

PR#: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
RFP Number (if applicable): \_\_\_\_\_

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this **28<sup>th</sup> day of May, 2021**, by and between **Stanley Convergent Security Solutions, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

Provide all services as outlined in your proposal dated September 7, 2020, to **provide Central Station Monitoring services for the Central Station Monitoring Project @ All MPS Sites in accordance to “Addendum A Monitoring Terms and Conditions” attached hereto as Exhibit A and herein incorporated as reference.**

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

**2. TERM: June 1, 2021 – May 31, 2024**

**No work** shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed contract with approval to proceed shall not be compensated pursuant to this contract. Any continuation of the contract beyond this term must be set forth in writing and signed by the original signatories to the contract.

**3. COMPENSATION**

Total compensation for Central Station Monitoring under this contract: **\$239,760.00**

The additional services per Division 1 Alternate Unit Pricing for Technician Services and Parts will be provided per the hourly fee and rate schedule as identified in the response to the RFP, dated September 7, 2020, which is outlined on Exhibit B.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

**Milwaukee Public Schools  
Facilities & Maintenance Services  
1124 North 11<sup>th</sup> Street  
Milwaukee, WI 53233  
ATTN: Contract Clerk**

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

**4. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

**5. NON-DISCRIMINATION**

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental

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status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not be limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

**6. INDEMNITY**

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS' negligence for acts, policies, or directives that affect the activities covered by this Contract.

**7. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this contract.

**8. SHIPPING/TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

**9. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

## **10. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

## **11. TERMINATION BY MPS - BREACH BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

## **12. TERMINATION BY MPS**

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days notice, but reserves the right to give immediate notice. If in the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

## **13. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS' sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

## **14. ASSIGNMENT LIMITATION**

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

## **15. PROHIBITED PRACTICES**

- A. Contractor during the period of this contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this contract for services that the MPS employee would otherwise perform as an employee.

- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Resources Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this contract.

**16. LIVING WAGE REQUIREMENT**

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

**17. NOTICES**

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this contract, or to their designees.

**18. WAIVER**

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

**19. INTEGRATION/SEVERABILITY**

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

**20. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

**21. TIMING**

Time is of the essence in this Contract.

**22. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

**23. FORCE MAJUERE**

MPS will not be liable to pay contractor for any work that the contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS' reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

**24. STUDENT DATA**

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

**25. NON-DISCLOSURE**

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

**26. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS' Executive Director of Communications & Outreach.

**27. ORDER OF PRIORITY**

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

**28. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

**29. CCS REQUIREMENT**

The HUB requirement on this contract is 0%. The student employment requirement is 100 paid hours per contract year. The Career Education requirement is 10 hours per contract year. Failure to achieve this requirement may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR: **Stanley Convergent Security Solutions, Inc.**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

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

By: \_\_\_\_\_  
(Principal or Administrator Signature)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: W226N665 Eastmound Drive, Suite 115  
Waukesha, WI 53186

Phone Number: (262) 521-3900

Tax Id or SS \_\_\_\_\_

By: \_\_\_\_\_  
Keith P. Posley, Ed.D.  
Superintendent of Schools

Budget Code: **VARIOUS**

By: \_\_\_\_\_  
Bob Peterson  
President - Milwaukee Board of School Directors

## Exhibit A

### Addendum A Monitoring Terms and Conditions

This Addendum is dated this 28th day of May, 2021, and attached to and incorporated by reference into the MPS Professional Services Contract dated May 28, 2021 (hereinafter "Agreement"), between Milwaukee Board of School Directors, on behalf of Milwaukee Public Schools, (hereinafter "Customer") and Stanley Convergent Security Solutions, Inc. (hereinafter "SCSS").

Paragraph 27 of the Agreement is stricken and replaced with the following:

This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Services provided by SCSS under the Agreement. If there are directly conflicting or directly inconsistent terms between the Agreement and this Addendum, then the Agreement shall prevail **except where it is specifically indicated in this Addendum that the Addendum shall prevail in the event of a conflict.**

#### **1. Payment.**

Customer agrees to pay SCSS:

For monitoring and service of the system(s) Customer agrees to pay SCSS bi-monthly in arrears of such services.

#### **2. Liquidated Damages and SCSS's Limits of Liability.**

The parties agree that this Paragraph 2 and all of its subsections are intended to prevail over any conflicting or inconsistent terms found in the Agreement, including but not limited to the terms found in Paragraphs 6 and 9 of the Agreement.

