

Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Mission Statement "Educate and inspire all learners to reach their full potential."**
4. **Adoption of Agenda**
5. **New Business**
 - 5.1. Approve 3 year renewal agreement with Johnson Controls Inc
 - 5.2. Approve renewal of property/liability/workman's comp insurance with Weizenegger-Engel Insurance Company

5.3. Option 1 - Renewal numbers (using expiring values)

5.4. Line	5.5. 2022 Proposal
5.6. Package @ \$209/sq ft	5.7. \$ 40,700.71
5.8. ELL	5.9. \$ 5,969.00
5.10. Auto	5.11. \$ 12,125.00
5.12. Umb	5.13. \$ 4,062.00
5.14. Work Comp	5.15. \$ 16,792.00
5.16.	5.17.
5.18.	5.19. \$ 79,648.71

5.20. Option 2 – Building at \$250 / sq ft which represents a more accurate valuation of current construction costs

5.21. Line	5.22. 2022 Proposal
5.23. Package @ \$250/sq ft	5.24. \$ 40,938.71
5.25. ELL	5.26. \$ 5,969.00
5.27. Auto	5.28. \$ 12,125.00
5.29. Umb	5.30. \$ 4,062.00
5.31. Work Comp	5.32. \$ 16,792.00
5.33.	5.34.
5.35.	5.36. \$ 79,886.71

5.37.

- 5.38. Approve MSHSL Resolution for 2022-23
- 5.39. Approve 2022-2024 Master Agreement between ISD #118 and the Principals' Association

- 5.40. Approve Memorandum of Understanding with ISD #118 Principals' Association
- 5.41. Approve the Interim Superintendent Contract
- 5.42. Potential action regarding Superintendent licensure agreement
- 5.43. Appoint Mary Yakibchuk as LEA Representative (LEA=Local Education Agency)
- 5.44. Approve resolution to appoint Mary Yakibchuk as IOwA (Identified Official with Authority) and Kris Balvin as IOwA Proxy

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board(PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties. The Superintendent recommends the Board authorize Mary Yakibchuk, myakibchuk@isd118.org, mary.yakibchuk, to act as the Identified Official with Authority (IOwA) for Northland Community Schools 0118-01 and for Kristen Balvin, kbalvin@isd118.org, Krisbalvin, to act as proxy for Northland Community Schools 0118-01.

- 5.45. Approve reorganization of administrative department
 - 5.46. Reassign Janessa Green as 1.0 elementary principal
 - 5.47. Permission to post for 1.0 high school principal
 - 5.48. Discussion and possible action regarding business manager services
6. **Adjournment**

Johnson Controls planned service proposal

Prepared for NORTHLAND COMMUNITY INDEPENDENT SCHOOL DISTRICT 118

Customer
NORTHLAND COMMUNITY INDEPENDENT
SCHOOL DISTRICT 118

Local Johnson Controls Office
4627 AIRPARK BLVD
DULUTH, MN 55811-5750

Agreement Start Date:
07/01/2022

Proposal Date
06/13/2022

Estimate No:
1-1FFK6S79



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

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.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for NORTHLAND COMMUNITY INDEPENDENT SCHOOL DISTRICT 118

Dear Jared,

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 3 Years starting 07/01/2022 and ending 06/30/2025.
- The agreement price for first year is \$25,342.00; 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,

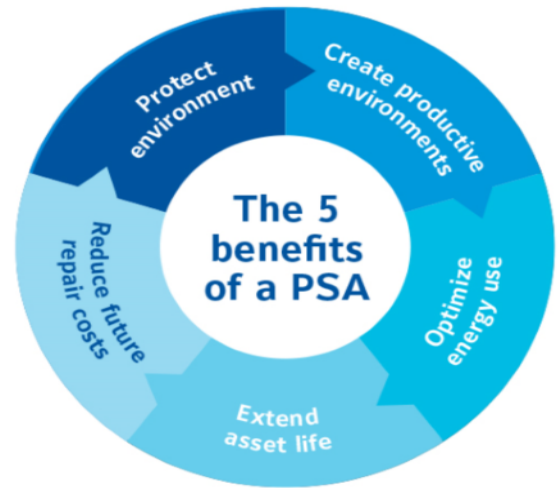
Michael Peabody
Service Manager
(866) 211-3536

The power behind your mission

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.

Our partnership

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 delivery

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.

Chiller Shutdown (Air Cooled)

Preparing an operating unit for seasonal shutdown ensures smooth start-up when the unit is returned to operation and helps prevent damage during the downtime. Johnson Controls technicians will check for water left in heat exchangers that can freeze, damaging tubes. Contaminants in the water may also cause corrosion. They will also look for refrigerant leaks to prevent loss of refrigerant and initiate pump down cycles to properly store refrigerant within the unit. Where appropriate, steps may also be taken to protect critical components from the elements.

