

CITY OF HIGH POINT

AGENDA ITEM



Title: Johnson Controls Security System Contract Amendment

From: Lee Tillery –Parks and Recreation Director

Meeting Date: October 7, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Agreement for Services – July 2017

Attachment B – Second Amendment to Agreement for Services – September 2019

PURPOSE:

Amendment of an existing contract with Johnson Controls Security Solutions, LLC to provide security services at 15 different Parks and Recreation facilities. The amended cost will be \$106,541.80 which now requires City Council approval.

BACKGROUND:

Johnson Controls Security Solutions, LLC is currently under a 5 year contract that began in July 2017 to provide security and fire alarm services at 12 locations. With this amendment, three additional locations will be added to this contract and the additional cost of equipment and monitoring now pushes the contract over \$90,000. Updated panels are now in place where we can better monitor services and separate security and fire controls. This will allow us more control remotely, centralize management of systems and improve overall operations. Scope of work for the various sites includes burglar and fire alarm monitoring, Mobile Security Management services, annual maintenance as well as data source access.

BUDGET IMPACT:

Funds for this project are included in the operating budget in “Monitoring Services” for Parks and Recreation .

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve amended contract with Johnson Controls Security Solutions, LLC in the amount of \$106,541.80.



**NORTH CAROLINA
GUILFORD COUNTY**

**SECOND AMENDMENT TO
AGREEMENT FOR SERVICES CONTRACT**

THIS SECOND AMENDMENT TO AGREEMENT FOR SERVICES CONTRACT ("Amendment") made this the 30th day of September, 2019 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, with a principal place of business of 211 South Hamilton Street, High Point, NC 27260 ("City") and **JOHNSON CONTROLS SECURITY SOLUTIONS LLC (f.k.a. Tyco Integrated Security LLC)** a limited liability company authorized to do business in the State of North Carolina, with a principal place of business of 4700 Exchange Court, Suite 300, Boca Raton, FL 33431-4450 ("Service Provider").

BACKGROUND

WHEREAS, the City and the Service Provider entered into a service contract dated July 25, 2017 to provide services for fire and security monitoring ("Agreement") and Amendment I dated September 22, 2017; and

WHEREAS, Section XI, Item C of the Agreement allows for changes or modifications in the Services of the Agreement if mutually agreed upon in writing, signed by the parties; and

WHEREAS, the City and Service Provider wish to amend the Agreement and Amendment I by the following written changes. All other items not expressly amended herein shall remain in full force; and

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants contained herein, agree to amend the Agreement and Amendment I through the following terms:

(1) **SECTION V. PAYMENT – A.** Total Payment is hereby amended as follows:

A. **Total Payment.** The City will pay the Service Provider the total amount per Attachment B of \$106,541.80 for the Service Provider's full provision of the Services.

(2) Attachment A and Attachment B to the Agreement and to Amendment I are hereby deleted in their entirety and replaced with **Attachment A** and **Attachment B** to this Amendment.

IN WITNESS WHEREOF, the City and Service Provider have caused this Amendment to be executed on the day and year first written above by their duly authorized representatives.

Signatures appear on following pages

Signature Page

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in three (3) original copies on the day and year first above written by their duly authorized representatives.

Johnson Controls Security Solutions, LLC
Service Provider

By: _____
Member/Manager

Name above (Typed or Printed)

Title

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledge that he/she is the _____ of Johnson Controls Security Solutions, LLC, a Limited Liability Company organized in the state of North Carolina and that by authority duly given, and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by its _____.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2019.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

Lisa Vierling, City Clerk

By: _____
Randy E. McCaslin, Deputy City Manager

APPROVAL BY CITY ATTORNEY

Approved as to form:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Bobby D. Fitzjohn, Director of Financial Services

Date: _____

1. Allen Jay Recreation Center**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.

2. Deep River Rec Center**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED
6. Fire Alarm (Other) Monitoring PROVIDED
7. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
8. 2 Phone Lines, Daily Dialer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.
1. Tyco to reprogram existing EST Fire Alarm system as now installed.

3. Morehead Recreation Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 2 Phone Lines, Daily Dialer Test Services PROVIDED

3.1 Morehead Recreation Center**Services to be Provided:**

1. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
2. Mobile Security Management Service PROVIDED
3. Sole Path Cellular Daily Timer Test Services PROVIDED
4. DataSource Service PROVIDED

Qty. Product name

1. Vista-128 kit; inc Vista-128BPT control, 6160 keypad, 1361 transformer, WAVE2 siren, jack, cord
Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell IP and GSM (4G) Digital Cellular Communicator
1. JCI to removed existing Burglar Alarm points from Fire Alarm Panel.
- 1.

