approve the purchase of approximately 123 acres of land in sections 15, 16 and 21 T30N R23E Town of Peshtigo from the Wisconsin Department of Transportation for \$80,000 with funding for the purchase to be identified by the Administrative Committee and to authorize the Forestry Administrator to apply, accept if awarded and administer the Knowles-Nelson Stewardship Grant which may fund up to half of the purchase price. Motion carried. No negative votes. Exhibit B

Break - 9:30 a.m. – 9:35 a.m.

**9. Rescind or reconsider Infrastructure Committee action on February 5, 2020 item #8**

**Motion** (Sauld/Engel) to reconsider the action taken by the Infrastructure Committee on February 5, 2020 item #8 to authorize creation of an agreement with Marinette County & Title Town Jeepers to create OHV (Off-Highway Vehicle) trails and campground in T37N R17E Town of Goodman, agreement subject to Corporation Counsel's approval and brought back to the committee. Motion carried. No negative votes.

**Motion** (Sauld/ Stankevich) to authorize creation of an agreement between Marinette County & Title Town Jeepers to create OHV (Off-Highway Vehicle) trails in T37N R17E Town of Goodman, subject to Corporation Counsel's approval with the agreement to be brought back to the committee for final approval. Motion carried. No negative votes.

**10. Transfer tax deed property parcel #010-00642.003 to the Town of Dunbar**

**Motion** (Kaufman/Stankevich) to recommend County Board approve the transfer of tax deed property Parcel #010-00642.003 to the Town of Dunbar with the Town of Dunbar to pay all taxes due and all costs associated with the transfer for a total of \$3,265.69. Motion carried. No negative votes. Exhibit C

## **11. Reports of Highway activities – information only**

- Winter Maintenance
  - January 2020 costs \$340,000
  - February 2020 costs \$220,000
  - Winter Maintenance budget - 50% gone at end of February
  - New plow arrived last week
  - 2 new Tri-Axles – approximate arrival date - October 2020
- CTH O & CTH N Intersection
  - TAPCO Warning System with installation cost \$41,000 – not in budget
  - Committee requested that an action item be placed on April's meeting for discussion, consideration and action
- Shoreline erosion CTH BB
  - 100' by Edwards Lane encroaching on right-of-way
  - 100' north Little River Bridge
  - Cost to install riprap both locations – approximately \$50,000 from Fund Balance
- Freightliner Box Truck Purchase – used 2012 - 150,000 miles – cost \$43,000
- Spring Flood outlook
  - Peshtigo River, Menominee River and Great Lakes – 90% moderate flooding
  - Sand bags ordered for Highway and Emergency Management
- MLS Grant application for CTH W Project – awarded - 70% to 30% cost share
  - CTH G to 4 miles into Crivitz to STH 141 – total cost \$875,000 - \$612,000/grant and \$263,000/County
  - LRIP Grant – \$165,000 - CTH W – 2 miles from Willow Lane to Pit Lane
  - Discretionary - \$295,000 – CTH W – from Pit Lane to Loomis Road

## **12. Northwoods Forestry, Inc. agreement for tree planting**

**Motion** (Engel/Stankevich) to enter into an agreement with Northwoods Forestry, Inc. to plant 73,800 trees in the spring 2020 for a total cost of \$8,856.00 subject to Corporation Counsel approval. Motion carried. No negative votes. Exhibit D

## **13. Hugh W. Guy Jr. Land Surveying, Inc. agreement for 2020 surveying**

**Motion** (Sauld/Engel) to enter into an agreement with Hugh W. Guy Jr. Land Surveying, Inc. for 2020 surveying in Sec. 35, T33N-R21E, Sec. 24, T35N-R19E and Sec. 7, T37N-R20E for a total cost of \$8,620.00 subject to Corporation Counsel approval. Motion carried. No negative votes. Exhibit E

## **14. First American Title Insurance agreement for tax foreclosure properties**

**Motion** (Kaufman/Sauld) to enter into an agreement with First American Title Insurance Co. for title insurance for tax foreclosure properties for a total of \$7,114.00 subject to Corporation Counsel approval. Motion carried. No negative votes. Exhibit F

## **15. Purchase of 2016 Kenworth semi-tractor**

**Motion** (Engel/Sauld) to recommend County Board approve the purchase of a used 2016 Kenworth semi-tractor from Wisconsin Kenworth including trade in for \$5,000 for total cost of \$64,219.50. Motion carried. No negative votes. Exhibit G

## **16. Purchase of new 2020 detachable gooseneck lowboy trailer**

**Motion** (Stankevich/Engel) to recommend County Board approve the purchase of a new 2020 detachable gooseneck lowboy trailer from Aring Equipment including \$10,000 for trade in for total cost of \$54,800. Motion carried. No negative votes. Exhibit H

## **17. 2020 Sustainable Forestry Conference in Florence, WI**

**Motion** (Kaufman/Sauld) to authorize Committee members and staff to attend the 2020 Sustainable Forestry Conference to be held in Florence, WI on April 23, 2020 with mileage and per diem for Committee members. Motion carried. No negative votes.

## **18. Reports of Facilities and Parks activities – information only**

- Former LEC renovation project update
  - Internal demolition
  - Ella Court – open to one-way traffic
  - Exterior towers demolition– mounted electrical meters need to be removed
    - Tentatively scheduled this Saturday – WPS to disconnect – staff member to oversee
  - Submittal Process began – Contractors submit materials to Architects for approval
  - Replacing elevator from 2 doors to 1 door
  - Elevator shaft package size - to be reviewed by Architects, contractor, County & Otis
  - Structural crack on second floor – needs to be reviewed before further demolition
  - Asbestos material in floor/carpet glue in two rooms – contained and removed
- Various Facilities project update
  - Forward Services – moved to portion of I.S. Department offices in basement
  - Partial I.S. Department staff moved to temporary offices
  - Meeting to plan/organize Data Center move
- Parks activities and updates
  - 2 Caretakers working at HHS Niagara – shoveling roofs, painting, pest control
  - 1 Caretaker working at Highway Shop Peshtigo - plowing, loading salt
  - 4 Caretakers working at Courthouse – 4<sup>th</sup> floor remodel project
  - Attending trade show in Rothschild, WI this Friday – Sunday
  - Mad Dog and Merrill Show to film at Goodman Park end of May – episode to air 4 weeks later
- Parks’s Monthly Revenue Report – Exhibit I

## **19. Approve lease agreement with Forward Services**

**Motion** (Sauld/Engel) to recommend County Board approve a lease with Forward Service Corporation, commencing April 1, 2020 through March 31, 2021 for room C026 in the building located at 1926 Hall Ave, Marinette for rental payment of \$1,957.00 per month with the other terms and conditions as identified in the attached lease document subject to Corporation Counsel approval. Motion carried. No negative vote. Exhibit J

## **20. Addendum to Johnson Controls agreement for HVAC Planned Service**

**Motion** (Kaufman/Stankevich) to recommend County Board approve addendum to agreement with Johnson Controls for HVAC Planned Service Agreement at a cost of \$39,500.00, subject to Corporation Counsel approval. Motion carried. No negative vote. Exhibit K

## **21. Invoices**

Committee reviewed Schedule of Paid Invoices in the amount of \$317,987.38.