A. The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service or failure of performance, with the exception of SCSS's gross negligence, willful misconduct; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer is self insured; that SCSS offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNTS PAID UNDER THIS AGREEMENT IN THE SIX (6) MONTHS LEADING UP TO THE INCIDENT GIVING RISE TO LIABILITY, OR \$100,000, WHICHEVER IS GREATER. THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF

License Information: AL 12-888; 12-847; 12-1322; 12-1278; A-0333; A-0331: AR E2010 0017; Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 501-618-8600 AZ ROC204975; CA ACO6055; 848019; C7; C10; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: DE FAL-0001; 04-158: FL EF20000495; EF0001117; EF20000512; EF0000772: GA LVU405586: KY 338: IL 127.001274; 124.000430: LA F875; F1162; F1277: MA 3519 C: MD 107-1717; Maryland State Police, Licensing Division, 1111 Reisterstown Rd, Pikesville, MD 21208: MI 5103306; 3601205772: MN TS01238: MS 19207-SC: MT FPL-BEL-000132: NV 0071024; F400; F401: NY 12000293169: NJ 34BF00017200: NC 2185-CSA; 25055-SP-LV: OH 53-89-1512: OK 953: OR 161567: SC BAC5501; FAC 3387 Fire: TN 1446; 1461; 1540; 1448; 1180; 1650; 1446; 65528: TX ACR2639; B02140; ECR-1821: UT 5704068-6501: VA 11-5481; 2705-087235A; Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219: WA STANLCS925M2: WY LV-G-23879 CANADA (Quebec) RBQ 2729-5609-6-51

THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

- C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, UNLESS CAUSED BY SCSS OR ANY OF ITS AGENTS OR EMPLOYEES GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE OF PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

### **3. Waiver of Subrogation.**

The parties agree that this Paragraph 3, is intended to prevail over any conflicting or inconsistent terms found in the Agreement, including but not limited to the terms found in Paragraph 7 of the Agreement.

Customer shall obtain, and maintain, insurance coverage (which may include a self-insurance program) to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 2.B, Customer shall look solely to its insurer (or self-insurance program) for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no third party insurance company or insurer will have any right of subrogation against either party. Such waiver of subrogation does not affect the rights of Customer to pursue SCSS for losses within the limitation of liability set forth in Paragraph 2.B.

### **4. Miscellaneous Charges and Increase in Charges.**

- A. If Customer or SCSS is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- B. It is Customer's responsibility to obtain alarm use permits and any other types of permits required by the local jurisdiction.

### **5. Obligations of Customer.**

- A. Customer shall have full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now

installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

- E. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required, as well as shelf or desk space for monitors.
- F. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- G. In conformance with OSHA 1926.1101, the presence, location and quantity of asbestos or presumed asbestos containing materials (ACM) are provided to all contractors by way of MPS' Asbestos Management Plan. This Plan is located in the Building Engineer's Office of each occupied building. Documentation for unoccupied or seasonally occupied buildings is maintained at MPS' Environmental Services Shop at 1124 N. 11th Street, Milwaukee. Questions should be directed to the Environmental Services Shop at (414) 283-4626. It is the Contractor's responsibility to review the Plan in advance, prior to starting any work, and to ensure that site supervisor has reviewed the plan prior to proceeding with laying out any work. Other hazardous materials can be identified by contacting MPS Environmental Services Division of Facilities and Maintenance Services. All contractors must check with the MPS building engineer before working in an area to ensure the safety of your employees.
- H. **Verified Response Jurisdictions.** Some jurisdictions require that an intrusion be verified by video, audio, or in-person verification before police will respond to an alarm signal. In the event an intrusion alarm signal is received by SCSS, but the police department indicates it will not respond without verification, SCSS shall verify by video or audio (if possible) or shall contact a guard service to send a guard to Customer's Premises to verify the alarm. Customer shall be responsible for payment of any costs SCSS incurs in this regard.

## 6. **Obligations of SCSS.**

- A. Except as stated in the MPS Professional Services Contract, SCSS shall not be held responsible or liable to the Customer for delay in installation of any equipment due to strikes, lockouts, riots, floods, fires, lightning, terrorism, acts of God, or any cause beyond the control of SCSS. SCSS shall not be held responsible or liable to the Customer for interruption of service due to power outage at MPS locations.
- B. If Customer has subscribed to monitoring service, the system will be connected to an alarm monitoring station operated by SCSS or one of its affiliates (the "Center"). SCSS shall follow the action plan set forth in Exhibit D to the Request for Proposal.