4. Oakview Recreation Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 1 Phone Line No Daily Dialer Test/No Backup Services PROVIDED

4.1 Oakview Recreation Center**Services to be Provided:**

1. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
2. Mobile Security Management Service PROVIDED
3. Sole Path Cellular Daily Timer Test Services PROVIDED
4. DataSource Service PROVIDED

Qty. Product name

1. Vista-128 kit; inc Vista-128BPT control, 6160 keypad, 1361 transformer, WAVE2 siren, jack, cord
Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell IP and GSM (4G) Digital Cellular Communicator
1. JCI to removed existing Burglar Alarm points from Fire Alarm Panel.
- 1.

5. Piedmont Environmental Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. ECP,ISOLATOR ECP-ISO
1. Vista 128 Package with Fire/Burg Control Panel, Red Fire Keypad, and Supervised Dialer
2. Battery, Sealed Lead-Acid, 12 Volt, 12Ah, F2 Connector
1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
3. Minature VPLEX Serial Interface Device (converts any hardwired device to VPLEX)
1. Permit Fees
1. Inspections - Fire or Card Access or Low Voltage
1. All hardwiring of 110vac to control panels as needed by TycoIS is to be supplied by others.
1. 110vac power for fire alarm is to be on a dedicated 20 amp circuit and locked in the "on" position
1. Any additional changes requested by AHJ will be at an additional charge.
1. POC - Customer Owned Equipment
1. Programming
3. Fire Zones
1. Test FA/BA systems
1. Phone lines can be cancelled at this location upon successful system conversion.

6. Senior Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing V32FBP.
1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Phone lines can be cancelled upon successful conversion of system.

7. Southside Recreation Center**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Phone lines can be cancelled upon the successful system conversion.
1. Programming

7.1 Southside Recreation Center**Services to be Provided:**

1. Maintenance Quality Service Plan PROVIDED
2. Mobile Security Management Service PROVIDED
3. Sole Path Cellular Daily Timer Test Services PROVIDED
4. DataSource Service PROVIDED

Qty. Product name

1. BA Control Panel
1. Dailer Card
2. Battery
1. Communicator
2. Battery
8. Motion Detector
8. Veplex Monitor Module
1. Permit for Low Voltage
1. Any additional changes requested by AHJ will be at an additional charge

8. Washington Terrace Park Community Building**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing system as now installed.
1. Programming
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Phone lines can be cancelled upon successful system conversion.

9. Blair Park Golf - Clubhouse and Grill Room**Services to be Provided:**

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Phone lines can be cancelled upon the successful system conversion.
1. Programming

10. Oak Hollow Golf - Clubhouse and Grill Room**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing system as now installed.
1. Programming
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Phone lines can be cancelled upon successful system conversion.

11. Oak Hollow Marina**Services to be Provided:****Qty. Product name**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

1. Tyco to reprogram existing system as now installed.
1. Programming
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Phone lines can be cancelled upon successful system conversion.

12. PR Parks (Brentwoods Maintenance)**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Mobile Security Management Service PROVIDED,
4. Sole Path Cellular Daily Timer Test Services PROVIDED
5. Maintenance Quality Service Plan PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. KEYPAD,ALPHPA,TYCO ONLY
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Programming
1. Phone lines can be cancelled upon successful system conversion.

13. City Lake Park Marina**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wireless Receiver, UL Commercial Burg
1. Door contact
4. Wireless PIR Motion Detector
1. Misc Wire

14. Washington Terrace Park (Pool Building)**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Wireless Receiver, UL Commercial Burg
7. Door contact
1. Permit Fees
1. Miscellaneous Hardware
2. O/H Door Mini Surface Mount/SPDT
2. Door contact

15. Blair Park Maintenance Shop**Services to be Provided:**

1. Burglar Alarm Monitoring PROVIDED
2. Account Management - None
3. Guard Response and Training - None
4. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
5. Mobile Security Management Service PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Wireless Receiver, UL Commercial Burg
10. Door contact
1. Permit Fees
1. Miscellaneous Hardware
1. Profile Codes
3. O/H Door Mini Surface Mount/SPDT