## **22. Future agenda items**

- Intersection of CTH O & CTH N as an action item
- Jurisdictional transfer of University Drive – West Shore Drive to Shore Drive
- ATV Campground in Dunbar – May's agenda

## **23. Adjournment**

**Motion** (Kaufman/Engel) to adjourn 10:55 a.m. Motion carried. No negative votes.

Kellie Hartman  
Administrative Specialist

Date approved/corrected:

Next meeting – Wednesday, April 8, 2020 at 9:00 a.m.

**MARINETTE COUNTY FORESTRY**  
***Timber Contract Revenue***

**Year 2019**

Month	Revenue	Year-to-Date
January	\$ 277,631.66	\$ 277,631.66
February	\$ 201,209.98	\$ 478,841.64
March	\$ 289,029.67	\$ 767,871.31
April	\$ 168,305.06	\$ 936,176.37
May	\$ 196,865.37	\$ 1,133,041.74
June	\$ 322,333.84	\$ 1,455,375.58
July	\$ 604,640.48	\$ 2,060,016.06
August	\$ 484,684.12	\$ 2,544,700.18
September	\$ 243,885.14	\$ 2,788,585.32
October	\$ 247,869.09	\$ 3,036,454.41
November	\$ 172,652.74	\$ 3,209,107.15
December	\$ 228,807.25	\$ 3,437,914.40

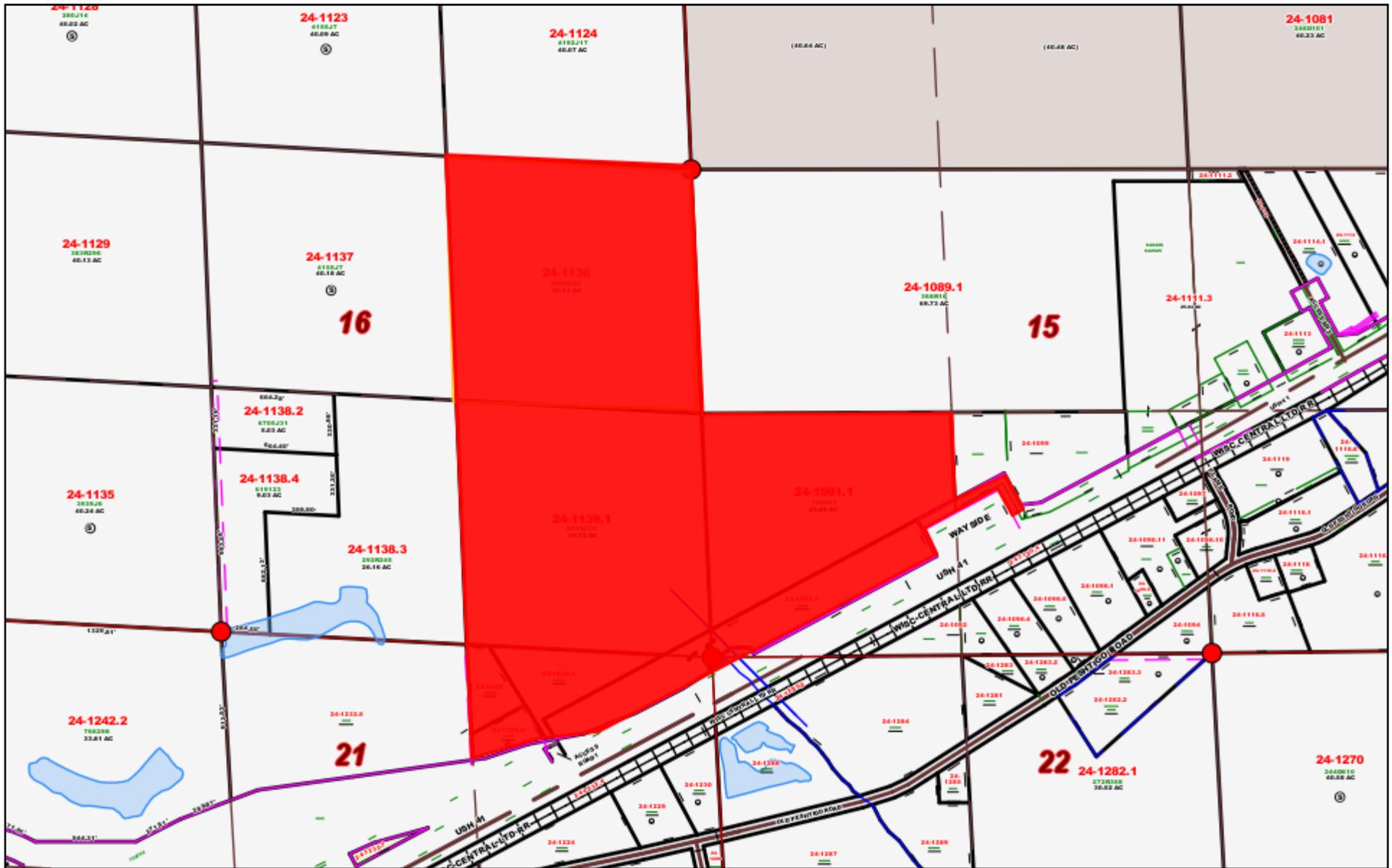
**Year 2020**

Month	Revenue	Year-to-Date
January	\$ 234,206.52	\$ 234,206.52
February	\$ 216,997.42	\$ 451,203.94
March		\$ 451,203.94
April		\$ 451,203.94
May		\$ 451,203.94
June		\$ 451,203.94
July		\$ 451,203.94
August		\$ 451,203.94
September		\$ 451,203.94
October		\$ 451,203.94
November		\$ 451,203.94
December		\$ 451,203.94