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.

Evaporator Coil Cleaning

Dirty evaporator coils impair heat transfer from the circulated air to the cooling medium. This reduces the efficiency of the unit. Extremely dirty coils may impede the airflow across the coil and out into the building, which can cause occupant discomfort and complaints. Johnson Controls technicians will clean these coils, improving efficiency and occupant comfort.

Offsite Backup Storage – Supervisory Controllers

We will backup controllers, objects, and server repositories and provide secure storage of all system backups offsite. This helps provide continuity of operations in cases where there is an incident that causes physical damage to the site. The recovery time involved after a failure is greatly reduced when access to a recovered copy is readily available.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

User View Point Validation

Our expert technicians will help you manage your user to help you get the most out of the capabilities of your system. User Views allow site specific navigation aids to make operations personnel more efficient as they use the Metasys system. This validation will streamline the user experience.

Vibration Analysis – Fan & Pump

Johnson Controls technicians will collect vibration data at various measurement points on the machine. This data is used to assess the condition of bearings, sheaves, belts and rotors. It also detects the presences of imbalance or misalignment. Repairs are followed up with another vibration analysis to ensure root problems have been identified and resolved.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

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.

The power behind **your mission**

Planned Service Agreement

Customer Name : NORTHLAND COMMUNITY INDEPENDENT SCHOOL DISTRICT 118
Address: 316 MAIN ST E REMER,MN 56672-4557
Proposal Date: 06/13/2022
Estimate #: 1-1FFK6S79

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 07/01/2022 and will continue until 06/30/2025 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein 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 first year of the Original Term is \$25,342.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

INDEPENDENT SCHOOL DISTRICT 118
316 MAIN STREET EAST
REMER, MN 56672

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

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

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

JOHNSON CONTROLS Inc.

By: Michael Peabody _____ By: _____

Signature:

Michael Peabody

Signature: _____

Title: Service Manager _____ Date: _____ Title: _____ Date: _____

Signature: _____ Customer PO#: _____

Title: _____ Date: _____

JCI Branch: JOHNSON CONTROLS DULUTH MN CB - 0N51 _____

Address: 4627 AIRPARK BLVD _____

DULUTH, MN 55811-5750 _____

Branch Phone: (866) 211-3536 _____

Branch Email: _____

Schedule A - Equipment List

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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Product: Terminal Product, Fan Coil Unit (FCU), Horizontal Air Flow, 1201-1800 CFM

Quantity: 3

Coverage Level: Basic

Services Provided

1 Comprehensive

Customer Tag

ACU-1, CU-1

Manufacturer

Mitsubishi

Model #

PKS-S23HA6,
PUY-A12NHA6
PKS-S23HA6,
PUY-A12NHA6
PKS-S23HA6,
PUY-A12NHA6

Serial #

1-149MX4LA
1-149MX4LK
1-149NM4BA

ACU-2, CU-2

Mitsubishi

ACU-3, CU-3

Mitsubishi

Product: Air Handling Unit (AHU), Mixed Air, 15-30 HP

Quantity: 11

Coverage Level: Basic

Services Provided

3 Operational
1 Blower Assembly Vibration
Analysis
1 Comprehensive

Customer Tag

AHU-1

Manufacturer

JCI_YORK

Model #

XTI-048X081-NNKH04
6A

Serial #

1-149NM4E2/FIELD UPD.
NEEDED

AHU-10

Westinghouse

16222A

1-149MX48V/FIELD UPD.
NEEDED

AHU-2

JCI_YORK

XTI-108X081-NNLJ046
A

1-149NM4EM/FIELD UPD
NEEDED

AHU-3

JCI_YORK

XTI-051X078-NNLJ046
A

1-149NM4EW/FIELD UPD
NEEDED

AHU-4

JCI_YORK

XTI-057X102-NNMK04
6A

1-149NM4FG/FIELD UPD
NEEDED

AHU-5

JCI_YORK

XTI-063X117-NNNL046
A

1-149NM4NZ/FIELD UPD
NEEDED

AHU-6

JCI_YORK

XTI-039X066-NAHA04
6A

1-149MX479/FIELD UPD,
NEEDED

AHU-7

JCI_YORK

XTI-033X042-NNFD04
6A

1-149MX49F/FIELD UPD,
NEEDED

AHU-8

JCI_YORK

XTI-084X120-NAPA046
A

1-149MX49X/FIELD UPD,
NEEDED

AHU-9

Westinghouse

16222A

1-149NM4OB/FIELD UPD
NEEDED

AHU-ECFE

Aaon Inc

FIELD VERIFY

1-149NM4OV/FIELD UPD
NEEDED

Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Quantity: 1

Coverage Level: Basic

Services Provided

1 Operational

Johnson Controls **Planned Service Proposal**

Prepared for NORTHLAND COMMUNITY INDEPENDENT SCHOOL DISTRICT 118

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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- 1 Comprehensive
- 1 Belt Change