Attachment B

Tyco Integrated Security Security and Fire Monitoring Systems

Location/Facility		Service Address	Customer #	Annual Charges		Total Contract Amount (3 years)
				Security	Fire	
1	Allen Jay Recreation Center	1073 E. Springfield Road, High Point, NC 27263	114827607	\$704.83		\$2,114.49
2	Deep River Rec Center	1529 Skeet Club Road, High Point, NC 27265	114827606	\$704.83	\$836.37	\$4,623.60
3	Morehead Recreation Center	101 Price Street, High Point, NC 27260	114827603	\$1,237.20		\$3,711.60
3.1	Morehead Recreation Center (new upgrade)	101 Price Street, High Point, NC 27260	114827603	\$2,069.52		\$6,208.56
4	Oakview Recreation Center	503 James Road, High Point, NC 27265	114827601	\$872.04		\$2,616.12
4.1	Oakview Recreation Center (new upgrade)	503 James Road, High Point, NC 27265	114827601	\$2,069.52		\$6,208.56
5	Piedmont Environmental Center	1220 Penny Road, High Point, NC 27265	114827605	\$1,556.84		\$4,670.52
6	Senior Center	600 N. Hamilton Street, High Point, NC 27262	114827602	\$1,522.56		\$4,567.68
7	Southside Recreation Center	401 Taylor Avenue, High Point, NC 27260	114827604	\$1,968.73		\$5,906.19
7.1	Southside Recreation Center (new upgrade)	401 Taylor Avenue, High Point, NC 27260	114827604	\$3,285.96		\$9,857.88
8	Washington Terrace Park Community Building	101 Gordon Street, High Point, NC 27260	114827595	\$654.83		\$1,964.49
9	Blair Park Golf - Clubhouse and Grill Room	1901 S. Main Street, High Point, NC 27260	114827600	\$1,068.73		\$3,206.19
10	Oak Hollow Golf - Clubhouse and Grill Room	3400 N. Centennial Street, High Point, NC 27265	114820762	\$954.84		\$2,864.52
11	Oak Hollow Marina	3431 N. Centennial Street, High Point, NC 27265	114827596	\$654.84		\$1,964.52
12	PR Parks (Brentwoods Maintenance)	1301 Brentwood Street, High Point, NC 27260	114827597	\$930.00		\$2,790.00
13	City Lake Park Marina	602 W Main St, Jamestown, NC 27282	114827598	\$830.40		\$2,491.20
14	Washington Terrace Park (Pool Building)	108 Murray Street, High Point, NC 27260	114827599	\$1,063.68		\$3,191.04
15	Blair Park Maintenance Shop	320 Nathan Hunt Dr, High Point, NC 27260	114827668	\$1,292.64		\$3,877.92

Grand TOTAL for Years 3-5 of Agreement

\$24,278.36

\$72,835.08

Years 1-2 Expenses

\$33,706.72

Contract Grand Total for the 5 Year Agreement

\$106,541.80

Note: each account should be billed quarterly.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("the Agreement") is entered into this 25th day of July, 2017, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation with a mailing address of P.O. Box 230, High Point, North Carolina 27261 ("the City"), and Johnson Controls Security Solutions, LLC (f/k/a Tyco Integrated Security, LLC), a Limited Liability Company (LLC) authorized to do business in the State of North Carolina, with a mailing address of 4700 Exchange Court, Suite 300, Boca Raton, FL 33431-4450 (969 Pinebrook Knolls Drive, Winston Salem, NC 27105) ("the Service Provider").

SERVICES

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Attachment A** ("the Services"). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. Provision of and Payment for the Services. The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. Independent Contractor. The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. Service Provider's Work. The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services.

B. Standard of Care. The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **Attachment A**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. The Service Provider shall provide any payment bond or performance bond required by the City. The City will provide written notice to the Service Provider of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of the Service Provider's provision of the Services. If the City requests that a payment and/or performance bond be provided by the Service Provider, the required bond or bonds will be provided by the Service Provider prior to the Service Provider's provision of the Services.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is Five (5) Years from the date designated by the City for the Service Provider to begin provision of the Services ("the Commencement Date").

B. The Commencement Date. The Commencement Date is August 1, 2017.

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Total Payment. The City will pay the Service Provider the total amount per **Attachment B** of \$77,804.00, (\$15,560.72 per year) for the Service Provider's full provision of the Services.

B. Invoices.

1. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider's provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month.

2. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement.

3. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

a. Invoices hand delivered or mailed to the City shall be sent to:

The City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27261

Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

4. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to the Services, and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for three (3) years from the date of final payment under the Agreement.

SECTION VI. TERMINATION

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Service Provider's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage

shall include the indemnification obligations of the Service Provider under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement. The required form certificates of insurance are included in the Agreement as **Attachment C**.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to

cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

**The City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27260**

Notice to the Service Provider:

Address for hand-delivery or mailing:

**Johnson Controls Security Solutions, LLC
c/o CT Corporation System, Registered Agent
160 Mine Lake Ct., Suite 200
Raleigh, NC 27615**

and

**Tyco Integrated Security, LLC
969 Pinebrook Knolls Drive
Winston Salem, NC 27105**

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

J. Iran Divestment Act— All persons, groups, business entities, and government organizations conducting business with the City of High Point acknowledge and affirm that they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

K. E-Verify. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

We have prepared the attached affidavit. Since it is the City's responsibility to comply with E-Verify, the Consultant will be required to submit the completed E-Verify affidavit at execution of this Contract.

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

I, Bradley Allen (the individual attesting below), being duly authorized by and on behalf of
Tyco Integrated Security, LLC (the entity bidding on project hereinafter "Employer") after first being duly
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES X, or
b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This 2nd day of August, 2017.

[Signature]
Signature of Affiant
Print or Type Name: Bradley Allen

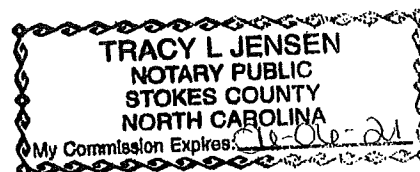
State of NC County of Forsyth

Signed and sworn to (or affirmed) before me, this the 2nd
day of August, 2017.

My Commission Expires:

06-06-21 Tracy Jensen
Notary Public

(Affix Official/Notarial Seal)



Signature Page for Limited Liability Company

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in 6 original copies on the day and year first above written by their duly authorized representatives.

Johnson Controls Security Solutions, LLC
(F/K/A Tyco Integrated Security)
Service Provider

By: [Signature]
Member/Manager

Bradley Allen
Name above (Typed or Printed)

District Sales Manager
Title

969 Pinebrook Knolls Drive
Street Address

Winston Salem, NC 27105
City/State

STATE OF North Carolina

COUNTY OF Forsyth

I, Anna Patterson, a Notary Public of the County and State aforesaid,

certify that Bradley Allen personally came before me this day and acknowledge that he/she is the Johnson Controls Security Solutions, LLC (F/K/A Tyco Integrated Security)
District Sales Manager of _____ a LLC organized in the state of North Carolina and that

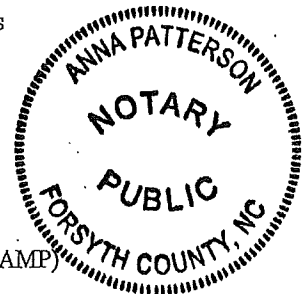
by authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by its

District Sales Manager [Signature]

Witness my hand and official seal or seal, this 8th day of August, 2017.

Anna Patterson (Notary Public)

My Commission Expires: May 15, 2022



(SEAL/STAMP)

CITY OF HIGH POINT, NORTH CAROLINA
The City

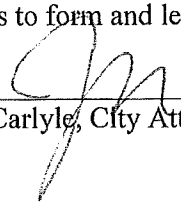
P O Box 230, High Point, NC 27261
Address

[Signature]
Lisa Vierling, City Clerk

By: [Signature]
Randy E. McCaslin, Deputy City Manager

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:



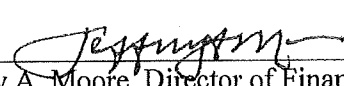
JoAnne L. Carlyle, City Attorney

Date: _____

8/17/17

APPROVAL BY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Jeffrey A. Moore, Director of Financial Services

Date: _____

8/7/2017

Attachment A

SCOPE OF WORK / SCHEDULE OF PROTECTION

1. Allen Jay Recreation Center

Address: 1073 E. Springfield Road, High Point, NC 27263

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.

2. Deep River Rec Center

Address: 1529 Skeet Club Road, High Point, NC 27265

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED
6. Fire Alarm (Other) Monitoring PROVIDED
7. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
8. 2 Phone Lines, Daily Dialer Test Services PROVIDED

Qty. Product name

1. Tyco to reprogram existing burglar alarm as now installed.
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Programming
1. Phone lines can be cancelled upon system conversion.
1. Tyco to reprogram existing EST Fire Alarm system as now installed.