Current Status:     \$       (27,637.70)  
less than last year

# WI DOT Property

## EXHIBIT B

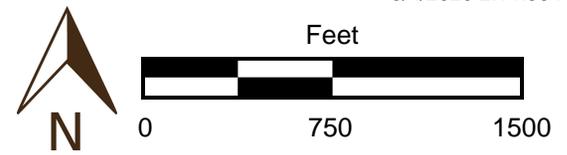


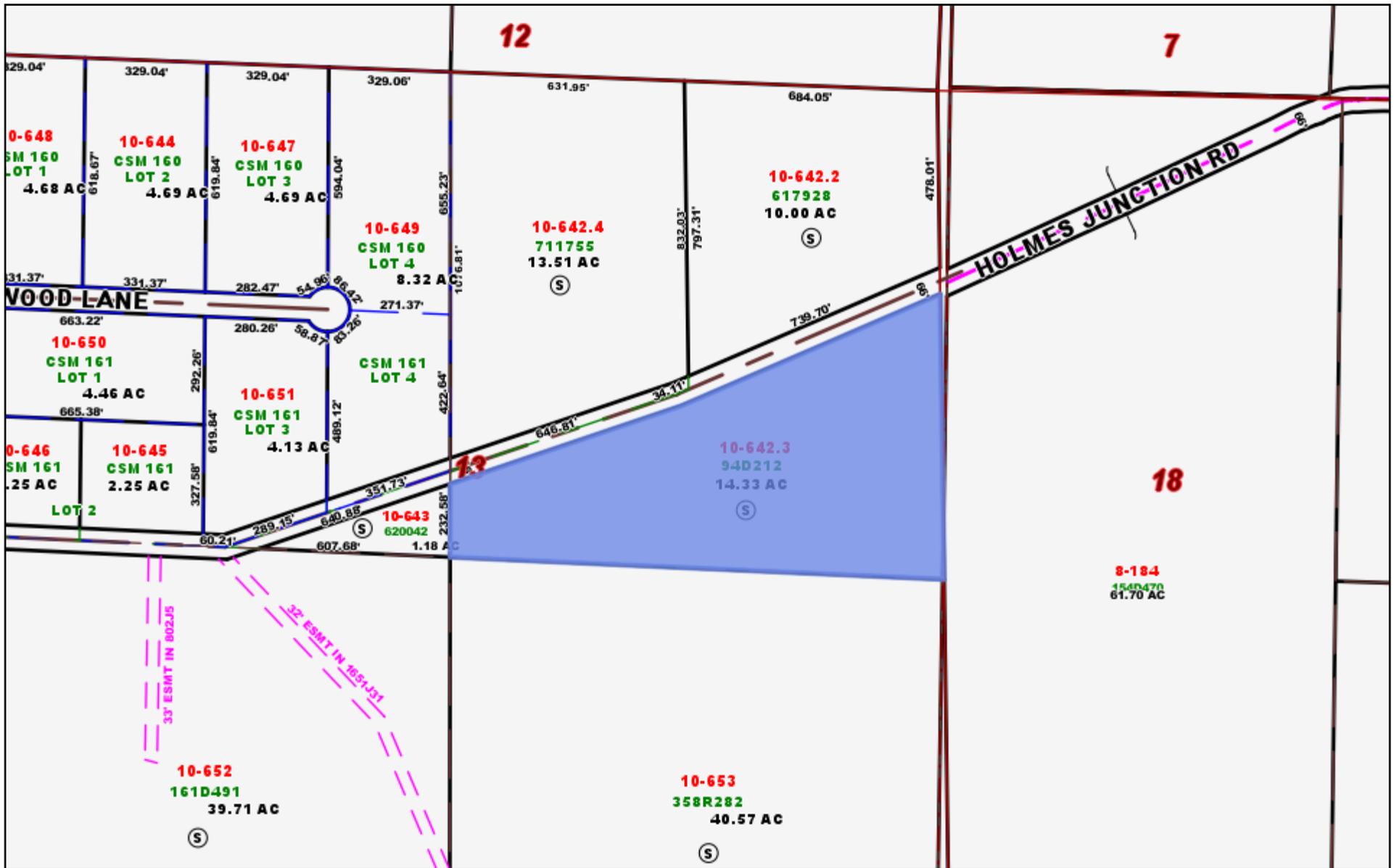
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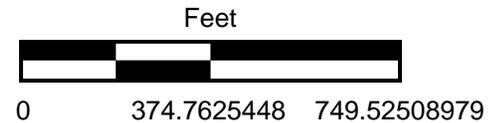


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**2020 TREE PLANTING  
RFP #20-001-05  
PROPOSAL TABULATION**

<b>VENDOR</b>	<b>COST PER 1,000 TREES</b>	<b>NUMBER OF TREES</b>	<b>TOTAL</b>
Northwoods Forestry, Inc. W1224 County Rd FW Eleva, WI 54738	\$ 120.00	73,800	\$ 8,856.00
G & J Site Solutions, Inc. 51811 Industrial Drive Calumet, MI 49913	\$1,540.00	73,800	\$113,652.00

**SURVEYING REQUEST  
RFP #20-002-25  
PROPOSAL TABULATION**

<b>VENDOR</b>	<b>TOTAL</b>
Hugh W. Guy Jr. Land Surveying, INC W8515 Kuchta Road Crivitz, WI 54114	\$ 8,620.00
Kapur & Associates, INC. 7711 N. Port Washington Road Milwaukee, WI 53217	\$ 13,600.00
UP Engineers & Architects 2906 N. Stephenson Ave, Suite 2 Iron Mountain, MI 49801	\$ 38,000.00

**TITLE INSURANCE FOR  
TAX FORECLOSURE PARCELS  
RFP #20-007-25  
PROPOSAL TABULATION**

<b>VENDOR</b>	<b>TOTAL</b>
First American Title Insurance Company 3900 Hall Avenue, Suite E Marinette, WI 54143	\$ 7,114.00
R.L. Hall Land Title Co. 361 Badger Court Oconto, WI 54153	\$14,808.00

**Semi Tractor Replacement for Current 1996 Volvo**

**Goal:** To find a used semi tractor replacement with the newest model year, lowest mileage and best shape that meets current and potential future Marinette County Forestry Department needs.