Customer Tag
Air Compressor - 1

Manufacturer
Ingersoll-Rand

Model #
GX-5-EP-AFF

Serial #
1-149MX42N

Product: Boiler, Gas-Fired, High Efficiency, 0-10 HP

Quantity: 2
Coverage Level: Basic

- Services Provided**
- 1 Operational
 - 1 Combustion Analysis
 - 1 Comprehensive

Customer Tag
B-1
B-ECFE

Manufacturer
Bryan Boilers
Viessmann Mfg
Company Inc

Model #
RV-500-W-FDGO
VITODENS 200-W
B2HA 60

Serial #
1-149NMCU8
1-149NMCTE

Product: Boiler, Electric, Water Tube, 51-150 HP

Quantity: 1
Coverage Level: Basic

- Services Provided**
- 3 Operational
 - 1 Comprehensive

Customer Tag
B-2

Manufacturer
Lattner

Model #
1240LW

Serial #
1-149NMCUS

Product: Chiller, Air Cooled, Scroll, 61-100 Tons

Quantity: 1
Coverage Level: Basic

- Services Provided**
- 1 Condenser Coil Cleaning
 - 1 Seasonal Shut-down
 - 1 Oil Sample and Analysis
 - 1 Seasonal Start-up

Customer Tag
CH-1

Manufacturer
Daikin

Model #
AGZ190E

Serial #
1-149NM4DI/FIELD UPD,
NEEDED

Product: Pump, Circulating, 0-10 HP

Quantity: 2
Coverage Level: Basic

- Services Provided**
- 4 Operational

Customer Tag
CP-1
CP-2

Manufacturer
Bell & Gossett
Bell & Gossett

Model #
NFB-8S/LW
PL-55

Serial #
1-149NMCXK
1-149NMCY4

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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Product: Condensing Unit, Air Cooled, Scroll, 61-100 Tons

Quantity: 1
Coverage Level: Basic

Services Provided
1 Comprehensive
1 Condenser Coil Cleaning

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CU-4	Addison Products	RCC64A0003G	1-149NM4DS/FIELD UPD NEEDED

Product: Terminal Product, Unit Ventilator, 500-1000 CFM

Quantity: 23
Coverage Level: Basic

Services Provided
1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-146JD9YD
CUH-1	Zehnder Rittling	RFRW-340-06	1-149MX4B0
CUH-10	Zehnder Rittling	RFRC-420-06	1-149MX4G0
CUH-11	Zehnder Rittling	RFRC-420-06	1-149MX4GK
CUH-12	Zehnder Rittling	RFRW-340-06	1-149MX4GU
CUH-2	Zehnder Rittling	RFRW-340-06	1-149MX4BU
CUH-3	Zehnder Rittling	RFRW-340-06	1-149MX4C4
CUH-4	Zehnder Rittling	RFRW-340-06	1-149MX4CO
CUH-5	Zehnder Rittling	RFRW-340-06	1-149MX4DI
CUH-6	Zehnder Rittling	RFRW-340-06	1-149MX4DS
CUH-7	Zehnder Rittling	RFRW-340-06	1-149MX4E2
CUH-8	Zehnder Rittling	RFRW-340-06	1-149MX4EC
CUH-9	Zehnder Rittling	RFRC-420-06	1-149MX4FQ
UH-1	Zehnder Rittling	RH047H01AA	1-149MKRYX
UH-10	Zehnder Rittling	RH047H01AA	1-149MX49M
UH-11	Zehnder Rittling	RH047H01AA	1-149MX4AQ
UH-2	Zehnder Rittling	RH047H01AA	1-149MX42V
UH-3	Zehnder Rittling	RH047H01AA	1-149MX3UZ
UH-4	Zehnder Rittling	RH047H01AA	1-149MKRXN
UH-5	Zehnder Rittling	RH047H01AA	1-149MX3V9
UH-6	Zehnder Rittling	RH047H01AA	1-149MKRXX
UH-7	Zehnder Rittling	RH047H01AA	1-149MX3VH
UH-8	Zehnder Rittling	RH047H01AA	1-149MKRY7
UH-9	Zehnder Rittling	RH047H01AA	1-149MX42F