3. Morehead Recreation Center

Address: 101 Price Street, High Point, NC 27260

Services to be Provided:

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 2 Phone Lines, Daily Dialer Test Services PROVIDED

4. Oakview Recreation Center

Address: 503 James Road, High Point, NC 27265

Services to be Provided:

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Service PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. 1 Phone Line No Daily Dialer Test/No Backup Services PROVIDED

5. Piedmont Environmental Center

Address: 1220 Penny Road, High Point, NC 27265

Services to be Provided:

1. Burglar Alarm and Fire Alarm Monitoring PROVIDED
2. Monitoring with Additional Group Service PROVIDED
3. DataSource Access with Open and Close Logging PROVIDED
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED

Qty. Product name

1. ECP-ISOLATOR ECP-ISO
1. Vista 128 Package with Fire/Burg Control Panel, Red Fire Keypad, and Supervised Dialer
2. Battery, Sealed Lead-Acid, 12 Volt, 12Ah, F2 Connector
1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
1. Wall Transformer Enclosure
1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
8. Minature VPLEX Serial Interface Device (converts any hardwired device to VPLEX)
1. Permit Fees
1. Inspections - Fire or Card Access or Low Voltage
1. All hardwiring of 110vac to control panels as needed by TycoIS is to be supplied by others.
1. 110vac power for fire alarm is to be on a dedicated 20 amp circuit and locked in the "on" position
1. Any additional changes requested by AHJ will be at an additional charge.
1. POC - Customer Owned Equipment
1. Programming
3. Fire Zones
1. Test FA/BA systems
1. Phone lines can be cancelled at this location upon successful system conversion.

6. Senior Center
Address: 600 N. Hamilton Street, High Point, NC 27262

Services to be Provided:	Qty. Product name
1. Burglar Alarm and Fire Alarm Monitoring PROVIDED	1. Tyco to reprogram existing V32FBP.
2. Monitoring with Additional Group Service PROVIDED	1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
3. DataSource Access with Open and Close Logging PROVIDED	1. Wall Transformer Enclosure
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED	1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
	1. Phone lines can be cancelled upon successful conversion of system.

7. Southside Recreation Center
Address: 401 Taylor Avenue, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm and Fire Alarm Monitoring PROVIDED	1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
2. Monitoring with Additional Group Service PROVIDED	1. Wall Transformer Enclosure
3. DataSource Access with Open and Close Logging PROVIDED	1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED	1. Phone lines can be cancelled upon the successful system conversion.
	1. Programming

8. Washington Terrace Park Community Building
Address: 101 Gordon Street, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Tyco to reprogram existing system as now installed.
2. DataSource Service PROVIDED	1. Programming
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
4. Mobile Security Management Service PROVIDED,	1. Phone lines can be cancelled upon successful system conversion.
5. Sole Path Cellular Daily Timer Test Services PROVIDED	

9. Blair Park Golf - Clubhouse and Grill Room
Address: 1901 S. Main Street, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm and Fire Alarm Monitoring PROVIDED	1. AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE
2. Monitoring with Additional Group Service PROVIDED	1. Wall Transformer Enclosure
3. DataSource Access with Open and Close Logging PROVIDED	1. C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY
4. Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
5. Sole Path Cellular 5 Minute Supervision Services PROVIDED	1. Phone lines can be cancelled upon the successful system conversion.
	1. Programming

10. Oak Hollow Golf - Clubhouse and Grill Room
Address: 3400 N. Centennial Street, High Point, NC 27265

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Tyco to reprogram existing system as now installed.
2. DataSource Service PROVIDED	1. Programming
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
4. Mobile Security Management Service PROVIDED,	1. Phone lines can be cancelled upon successful system conversion.
5. Sole Path Cellular Daily Timer Test Services PROVIDED	

11. Oak Hollow Marina
Address: 3431 N. Centennial Street, High Point, NC 27265

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Tyco to reprogram existing system as now installed.
2. DataSource Service PROVIDED	1. Programming
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
4. Mobile Security Management Service PROVIDED,	1. Phone lines can be cancelled upon successful system conversion.
5. Sole Path Cellular Daily Timer Test Services PROVIDED	

12. PR Parks (Brentwoods Maintenance)
Address: 1301 Brentwood Street, High Point, NC 27260

Services to be Provided:	Qty. Product name
1. Burglar Alarm Monitoring PROVIDED	1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
2. DataSource Service PROVIDED	1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
3. Mobile Security Management Service PROVIDED,	1. KEYPAD,ALPHA,TYCO ONLY
4. Sole Path Cellular Daily Timer Test Services PROVIDED	1. Honeywell GSM (4G) Digital Cellular Communicator
5. Maintenance Quality Service Plan PROVIDED	1. Wired Zone Expander; adds 8 end-of-line supervised zones
	1. Programming
	1. Phone lines can be cancelled upon successful system conversion.