This semi tractor is planned to be kept for 20+ years barring significant issues.

Retail locations visited included Truck Country in Kaukauna, Quality Truck Care Center Inc. DePere, JX Peterbilt Green Bay, Kriete Truck Center Green Bay, Wisconsin Kenworth Wausau.

These are some of the more notable trucks looked at and shown listings of.

Recommend to purchase the Kenworth T-680 from Wisconsin Kenworth in Wausau WI

Make Model	Kenworth T-680	Western Star 4900SA	Freightliner CA125	Mack CXU613	Peterbilt 367
<b><u>Specs Required</u></b>					
<b><u>Cab</u></b>					
Day cab required	Day	Day	Day	Day	Day
Air Conditioning required	Yes	Yes	Yes	Yes	Yes
<b><u>Model Year</u></b>					
2010 or newer required	2016	2014	2014	2016	2015
2015 or newer preferred					
<b><u>Mileage</u></b>					
Less than 300,000 miles required	92,000	479,206	323,918	561,750	349,756
Less than 100,000 miles preferred					
<b><u>Engine</u></b>					
450 HP Minimum	455 HP	505 HP	435 HP	445 HP	500 HP
Turbo Diesel	Yes	Yes	Yes	Yes	Yes
12.9L or greater displacement	12.9L	14.8L	13L	13L	13L
Engine Brake - Required	Yes	Yes	Unknown	Yes	Yes
<b><u>Transmission</u></b>					
Preferred 10 or 12 speed automatic	10 Speed Automatic	N/A	N/A	12 Speed Automatic	N/A
13 speed manual acceptable	N/A	13 speed manual	10 speed manual	N/A	18 Speed manual
Able to accept a wet kit	Yes	Yes	Unknown	Yes	Already installed
<b><u>Drive Line</u></b>					
3.55 to 4.10 final drive required	3.55	3.73	3.55	3.42	3.70
Differential lockers preferred but not required	No	Yes	No	No	Yes
Tandem rear drive with 8 tires	Yes	Yes	Yes	Yes	Yes
<b><u>Suspension</u></b>					
12,000+ lb. front axle capacity	12,000 lb.	12,000 lb.	12,500 lb.	14,600 lb.	Unknown
40,000+ lb. rear axles capacity	40,000 lb.	40,000 lb.	40,000 lb.	46,000 lb.	Unknown
Air ride suspension required	Yes	Yes	Yes	Yes	Yes
<b><u>Advertised Price</u></b>	\$69,900	\$49,000	\$39,900	\$45,500	\$62,900
Additional service/plate fees	\$319.50				
Deposit	\$1,000				
<b>Total Price</b>	<b>\$69,219.50</b>				
<b><u>Notes</u></b>	Very nice overall condition. Meets or exceeds all requirements, but not all preferred options. Low miles, little to no rust.	Higher miles, body and frame starting to rust, Fair overall condition	Body in rough shape, door handle fell off. Overall condition rough.	Did not look at in person.	Previous log truck rough service, unknown engine hours.

Red Highlight = does not meet minimum specifics required.

EXHIBIT H

**Detachable Gooseneck Lowboy Trailer  
RFP #20-005-20  
PROPOSAL TABULATION**

<u>VENDOR</u>	<u>MODEL</u>		<u>COST</u>	<u>WARRANTY</u>
Certified Stainless Service Inc. Dba West-Mark 2704 Railroad Ave Ceres, CA 95307	Kaufman DT35	Base cost	\$50,200.00	1 year *only covers components manufactured by Kaufman (frame, side rails, cross members)
		Trade in	\$ 7,500.00	
		Total cost	\$42,700.00	
Aring Equipment Company 1800 N. Ashland Ave DePere, WI 54115	Trail King TK70HDG	Base cost	\$64,800.00	5 years pro-rated *covers frame, main beams 1 year *covers all other Trail King manufactured components, axels, suspensions, landing gear, wheels, rims, hubs, hydraulic valve body, 6 months *covers airlines, springs, air bags, leveling valves, bearings, brake valves, paint, oil seals, brake drums, shock absorbers, electrical, cylinders, hydraulic hoses and connectors
		Trade in	\$10,000.00	
		Total cost	\$54,800.00	
Elderon Truck & Equipment Hwy 29 & 45 South Wittenberg, WI 54499	Witzco Challenger NBG-35		Did not meet specs	
Elderon Truck & Equipment Hwy 29 & 45 South Wittenberg, WI 54499	Globe GTBN 352-47-26-GG		Did not meet specs	
Elderon Truck & Equipment Hwy 29 & 45 South Wittenberg, WI 54499	Globe GTBN 352-48-26-GG		Did not meet specs	

## MARINETTE COUNTY PARKS

*Camping Fees, Day Use, & Violation Revenue*

Year 2020						
Month	46720 Camping Fees	46722 Day Use	45110 Violations	Total Revenue	Year-to-Date	
January	\$ 64,876.81	\$ 218.02	\$ 10.00	\$ 65,104.83	\$	65,104.83
February				\$ -	\$	65,104.83
March				\$ -	\$	65,104.83
April				\$ -	\$	65,104.83
May				\$ -	\$	65,104.83
June				\$ -	\$	65,104.83
July				\$ -	\$	65,104.83
August				\$ -	\$	65,104.83
September				\$ -	\$	65,104.83
October				\$ -	\$	65,104.83
November				\$ -	\$	65,104.83
December				\$ -	\$	65,104.83
	<u>\$ 64,876.81</u>	<u>\$ 218.02</u>	<u>\$ 10.00</u>	<u>\$ 65,104.83</u>	\$	<u>781,257.96</u>