Product: Expansion Tank

Quantity: 5
Coverage Level: Basic

Services Provided
1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
ET-1	Amtrol	ST-12	1-149NMBYK
ET-2	Amtrol	ST-5	1-149NMBYU
ET-3	Bell & Gossett	B&G B-1400	1-149NMBZO
ET-4	Bell & Gossett	B&G D-40V	1-149NMBZY
ET-5	Bell & Gossett	B&G B-200	1-149NMC08

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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Product: Fan, Exhaust Fan, Roof Mounted, 0-5 HP

Quantity: 34

Coverage Level: Basic

Services Provided

- 1 Belt Change
- 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
F-1	Twin City Fan And Blower	BCRD240D	1-149NM4YC
F-10	Twin City Fan And Blower	TFE105C5	1-149NMB90
F-11	Twin City Fan And Blower	TFE105C6	1-149NMB9K
F-12	Twin City Fan And Blower	DSI100A	1-149NMBA4
F-13	Twin City Fan And Blower	DSI090A	1-149NMBAO
F-14	Twin City Fan And Blower	DCRD130BE	1-149NMBB8
F-15	Twin City Fan And Blower	DSI150A	1-149NMBC2
F-16	Twin City Fan And Blower	DCRD100BE	1-149NMBDQ
F-17	Twin City Fan And Blower	DCRD100BE	1-149NMBEA
F-18	Twin City Fan And Blower	DCRD100BE	1-149NMBEU
F-19	Twin City Fan And Blower	DCRD100BE	1-149NMBF4
F-2	Twin City Fan And Blower	DSI150AN	1-149NM4YW
F-20	Twin City Fan And Blower	DCRD100BE	1-149NMBFE
F-21	Twin City Fan And Blower	DCRD100BE	1-149NMBFO
F-22	Twin City Fan And Blower	DCRD100BE	1-149NMBGI
F-23	Airius	A-45-EL-STD-120W	1-14BDCQTN
F-24	Airius	A-45-EL-STD-120W	1-14BDIEZF
F-25	Airius	A-45-EL-STD-120W	1-14BDIF01
F-26	Airius	A-45-EL-STD-120W	1-14BDIF0N
F-27	Airius	A-45-EL-STD-120W	1-14BDIF19
F-28	Airius	A-45-EL-STD-120W	1-14BDIF1V
F-29	Airius	A-45-EL-STD-120W	1-14BDIF6O
F-3	Twin City Fan And Blower	DSI090A2	1-149NM4Z6
F-30	Airius	A-45-EL-STD-120W	1-14BDIF7A
F-31	Twin City Fan And Blower	DCRD100BE	1-149NMBQ5
F-32	Twin City Fan And Blower	DCRD100BE	1-149NMBPN
F-33	Twin City Fan And Blower	BCRD180D	1-149NM4VV
F-34	Twin City Fan And Blower	BCRD180D	1-149NMBQH
F-4	CaptiveAire	NCA24FA	1-149NM4ZQ
F-5	CaptiveAire	DR33HFA	1-149NM500
F-6	Twin City Fan And Blower	DSI135A	1-149NM50A
F-7	Twin City Fan And Blower	DSI150AN	1-149NM51Y

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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F-8	Twin City Fan And Blower	DCRU082B	1-149NM528
F-9	Twin City Fan And Blower	DCRU110BE	1-149NM52I

Product: Expansion Tank

Quantity: 1
Coverage Level: Basic

Services Provided
2 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
GF-1	Axiom	SF100	1-149MX495

Product: Air Handling Unit (AHU), Make-Up Air Unit (MAU), 15-30 HP

Quantity: 3
Coverage Level: Basic

Services Provided
3 Operational
1 Comprehensive
1 Belt Change

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
MAU-1	CaptiveAire	A2-D	1-149MX4H4/FIELD UPD NEEDED
MAU-2	JCI_YORK	XTO-033X036-NADA04 6A	1-149MX4II/FIELD UPDA NEEDED
MAU-3	JCI_YORK	XTO-036X054-NAGA04 6A	1-149MX4J2/FIELD UPD/ NEEDED

Product: Pump, Chilled Water, 11-50 HP

Quantity: 4
Coverage Level: Basic

Services Provided
1 Operational
1 Comprehensive
1 Vibration Analysis

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
P-1	Bell & Gossett	E-1510 3GB	1-149MX4KQ
P-2	Bell & Gossett	SERIES 60 1-1/4X1-1/4X5-1/4	1-149MX4JM
P-3	Bell & Gossett	E-1510 2GB	1-149MX4K6
P-4	Bell & Gossett	E-1510 2GB	1-149MX4KG

Product: Water Heater, Gas, 150-300GAL

Quantity: 3
Coverage Level: Basic

Services Provided
1 Comprehensive

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
WH-1	AO Smith	BTH 400	1-149NMBQP
WH-2	AO Smith	ENS-40	1-149NMBV8
WH-3	Bradford White	FIELD VERIFY	1-149NMBWM