13. City Lake Park Marina
Address: 602 W Main St, Jamestown, NC 27282

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wireless Receiver, UL Commercial Burg
1. Door contact
4. Wireless PIR Motion Detector
1. Misc Wire

14. Washington Terrace Park (Pool Building)
Address: 101 Gordon Street, High Point, NC 27260

Services to be Provided:

1. Burglar Alarm Monitoring PROVIDED
2. DataSource Service PROVIDED
3. Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
4. Mobile Security Management Service PROVIDED,
5. Sole Path Cellular Daily Timer Test Services PROVIDED

Qty. Product name

1. Vista-20P kit; inc Vista-20P control, 6160 keypad, 1321 transformer, WAVE2 siren, jack, cord
1. Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1. Honeywell GSM (4G) Digital Cellular Communicator
1. Wired Zone Expander; adds 8 end-of-line supervised zones
1. Wireless Receiver, UL Commercial Burg
7. Door contact
1. Permit Fees
1. Miscellaneous Hardware
2. O/H Door Mini Surface Mount/SPDT
2. Door contact

Attachment B

Tyco Integrated Security Estimates for Security and Fire Monitoring Systems

	Location/Facility	Address	Estimates (Annual Charges)		Total Contract Amount (5 years)
			Security	Fire	
1	Allen Jay Recreation Center	1073 E. Springfield Road, High Point, NC 27263	\$704.83		\$3,524
2	Deep River Rec Center	1529 Skeet Club Road, High Point, NC 27265	\$704.83	\$836.37	\$7,706
3	Morehead Recreation Center	101 Price Street, High Point, NC 27260	\$1,237.20		\$6,186
4	Oakview Recreation Center	503 James Road, High Point, NC 27265	\$872.04		\$4,360
5	Piedmont Environmental Center	1220 Penny Road, High Point, NC 27265	\$1,556.84		\$7,784
6	Senior Center	600 N. Hamilton Street, High Point, NC 27262	\$1,522.56		\$7,613
7	Southside Recreation Center	401 Taylor Avenue, High Point, NC 27260	\$1,968.73		\$9,844
8	Washington Terrace Park Community Building	101 Gordon Street, High Point, NC 27260	\$654.83		\$3,274
9	Blair Park Golf - Clubhouse and Grill Room	1901 S. Main Street, High Point, NC 27260	\$1,068.73		\$5,344
10	Oak Hollow Golf - Clubhouse and Grill Room	3400 N. Centennial Street, High Point, NC 27265	\$954.84		\$4,774
11	Oak Hollow Marina	3431 N. Centennial Street, High Point, NC 27265	\$654.84		\$3,274
12	PR Parks (Brentwoods Maintenance)	1301 Brentwood Street, High Point, NC 27260	\$930.00		\$4,650
13	City Lake Park Marina	602 W Main St, Jamestown, NC 27282	\$830.40		\$4,152
14	Washington Terrace Park (Pool Building)	101 Gordon Street, High Point, NC 27260	\$1,063.68		\$5,318

Grand TOTAL

\$15,560.72

\$77,804



Attachment C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN101230596-Tyco-GAWU-10-17	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: N/A INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tyco Integrated Security LLC 4700 Exchange Court Boca Raton, FL 33431	NAIC # 24147 N/A

COVERAGES CERTIFICATE NUMBER: CHI-006689568-04 REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 300341	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ INC IN GEN AGG
A	AUTOMOBILE LIABILITY			MWTB 308344 (Excludes NH)	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 308371 (NH)	10/01/2016	10/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ New Hampshire (CSL) \$ 250,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 308342 00 (AOS - see page 2) MWXS 308343 (OH & WA)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Acord 101 for additional information.

CERTIFICATE HOLDER

Evidence of Insurance
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101230596

LOG #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Tyco Integrated Security LLC 4700 Exchange Court Boca Raton, FL 33431
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.