Year 2019						
Month	46720 Camping Fees	46722 Day Use	45110 Violations	Total Revenue	Year-to-Date	
January	\$ 64,388.62	\$ 104.27	\$ -	\$ 64,492.89	\$	64,492.89
February	\$ 14,545.08	\$ 137.45	\$ -	\$ 14,682.53	\$	79,175.42
March	\$ 15,227.59	\$ 497.68	\$ -	\$ 15,725.27	\$	94,900.69
April	\$ 18,824.25	\$ 1,507.29	\$ -	\$ 20,331.54	\$	115,232.23
May	\$ 22,696.68	\$ 8,786.00	\$ 50.00	\$ 31,532.68	\$	146,764.91
June	\$ 31,005.42	\$ 25,572.45	\$ 260.00	\$ 56,837.87	\$	203,602.78
July	\$ 31,714.99	\$ 29,564.46	\$ 950.00	\$ 62,229.45	\$	265,832.23
August	\$ 26,902.60	\$ 29,754.03	\$ 525.00	\$ 57,181.63	\$	323,013.86
September	\$ 17,700.52	\$ 14,746.98	\$ 400.00	\$ 32,847.50	\$	355,861.36
October	\$ 7,882.83	\$ 12,224.82	\$ 405.00	\$ 20,512.65	\$	376,374.01
November	\$ 340.52	\$ 4,111.10	\$ 140.00	\$ 4,591.62	\$	380,965.63
December				\$ -	\$	380,965.63
	<u>\$ 251,229.10</u>	<u>\$ 127,006.53</u>	<u>\$ 2,730.00</u>			

## Revenue status

\$ 611.94 Less than more year

**OFFICE LEASE**  
**[Short Form]**

THIS OFFICE LEASE is made and entered into as of this 1st day of April, 2020, by and between Marinette County (“Landlord”) and Forward Service Corporation (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord is the owner of the building located at 1926 Hall Ave, Marinette, WI 54143 (the “Building”); and

WHEREAS, Tenant desires to lease from Landlord, the covenants specified herein and Landlord desires to Lease to Tenant, certain premises in the Building.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, Landlord and Tenant agree as set forth below.

(1) PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, approximately 874 rentable square feet of space, designated as room C026 in the Building.

(2) TERM. This Lease shall be for a term of 12 months, commencing on April 1, 2020 (the “Commencement Date”) and ending at 11:59 p.m. on March 31, 2021.

(3) RENT. Tenant covenants and agrees to pay to Landlord, without demand, deduction or offset, base rent at a monthly rate of (\$1957.00) Dollars (the “Base Rent”). Base Rent shall be payable on or before the Commencement Date and on or before the first day of each calendar month thereafter during the term of this Lease. Base Rent for any partial calendar month during the term of this Lease shall be prorated based on the number of days in such partial calendar month.

(4) USE.

(a) PERMITTED USE. Tenant shall use the Premises exclusively for general office purposes for Tenant’s business and for no other use without Landlord’s consent, which consent may be withheld in Landlord’s sole discretion. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations, and requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Premises.

(5) COMMON AREAS. Tenant and its employees, customers and invitees shall have the reasonable non-exclusive right to use (in common with Landlord and all others to whom Landlord may grant such rights) such elevators, stairways, corridors, restrooms, lobbies and other common areas and facilities as may from time to time exist and be generally available to all tenants of the Building. Landlord shall have full control, management and direction of the common areas and facilities. Landlord shall have the right to close, reduce, increase, enclose, or otherwise change the size, number, location, layout, and nature of the common areas and

facilities in the Building; to place signs on or in the Building; and to change the name, number or designation by which the Building or Premises is commonly known.

(6) UTILITIES AND SERVICES. Subject to the Rules, Landlord shall, at its expense, provide: (a) heat and air-conditioning to the Premises; (b) water and electricity for the intended use of the premises; (c) elevator service for the Building; and (d) parking & snow removal. Tenant shall, at its expense: (a) provide telephone and internet services, and (b) maintain the premises in a clean and orderly manner.

(7) REPAIRS. Landlord shall keep the common areas in good condition and repair and shall make all structural and exterior repairs to the Premises and all repairs to the heating, air-conditioning, ventilating, electrical, and plumbing equipment and facilities located in the Premises; provided, however, if any part of the Building (including the Premises) or the apparatus or equipment therein requires repair or becomes damaged or destroyed through the acts, omissions, negligence or willful misconduct of Tenant or its agents, employees, customers or invitees, the expense of the necessary repairs, replacements or alterations shall be paid by the Tenant. Except as provided above, Tenant shall, at its expense, keep the Premises in good condition and repair.

(8) IMPROVEMENTS AND ALTERATIONS. Tenant shall not make any alterations, additions or improvements in, on, or to the Premises or any part thereof without the prior written consent of Landlord.

(9) ASSIGNMENT AND SUBLEASE. Tenant shall not assign its interest under this Lease or sublease all or any part of the Premises without the Landlord's prior written consent. Notwithstanding Landlord's prior written consent to any assignment or sublease, Tenant shall remain liable to Landlord for the payment of rent and the performance of all other obligations of Tenant hereunder for the balance of the term hereof.

(10) DIRECTORY AND SIGNS. Tenant shall be entitled to have its name shown upon the directory board of the Building. The design, size and style of identification, the location of the directory board, and the allocation of space thereon among the tenants of the Building, shall be determined by Landlord. Tenant shall not, without Landlord's prior written consent, install any sign or any other improvement on the exterior of the Premises or in the interior of the Premises.

(11) INSURANCE AND MUTUAL WAIVERS OF SUBROGATION. Tenant shall, at its expense, obtain and carry at all times during the term of this Lease: (a) public liability insurance covering the Premises and Tenant's use thereof with limits of at least \$1,000,000 combined single limit of liability for any bodily injury or death of any person(s) and any property damage for one occurrence (or such higher amounts as Landlord shall from time to time determine), and (b) such other insurance as may be required from time to time by Landlord or Landlord's mortgagee. All of such policies shall name both Landlord and Tenant as insureds, as their interest may appear, and all insurers thereon shall agree not to cancel or change the policies without at least ten (10) days' prior written notice to Landlord. A certificate of insurance of Tenant's insurers evidencing such insurance shall be furnished to Landlord on or before the

Commencement Date and, thereafter, a certificate evidencing the renewal of such insurance shall be furnished to Landlord at least thirty (30) days prior to the expiration of the term of each such policy. Whenever any loss, cost, damage, or expense is incurred by any party to this Lease and such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage (or increase the cost thereof, unless the other party reimburses the insured for any cost increase).