Product: Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine

Quantity: 1
Coverage Level: Basic

Services Provided
1 Performance Verification

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-146JD9YD

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls 0-25000 points

Quantity: 1
Coverage Level: Basic

Services Provided
2 Operational
2 Offsite Backup Storage
2 User View Point Validation (up to 250 objects)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-146JDA2X

Product: Refrigeration, Freezer Walk-in

Quantity: 2
Coverage Level: Basic

Services Provided
1 Operational
1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Bohn		1-149NMBR5
	Bohn	FIELD VERIFY	1-149MX4A7

Product: Refrigeration, Compressor

Quantity: 2
Coverage Level: Basic

Services Provided
1 Operational
1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Bohn		1-149NMBPJ
	Bohn	FIELD VERIFY	1-149NM4P5

REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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Product: Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Quantity: 2 Coverage Level: Basic	Services Provided 2 Operational
<u>Customer Tag</u>	<u>Manufacturer</u> Write-In Write-In
	<u>Model #</u> FIELD VERIFY
	<u>Serial #</u> 1-149NMD20 1-149NM4VK

Product: Refrigeration, Refrigerator Walk-in

Quantity: 1 Coverage Level: Basic	Services Provided 2 Operational
<u>Customer Tag</u>	<u>Manufacturer</u> Continental Refrigerator
	<u>Model #</u> FIELD VERIFY
	<u>Serial #</u> 1-149NM4WE

Product: Refrigeration, Refrigerator Display

Quantity: 1 Coverage Level: Basic	Services Provided 2 Operational
<u>Customer Tag</u>	<u>Manufacturer</u> Continental Refrigerator
	<u>Model #</u> FIELD VERIFY
	<u>Serial #</u> 1-149NM4WO

Product: Refrigeration, Evaporator, All

Quantity: 2 Coverage Level: Basic	Services Provided 2 Operational 2 Evaporator Coil Cleaning
<u>Customer Tag</u>	<u>Manufacturer</u> Write-In Write-In
	<u>Model #</u> FIELD VERIFY
	<u>Serial #</u> 1-149NMD2K 1-149NM4WY

Product: Refrigeration, Refrigerator Walk-in

Quantity: 1 Coverage Level: Basic	Services Provided 4 Operational
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REMER INDEPENDENT SCHOOL DISTRICT #118	316 MAIN ST E REMER, MN 56672-4557
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<u>Customer Tag</u>	<u>Manufacturer</u> Write-In	<u>Model #</u> FIELD VERIFY	<u>Serial #</u> 1-149NM4Y2
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Product: Unit Heater, Gas Fired, <300000 BTU

Quantity: 3

Coverage Level: Basic

Services Provided

1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u> Write-In Write-In Write-In	<u>Model #</u>	<u>Serial #</u> 1-149NMCSU 1-149NMCSK 1-149NMC0I
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Product: Expansion Tank

Quantity: 3

Coverage Level: Basic

Services Provided

1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u> Write-In Write-In Write-In	<u>Model #</u>	<u>Serial #</u> 1-149NMCXA 1-149NMCWG 1-149NMCVM
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Product: Expansion Tank

Quantity: 2

Coverage Level: Basic

Services Provided

1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u> Write-In Write-In	<u>Model #</u>	<u>Serial #</u> 1-149NMCXA 1-149NMCVM
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Johnson Controls Planned Service Proposal

Prepared for NORTHLAND COMMUNITY INDEPENDENT SCHOOL DISTRICT 118

Equipment tasking

Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Belt Change All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain condensate from tank and check traps
Check safety relief valve
Check condition of pulley and belts (if applicable)
Inspect air filters and wash or replace as needed
Replace oil in compressor and check for proper level
Lubricate motor bearings (per manufacturer's recommendations)
Check PE switch and starter
Check pressure reducing station for proper operation
Inspect pressure reducing station filters and clean or replace as required
Check for proper operation of air drier
Check air drier condenser coil
Brush air dryer, condenser and cover grills as required
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain condensate from tank and check traps
Check safety relief valve
Check condition of pulley and belts (if applicable)
Inspect air filters
Check for proper oil level in compressor
Lubricate motor bearings (per manufacturer's recommendations)
Check PE switch and starter
Check pressure reducing station for proper operation
Check for proper operation of air drier
Check air drier condenser coil
Brush air dryer, condenser and cover grills as required
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Make-Up Air Unit (MAU), 15-30 HP