(12) INDEMNIFICATION/NON-LIABILITY OF LANDLORD. Tenant shall indemnify, defend and hold harmless Landlord, its agents and employees (the "Landlord Indemnified Parties"), from and against all claims, liabilities, losses, damages and expenses, including attorneys' fees and court costs, brought against or incurred by any Landlord Indemnified Parties arising out of, relating to or occurring by reason of Tenant's use or occupancy of the Premises or occasioned wholly or in part by any act or omission of Tenant, its agents, employees or invitees. Except for the intentional acts of the Landlord Indemnified Parties, the Landlord Indemnified Parties shall not be liable for, and Tenant, its agents, employees or invitees waive all claims for, injury to persons or damage to property sustained by Tenant, its agents, employees or invitees resulting from, arising out of or relating to an accident or occurrence in the Building or in the vicinity thereof.

(13) HOLDING OVER. Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after termination of this Lease without the written consent of Landlord, Base Rent at a daily fixed rent based upon double the Base Rent for the last period prior to the date of such termination, and shall also pay all damages sustained by Landlord by reason of such retention and all additional rent and other amounts due under the terms of this Lease. Landlord may, by written notice to Tenant of its election thereof, treat such holding over as an extension of this Lease for a period from month to month, on the terms and conditions of this Lease. This provision shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

(14) SUBORDINATION. This Lease is and shall be subject and subordinate at all times to the lien of any mortgage (including all extensions, renewals, amendments and supplements to any mortgage) in any amount now or hereafter placed on or against the Building, without the necessity of the execution and delivery of any further instruments on the part of Tenant. Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination and/or estoppel certificates as may be requested by Landlord.

(15) ENTRY BY LANDLORD. Landlord reserves the right to enter the Premises to inspect the same; to supply any service to be provided by Landlord hereunder; to show the Premises to prospective purchasers, mortgagees or tenants; to post notices of nonresponsibility; and to alter, improve, or repair the Premises and any portion of the Building, all without abatement of rent. For each of the aforesaid purposes, Landlord shall at all times have a key with

which to unlock all of the doors in the Premises, and Landlord shall have the right to use any and all means which Landlord may deem necessary to open such doors in an emergency.

(16) TENANT DEFAULT. If: (a) default be made in the payment of Base Rent or any additional rent or charge payable hereunder to Landlord by Tenant, and such default shall continue for five (5) days after written notice thereof shall have been given to Tenant; or (b) default be made in any of the other terms, covenants or conditions herein contained on the part of Tenant and such default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant; or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise, devolve or pass to any party other than Tenant, except with the prior written consent of Landlord; or (d) if Tenant shall abandon or vacate the Premises or permit same to become vacant; then and in any of the above-described events, Tenant shall be in breach of this Lease, and Landlord shall have the rights and remedies herein provided and any other rights or remedies as may be provided at law, in equity or otherwise. All costs and expenses, including attorneys' fees, incurred by Landlord in enforcing any of the terms, covenants or conditions of this Lease or pursuing any remedies or pursuing any remedies available hereunder, shall be payable to Landlord from Tenant on demand. Failure of Landlord to exercise its rights in connection with any breach of this Lease shall not be deemed to be a waiver of such breach or any other term, covenant or condition herein contained, and the subsequent acceptance of rent hereunder by Landlord shall not be deemed as a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease.

(17) SALE BY LANDLORD. In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability under any of the covenants or conditions herein contained. In such event, Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance. Tenant agrees to attorn to the purchaser or grantee, which shall be personally obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

(18) NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and given by personal delivery, sent via facsimile, or sent by overnight courier. Notices and demands to Landlord and Tenant shall be personally delivered or addressed as follows:

Copy to: Katherine Brandt, County Clerk  
County of Marinette  
1926 Hall Avenue  
Marinette, WI 54143

If to Landlord: Martin Keyport, Facilities & Parks Director  
County of Marinette  
1926 Hall Avenue  
Marinette, WI 54143

If to Tenant:

Michelle Szabrowicz, Chief Financial Officer  
Forward Service Corporation  
4600 American Parkway, Suite 301  
Madison, WI 53718

All such notices and demands shall be deemed to be given on the date such notice is personally delivered or on the date of confirmed receipt of facsimile transmission or one business day following deposit with an overnight courier.

(19) SURRENDER OF PREMISES. Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as when delivered by Landlord, ordinary wear and tear and damage by insured fire and other casualty excepted. All alterations, additions, improvements and decorations made to the Premises by or for Tenant shall remain and become the property of Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All trade fixtures and other equipment and personal property owned by Tenant may (and, upon Landlord's request, shall) be removed from the Premises by Tenant no later than the termination date. Any trade fixtures, equipment and personal property not removed by Tenant on or prior to the termination date shall be deemed abandoned and shall become the property of Landlord, but without prejudice to Landlord's continuing right to require Tenant to remove the same at Tenant's expense.

(20) DAMAGE OR DESTRUCTION/CONDEMNATION. If any material part of the Building shall be taken in condemnation or destroyed or damaged by fire or other casualty, Landlord shall either (i) diligently proceed to repair or restore the basic structure and facilities of the Building to the condition in which they existed immediately prior to such destruction, damage or taking or (ii) elect in its sole discretion not to repair or restore the Building and to terminate this Lease, effective as of the date of the destruction, damage or taking. In the event of a taking, all damages awarded by the acquiring authority shall be the property of Landlord; provided, however, that Landlord shall not be entitled to any separate award which may be made to Tenant for the cost of realigning, relocating or removing its personal property.

(21) QUIET ENJOYMENT. So long as Tenant shall perform and observe all of its obligations under this Lease, Tenant shall quietly enjoy the Premises, subject to the terms of this Lease and subject and subordinate to any zoning laws, ordinances, regulations, building restrictions, easements for public utilities and any underlying mortgages which may now or hereafter affect all or any part of the Building.

(22) MISCELLANEOUS.

(a) Except as otherwise specifically provided herein, whenever the consent or approval of Landlord is required to be given hereunder, Landlord may grant or withhold such consent or approval in its sole discretion.

(b) The laws of the state in which the Building is located shall govern the validity, performance and enforcement of this Lease.

(c) The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

(d) This Lease shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.

(e) The covenants, agreements, and obligations contained in this Lease, except as herein otherwise specifically provided, shall extend to, bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder).

Executed as of the day and year first above written.