Belt Change All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures

Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Visually inspect damper(s)
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check for unusual noise and vibration
Check for deterioration of gaskets and seals
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Check starter/contactor
Check and tighten electrical connections
Check damper operation and lubricate as required
Visually check control valve(s)
Lubricate blower and motor bearings
Clean condensate pan and clear drain line
Check condition of blower assembly
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect motor mounting isolators
Check for integrity of cabinet hardware
Visually inspect damper(s)
Verify damper operation
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check condensate drain
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Mixed Air, 15-30 HP

Blower Assembly
Vibration Analysis

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

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Visually inspect damper(s)
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check for unusual noise and vibration
Check for deterioration of gaskets and seals
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Check starter/contactors
Check and tighten electrical connections
Check damper operation and lubricate as required
Visually check control valve(s)
Lubricate blower and motor bearings
Clean condensate pan and clear drain line
Check condition of blower assembly
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect motor mounting isolators
Check for integrity of cabinet hardware
Visually inspect damper(s)
Verify damper operation
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check condensate drain
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Electric, Water Tube, 51-150 HP

Operational

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 electric heaters
Visually inspect electrical components for signs of over heating
Check boiler relief valves for leakage
Verify proper operation of low water cut-out control
Check hot water/steam temperature and pressure
Check proper operation of make-up water valve
Check overall condition of unit

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

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Visually inspect electrical components for signs of over heating
Check and tighten electrical connections
Lift relief valve to ensure proper operation
Check boiler relief valves for leakage
Drain boiler, open hand hole covers and clean as needed (if applicable)
Disassemble and clean low water cut-out
Fill boiler and check for proper operation of make-up water valve
Verify proper operation of low water cut-out control
Check contactor(s)
Check operating controls
Check all safety controls
Check overall condition of unit
Record and log all operating parameters (including pressures and temperatures)
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, 0-10 HP

Combustion Analysis

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

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Blow down boiler
Inspect condensate piping , trap and drain
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

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect burner contactors for wear
Check and tighten electrical connections
Check for proper gas supply pressure
Check and clean pilot assembly
Clean combustion fan wheel
Visually inspect combustion chamber, draft diverter and flue for accumulation of

- soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Inspect condensate piping , trap and drain
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, Scroll, 61-100 Tons

Condenser Coil Cleaning	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesSpray coil(s) with chemical solutionRinse coil(s) thoroughly with waterRemove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesRemove sample in approved containerDrop off for analysisLabel and complete paperwork indicating present operating conditionsDocument tasks performed during visit and report any observations to appropriate customer representative
Seasonal Shut-down	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesCheck for proper crank case heater operation (if applicable)Review control panel for proper operation and recorded fault historiesCheck refrigerant charge (sight glass)Record and log all operating parametersShut down chillerCheck for visual signs of refrigerant/oil leak(s)Conduct refrigerant leak checkTag chiller out of serviceRemove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative
Seasonal Start-up	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative to coordinate the startup of the systemRemove shutdown tag from unitVerify the chilled water valves are in their proper operating positionCheck 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

Condensing Unit, Air Cooled, Scroll, 61-100 Tons

Condenser Coil
Cleaning

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

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 visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Check for proper crank case heater operation (if applicable)
Perform lock-out and tag-out procedure
Inspect condenser fan and compressor contactors for wear
Check and tighten electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine

Performance
Verification

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
Back up all supervisory controllers and OWS/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to

appropriate customer representative
Complete and review the Performance Verification Summary report with the customer.

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Offsite Backup Storage All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on secure off-site branch media
Document tasks performed during visit and report any observations to appropriate customer representative

User View Point Validation (up to 250 objects) All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform verification of user view data points on up to 5 user views with a maximum of 250 objects
Document tasks performed during visit and report any observations to appropriate customer representative

Operational All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
Back up all supervisory controllers and OWS/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Expansion Tank

Operational Check with appropriate customer representative for operational deficiencies
Check for leaks
Check for proper air cushion
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Operational Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required

- Motor operating amps
- Check belt guard
- Check belt(s) (if applicable)
- Check drive condition
- Check electrical contacts
- Check fan blades
- Check for proper rotation
- Complete any required maintenance checklists, report observations to appropriate customer representative

Fan, Exhaust Fan, Roof Mounted, 0-5 HP

Belt Change All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check bearing wear
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Chilled Water, 11-50 HP

Vibration Analysis 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

Comprehensive All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check coupling
Lubricate pump and motor bearing(s) per manufacturer's recommendation

Record and log all operating parameters
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Circulating, 0-10 HP

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Refrigeration, Compressor

Operational

Check with appropriate customer representative for operational deficiencies
Check condenser
Check pressures
Check refrigerant charge
Check crankcase heater
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Comprehensive

Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check refrigerant charge
Check crankcase heater
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Refrigeration, Evaporator, All

Operational

Check with appropriate customer representative for operational deficiencies
Complete any required maintenance checklists, report observations to appropriate customer representative

Evaporator Coil Cleaning	Check with appropriate customer representative for operational deficiencies Clean condensate drain (if necessary) Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
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Refrigeration, Freezer Walk-in

Operational	Check with appropriate customer representative for operational deficiencies Check condenser Check pressures Inspect door(s) Check coil(s) Check electrical connections Check operating temperatures Inspect defrost systems for proper operation Check for unusual noise and vibration Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
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Comprehensive	Check with appropriate customer representative for operational deficiencies Inspect door(s) Clean coil(s) Check and tighten electrical connections Check safeties Check for leaks Check operating temperatures Check drain lines and heaters Inspect defrost systems for proper operation Check for unusual noise and vibration Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
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Refrigeration, Refrigerator Walk-in

Operational	Check with appropriate customer representative for operational deficiencies Check condenser Check pressures Inspect door(s) Check coil(s) Check electrical connections Check operating temperatures Inspect defrost systems for proper operation Check for unusual noise and vibration Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
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Refrigeration, Refrigerator Display

Operational

- Check with appropriate customer representative for operational deficiencies
- Check condenser
- Check pressures
- Inspect door(s)
- Check coil(s)
- Check electrical connections
- Check operating temperatures
- Inspect defrost systems for proper operation
- Check for unusual noise and vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Terminal Product, Fan Coil Unit (FCU), Horizontal Air Flow, 1201-1800 CFM

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures
- Check fan contactor/relay
- Check and tighten electrical connections
- Clean condensate pan and clear drain line
- Check condition of pulley and belts (if applicable)
- Visually check control valve(s)
- Lubricate blower and motor bearings (if applicable)
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Terminal Product, Unit Ventilator, 500-1000 CFM

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check condition of pulley and belts (if applicable)
- Check condition of coils
- Check condition of filters
- Check condensate drain
- Check for proper operation of outside air dampers (if applicable)
- Check unit for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Unit Heater, Gas Fired, <300000 BTU

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check integrity of unit heater supports
- Check and tighten electrical connections
- Check igniter and pilot operation
- Check condition of heat exchanger

- Check condition of burners and clean as required in place
- Check for proper venting
- Check for leaks on gas line down stream of manual shutoff
- Check condition of pulley and belts (if applicable)
- Cycle thermostat and check for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Water Heater, Gas, 150-300GAL

Comprehensive

- Check with appropriate customer representative for operational deficiencies
- Check temperature
- Check and tighten electrical connections
- Check gas pressure
- Clean flame sensor
- Clean igniter
- Blow down tank
- Inspect water condition
- Lift relief valve to ensure proper operation
- Check for leaks
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

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

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$25,342.00	Semi-Annual
Year2	\$26,355.00	Semi-Annual
Year3	\$27,410.00	Semi-Annual

Special Additions and Exceptions

**TERMS AND CONDITIONS
DEFINITIONS (REV 11/21)**

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

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 Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

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. 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.

5. 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 Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

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) refrigerant; 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

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. 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. 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. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. 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, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

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;
- (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; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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 K 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 liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

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. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. 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.
3. If either party fails to perform any of its material 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.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. 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. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, 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.

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 ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI’s cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of Customer data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI’s products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI’s Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer’s Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer’s equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device (“Gateway Device”) owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer’s applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service’s mobile or web application. Any Gateway Devices provided hereunder shall remain JCI’s property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI’s then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and cloud-hosted software products (“Software”) offered under these terms shall be subject to, and governed by, JCI’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a “Software Subscription”):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls’ then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa (“DPA”) shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI’s Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI’s Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer’s personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

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

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

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

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

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, 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. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. 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.

9. 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 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 THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]



**2022-2023 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of Northland Community Schools, County of Cass, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high schools listed below (name all high schools under your governing board):

Northland High School _____

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League;
School Enrollment (grades 9-12): _____
OR;
_____ Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____

District/School Office Address: 316 Main St E, Remer, MN 56672 _____

Head of School/Superintendent's Phone: Mary Yakibchuk, Interim Superintendent, (218) 566-2351

Head of School/Superintendent's Email: myakibchuk@isd118.org

This form must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2022. Retain one copy for the school files.