LANDLORD: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

TENANT: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

# Planned Service Proposal



**CUSTOMER**  
MARINETTE COUNTY - COURTHOUSE

**LOCAL JOHNSON CONTROLS OFFICE**  
N961 TOWER VIEW DR  
GREENVILLE, WI 54942-8030

**AGREEMENT START DATE:**  
04/01/2020

**PROPOSAL DATE:**  
03/5/2020

**ESTIMATE NO.:**  
1-14L6782J



## Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



## Executive Summary

### PLANNED SERVICE PROPOSAL FOR MARINETTE COUNTY - COURTHOUSE

Dear Marty Keyport,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year for \$39,500.00 starting 04/01/2020 and ending 03/31/2021.
- The agreement price for first year is \$39500.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Thomas Mulroy  
Service Manager  
(866) 854-4713

## Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



### 1. Identify Energy Savings Opportunities

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

### 2. Reduce Future Repair Costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

### 3. Extend Asset Life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

### 4. Ensure Productive Environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

### 5. Promote Environmental Health and Safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

## A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



## Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

## Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

## The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



## Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

### Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

### Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

### Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

### Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

### Oil Analysis

By examining the oil, we can determine what part of the chiller is experiencing the most significant and harmful wear. Johnson Controls has been collecting data to statistically derive acceptable limits. We can also determine if there is a breakdown in the oil or if contaminants are affecting chiller operation.

### Vibration Analysis - Chiller

Johnson Controls maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from your chiller is collected by Johnson Controls personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows you to identify and correct potential issues before they cause unscheduled downtime.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

**We'll be your building technology services partner**

### Planned Service Agreement

Customer Name : MARINETTE COUNTY - COURTHOUSE  
Address: 1926 HALL AVE MARINETTE,WI 54143-1717  
Proposal Date: 03/05/2020  
Estimate #: 1-14L6782J

### 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.

### Term / Automatic Renewal

This Agreement takes effect on 04/01/2020 and will continue until 03/31/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### 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 \$39500.00. This amount will be paid to JCI in Monthly 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:

MARINETTE COUNTY COURT HOUSE  
 1926 HALL AVE  
 MARINETTE,WI 54143

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:** Thomas Mulroy \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** Service Manager **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Customer PO#:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

JCI Branch: JOHNSON CONTROLS APPLETON WI CB - 0N07  
 Address: N961 TOWER VIEW DR

GREENVILLE, WI 54942-8030

Branch Phone: (866) 854-4713

Branch Email: \_\_\_\_\_

**Schedule A - Equipment List**

**MARINETTE COUNTY COURTHOUSE**

**1926 HALL AVE  
 MARINETTE, WI 54143-1717**

**Controls Software, Supervisory/Server/UI, Johnson Controls, ADS**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 ADS Site Dir Software Subscription  
 1-year (up to 4 engines) -  
 Subscription Only

<b><u>Customer Tag</u></b> Software Subscription	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
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**Boiler, Gas-Fired, Fire Tube, 301-600 HP**

Quantity: 2  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Combustion Analysis

<b><u>Customer Tag</u></b> Boiler #1 Boiler #2	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
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**Chiller, Air Cooled, Scroll, 101-140 Tons**

Quantity: 2  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Seasonal Start-up

<b><u>Customer Tag</u></b> Chiller #1	<b><u>Manufacturer</u></b> JCI_YORK	<b><u>Model #</u></b> YCAL0066EE17 XEA/R410A	<b><u>Serial #</u></b> 2DXM010933
Chiller #2	JCI_YORK	YCAL0066EE17 XEA/R410A	2CXM010837

**Block Hours - Controls**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Preventive Maintenance

<b><u>Customer Tag</u></b> SSV	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
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**Block Hours - Mechanical Heavy**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Preventive Maintenance

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**  
 PREPARED FOR MARINETTE COUNTY - COURTHOUSE

<b>MARINETTE COUNTY COURTHOUSE</b>	<b>1926 HALL AVE MARINETTE, WI 54143-1717</b>
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**Customer Tag**  
Boiler Insp.

**Manufacturer**

**Model #**

**Serial #**

**Block Hours - Pneumatic**

Quantity: 1  
Coverage Level: Basic

**Services Provided**  
1 Preventive Maintenance

**Customer Tag**  
Leak Test

**Manufacturer**

**Model #**

**Serial #**

**Block Hours - Mechanical Heavy**

Quantity: 1  
Coverage Level: Basic

**Services Provided**  
1 Preventive Maintenance

**Customer Tag**  
Steam Traps

**Manufacturer**

**Model #**

**Serial #**

**Block Hours - Consultive**

Quantity: 1  
Coverage Level: Basic

**Services Provided**  
1 Preventive Maintenance

**Customer Tag**  
F&P Vib

**Manufacturer**  
JCI\_YORK

**Model #**

**Serial #**  
1-3S00TLQ

**Block Hours - Mechanical Heavy**

Quantity: 1  
Coverage Level: Basic

**Services Provided**  
12 Preventive Maintenance

**Customer Tag**  
Block Hours

**Manufacturer**

**Model #**

**Serial #**

<b>STEPHENSON PUBLIC LIBRARY</b>	<b>1700 HALL AVE MARINETTE, WI 54143-1701</b>
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**Boiler, Gas-Fired, Fire Tube, 151-300 HP**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Combustion Analysis

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Boiler #1			

**Block Hours - Controls**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Preventive Maintenance

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Software Maintenance			

<b>MARINETTE COUNTY LAW ENFORCEMENT</b>	<b>2161 UNIVERSITY DR MARINETTE, WI 54143-3889</b>
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<b>Boiler, Gas-Fired, Fire Tube, 151-300 HP</b>			
Quantity: 2		<b>Services Provided</b>	
Coverage Level: Basic		1	Operational
		1	Combustion Analysis
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Boiler #1			
Boiler #2			

<b>Chiller, Air Cooled, Screw, 251-400 Tons</b>			
Quantity: 2		<b>Services Provided</b>	
Coverage Level: Basic		1	Operational
		1	Oil Analysis (2 Circuits)
		1	Seasonal Start-up
		1	Vibration Analysis
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Chiller #1			
Chiller #2			

<b>Block Hours - Controls</b>			
Quantity: 1		<b>Services Provided</b>	
Coverage Level: Basic		1	Preventive Maintenance
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Software Maintenance			

<b>MARINETTE COUNTY HEALTH AND HUMAN SERVICES</b>	<b>2500 HALL AVE STE C MARINETTE, WI 54143-1656</b>
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**Boiler, Gas-Fired, Fire Tube, 151-300 HP**

Quantity: 3  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Combustion Analysis

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Boiler #1			
Boiler #2			
Boiler #3			

**Block Hours - Controls**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Preventive Maintenance

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Software Maintenance			

## Equipment Tasking

### Block Hours - Consultive

Preventive Maintenance Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Check with appropriate customer representative for operational deficiencies  
Perform scheduled block hour tasks  
Complete any required maintenance checklists, report observations to appropriate customer representative

### Block Hours - Controls

Preventive Maintenance Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Check with appropriate customer representative for operational deficiencies  
Perform scheduled block hour tasks  
Complete any required maintenance checklists, report observations to appropriate customer representative

### Block Hours - Mechanical Heavy

Preventive Maintenance Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Check with appropriate customer representative for operational deficiencies  
Perform scheduled block hour tasks  
Complete any required maintenance checklists, report observations to appropriate customer representative

### Block Hours - Pneumatic

Preventive Maintenance Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Check with appropriate customer representative for operational deficiencies  
Perform scheduled block hour tasks

Complete any required maintenance checklists, report observations to appropriate customer representative

**Boiler, Gas-Fired, Fire Tube, 151-300 HP**

Combustion Analysis

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Perform combustion analysis procedures  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Blow down boiler  
Check for proper operation of low and high gas pressure cut-out switches  
Check factory supplied gas piping and components for leakage  
Check burner for proper sequence of operation  
Check flame quality  
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot  
Check boiler relief valves for leakage  
Verify proper operation of low water cut-out control  
Check combustion blower motor operation  
Check hot water/steam temperature and pressure  
Check proper operation of make-up water valv  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Boiler, Gas-Fired, Fire Tube, 301-600 HP**

Combustion Analysis

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Perform combustion analysis procedures  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Blow down boiler  
Check for proper operation of low and high gas pressure cut-out switches  
Check factory supplied gas piping and components for leakage  
Check burner for proper sequence of operation  
Check flame quality  
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot  
Check boiler relief valves for leakage  
Verify proper operation of low water cut-out control  
Check combustion blower motor operation  
Check hot water/steam temperature and pressure  
Check proper operation of make-up water valv  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

**Chiller, Air Cooled, Screw, 251-400 Tons**

Oil Analysis (2 Circuits)

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
Use and follow the JCI process for handling and working with Used Oil  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Remove sample in approved container  
Drop off for analysis  
Label and complete paperwork indicating present operating conditions  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check for proper chilled water flow  
Check system pressures and temperatures

- Check refrigerant charge (sight glass)
- Check oil separator level
- Check for proper capacity control operation
- Check for proper oil temperature and pressure
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check for proper condenser fan operation
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative to coordinate the startup of the system
- Remove shutdown tag from unit
- Verify the chilled water valves are in their proper operating position
- Check for proper chilled water flow
- Start the chiller
- Review control panel for proper operation and recorded fault histories
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check oil separator level
- Check for proper capacity control operation
- Check for proper oil temperature and pressure
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check overall condition of unit
- Check for proper condenser fan operation
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Vibration Analysis

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Record equipment specific information for reference
- Install pads and labels (if applicable)
- Install sensors in proper location.
- Start equipment and run at normal operating conditions.
- Record readings and remove sensors.
- Submit readings for report generation and deliver to customer with recommendations.

Document tasks performed during visit and report any observations to appropriate customer representative

### **Chiller, Air Cooled, Scroll, 101-140 Tons**

#### Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check for proper chilled water flow  
Check system pressures and temperatures  
Check refrigerant charge (sight glass)  
Check for proper capacity control operation  
Check for proper crank case heater operation (if applicable)  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Check for proper condenser fan operation  
Check overall condition of unit  
Record and log all operating parameters  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Seasonal Start-up

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
Use and follow the JCI process for handling and working with Used Oil  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative to coordinate the startup of the system  
Remove shutdown tag from unit  
Verify the chilled water valves are in their proper operating position  
Check for proper chilled water flow  
Start the chiller  
Review control panel for proper operation and recorded fault histories  
Check system pressures and temperatures  
Check refrigerant charge (sight glass)  
Check for proper capacity control operation  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Check overall condition of unit  
Check for proper condenser fan operation  
Record and log all operating parameters

Document tasks performed during visit and report any observations to appropriate customer representative

**Controls Software, Supervisory/Server/UI, Johnson Controls, ADS**

ADS Site Dir Software  
Subscription 1-year (up  
to 4 engines) -  
Subscription Only

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Upgrade ADS software to latest Metasys release  
Document tasks performed during visit and report any observations to appropriate customer representative

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

Year	Total Annual Dollar Amount	Payment Frequency
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**Special Additions and Exceptions**

**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 has purchased Connected Chiller Services on any Covered Equipment as more fully described in Schedule A, JCI will provide a cellular modem ("Gateway Device" owned by JCI) or Customer will supply a network connection suitable to establish a remote connection with Customer's Equipment to permit JCI to perform troubleshooting, quarterly health reports, and meet service levels, including remote diagnostic, monitoring and repair services. Customer will benefit from being able to access chiller information from JCI Connected Chillers from a mobile smart device. 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 warranty or guarantee relating to the Connected Services. For Equipment not covered by a current Service Agreement, JCI disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Equipment error or malfunction.

# JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

## PREPARED FOR MARINETTE COUNTY - COURTHOUSE

**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/slats/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:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - 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;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - 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;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or
  - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

### **D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days.

# JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

## PREPARED FOR MARINETTE COUNTY - COURTHOUSE

Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-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 JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and 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.** JCI 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.

### **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.
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI 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.
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files

# JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

## PREPARED FOR MARINETTE COUNTY - COURTHOUSE

(collectively "Data") prior to receiving the service or products.

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 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

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. 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 shall not be responsible for delays, interruptions or failure to perform due to causes beyond its reasonable control, including but not limited to: material shortages, acts of god, acts of government agencies; strikes, labor disputes, work stoppages; fires, explosions or casualties, thefts, vandalism, riots, war or civil disobedience/unrest, terrorism, cyber-attacks, viruses, ransomware, failures or interruptions of network systems, data breaches, severe weather and 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. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or

# JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR MARINETTE COUNTY - COURTHOUSE

component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

4. 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.

5. 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.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL**  
**PREPARED FOR MARINETTE COUNTY - COURTHOUSE**

- 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, 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.
- 8.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**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.

**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

# JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

## PREPARED FOR MARINETTE COUNTY - COURTHOUSE

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 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**