2022-2023 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2022-2023 Form on the League website once for each high school under your governing board.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

- Designated School Board Member
Bill Wake
- Designated School Representative
Janessa Green, AD

208.02 ACTIVITY REPRESENTATIVES

- Boys Sports – Janessa Green
- Girls Sports – Janessa Green
- Speech – Janessa Green
- Music – Janessa Green

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

- Board Member
- Student
- Parent
- Faculty Member

MAILING REPRESENTATIVE

By signature on the first page, I have verified that all required representatives above have been entered electronically on the MSHSL Resolution for Membership 2022-2023 Form.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into between Independent School District No. 118, Remer, Minnesota, (District) and the Independent School District No. 118 Principals' Association (Association); and

WHEREAS, the Association and the District are parties to a Collective Bargaining Agreement covering the member's terms and conditions of employment effective July 1, 2019 through June 30, 2022; and

WHEREAS, Mary Yakibchuk is a member of the Association and has all rights and entitlements pursuant to the Collective Bargaining Agreement.

WHEREAS, to meet the operational needs of the District, the District has agreed to enter into an Interim Superintendent Contract with Mary Yakibchuk for the 2022-2023 school year.

WHEREAS, the parties mutually agree upon modifications to the Collective Bargaining Agreement in order to accomplish reorganization of the District's administrative positions; and

NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Memorandum of Understanding, the Parties agree that:

1. Mary Yakibchuk will serve as the Interim Superintendent for the 2022-2023 School year.
2. Upon completion of this Contract, the Interim Superintendent will return to her regular School District assignment as a Principal at the regular salary, benefits and terms and conditions of employment as detailed in the Master Agreement 2019-2022 between ISD No. 118 and ISD No. 118 Principals' Association. This interim assignment shall have no effect on her regular employment and assignment in the School District, unless the parties negotiate a subsequent and separate Superintendent's Agreement with Yakibchuk. If Yakibchuk does not return to the position of Principal as of July 1, 2023, then she shall forfeit her right to do so and shall forfeit her right to tenure status as a Principal.
3. Mary Yakibchuk will retain her seniority and tenure status provided she returns to the position of Principal as of July 1, 2023.

This Memorandum of Understanding does not set a precedent or establish a past practice for other principals or future similar situations with the district.

This Memorandum of Understanding represents a full and complete agreement between the parties hereto. Any provisions of the Agreement not modified by this Memorandum of Understanding remain in full force and effect. There are no covenants, promises, or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understand and fully agree to each, all, and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF: the Parties have executed this Agreement as follows:

For the Independent School District No. 118 Principals' Association
this _____ day of _____, 2022.

Mary Yakibchuk
Principal

For the Independent School District No. 118
this _____ day of _____, 2022.

School Board Chair

School Board Clerk

**NORTHLAND COMMUNITY SCHOOLS, ISD 118
INTERIM SUPERINTENDENT CONTRACT**

This Contract is entered into between Independent School District No. 118, Remer, Minnesota (hereinafter, "School District"), and Mary Yakibchuk (hereinafter, "Interim Superintendent"), a legally qualified and licensed Superintendent who agrees to perform the duties of Superintendent of the School District.

**ARTICLE I
DURATION**

This Contract is for the period of July 1, 2022 through June 30, 2023 pending the search for and hiring of a permanent Superintendent. This Contract shall expire on June 30, 2023 and be of no further effect. On June 30, 2023, neither party shall have any further claim against the other, and the School District's employment of Yakibchuk as Interim Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. §123B.143.

**ARTICLE II
LICENSE**

The Interim Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

**ARTICLE III
DUTIES AND WORK YEAR**

The Interim Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Interim Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Interim Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Interim Superintendent and such other duties as may be prescribed by the School Board from time to time. The Interim Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Interim Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

The Interim Superintendent's duty year shall be for the entire twelve (12)-month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board is

authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

**ARTICLE IV
COMPENSATION AND BENEFITS**

The Interim Superintendent shall continue to be compensated at her regular salary and regular benefits and pursuant to all other terms and conditions of employment as detailed in the Master Agreement 2019-2022 between ISD No. 118 and ISD No. 118 Principals' Association. In addition, the Interim Superintendent shall be compensated **\$1500** per month for performing the additional responsibilities of the Interim Superintendent's position.

Upon completion of this Contract, the Interim Superintendent will return to her regular School District assignment as a Principal at the regular salary, benefits and terms and conditions of employment as detailed in the Master Agreement 2019-2022 between ISD No. 118 and ISD No. 118 Principals' Association, and this interim assignment shall have no effect on her regular employment and assignment in the School District, unless the parties negotiate a subsequent and separate Superintendent's Agreement with Yakibchuk.

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

This Contract shall be effective only upon signatures of the Interim Superintendent and the officers of the School Board as a result of proper action by the School Board. The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have
subscribed my signature this _____
day of _____, 2022.

IN WITNESS WHEREOF, we have
subscribed our signatures this _____
day of _____, 2022.

Mary Yakibchuk
Interim Superintendent

School Board Chair

School Board Clerk