In the event a situation arises that is not covered by Exhibit D, then the Center will telephone Customer's premises, and if there is no answer then will telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will notify the police department. The Center will also contact someone on the emergency call list to advise them once the police have been notified.

SCSS may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements. In such event, SCSS shall endeavor to give Customer notice as soon as possible after becoming actually aware of such changes in requirements, and, if possible, prior to any service being discontinued or changed. Customer consents to the audio and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized.

- C. Intentionally omitted, as Customer does not utilize video equipment.



- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to the SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use telecommunications lines (such as standard telephone lines or other types of lines), and SCSS does not receive signals when the telephone system becomes non-operational or the line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet-based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or unavailability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. **Customer understands that SCSS offers several levels of communication methods of alarm signals to the Center and that the Services described on the applicable Schedule(s) have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.** Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.**
- E. Intentionally omitted, as Customer's facilities are not directly connected to the police, fire department, or other agency.
- F. Intentionally omitted, as SCSS does not provide access control services to Customer.
- G. **Termination of Monitoring.** If SCSS is engaged at the time of termination of the Agreement by either party to monitor any alarms or signals from any Customer premises, Customer agrees that SCSS may cease such monitoring on the effective date of any termination as outlined in the termination language of MPS' Professional Services Contract.

NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

**Stanley Convergent Security Solutions, Inc.**

**Customer**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

MPS REQUEST FOR PROPOSAL, #6606  
 REBID - DIV 1 - CENTRAL STATION SECURITY MONITORING SERVICES

**7.1 DIVISION 1 - ALTERNATE UNIT PRICING**

**A. Alternate Unit Pricing – Technician Services** (These rates are not mandatory, however if provided and acceptable to MPS, rates and related services will become part of the binding contract):

Hourly rates provided below are for Scheduled and Emergency Repair Services & Analysis of Existing Systems as directed by MPS approved personnel. Resumes shall be provided within Section 4 - Qualification Requirements for all technicians proposed. Replacement parts will be installed utilizing technician rates as noted below.

**Circle Applicable Equipment Manufacturer that proposed CSM Firm Service Technician is qualified to Repair** (Provide separate copy if more than one technician or different rates per applicable equipment manufacturer):

	Bosch	Radionics	Honeywell
Service rates for repairs during business hours billed in 30-minute minimum increments.			<b>\$115.00</b> / Per Hour
Service rates for emergency repairs with response within 60 min. notice, or after hours, billed in 30-minute increments.			<b>\$135.00</b> / Per Hour
Service rates for emergency repairs after normal business hour, billed in 30-minute increments.			<b>\$135.00</b> / Per Hour
Service rates for repairs during holidays billed in 30-minute increments.			<b>\$150.00</b> / Per Hour
Professional Service rate for reviewing and providing analysis of existing systems, as described within Part 3.1 - Central Station Monitoring Services, Paragraph E.			<b>\$0</b> / Per Hour

**B. Alternate Unit Pricing – Parts** (These rates are not mandatory, however if provided and acceptable to MPS, rates and related services will become part of the binding contract):

Unit Costs provided below are for replacement or installation of new equipment as authorized by PS Personnel. Replacement parts will be installed utilizing technician rates as noted above or purchased for installation by MPS.

<p><b>Security Panel Replacement:</b> Each unit must include all materials, shipping, overhead, etc. with parts necessary for a full operating system as follows:</p> <ul style="list-style-type: none"> <li>- One (1) Bosch B8512 Series, model B8512G</li> <li>- One (1) Retrofit Module, Model B600</li> <li>- One (1) Plug-in Communicator Telephone, Model B430</li> <li>- One (1) Octopopit 8 Zone Expander for G Series, Model D8128D <b>Not Needed</b></li> <li>- One (1) 12V 7AH Battery</li> </ul>	<b>\$ 1,505.00</b>	<b>Each</b>
<b>Command Center Keypad, Bosch:</b> Model D1255	<b>\$ 250.00</b>	<b>Each</b>
<b>OctoPopit 8 Zone Expander for G Series, Bosch:</b> Model D8128D	<b>\$200.00</b>	<b>Each</b>
<b>Popit Point Module</b>	<b>\$110.00</b>	<b>Each</b>

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<b>Network Interface Module, Bosch: Model DX4020V2</b>	<b>\$225.00</b>	<b>Each</b>
<b>Alternate Unit Pricing – Parts (Continued)</b>	<b>See Below</b>	
<b>Motion Detector 50FT Diameter Commercial Ceiling Mount, Model DS938Z</b>	<b>\$210.00</b>	<b>Each</b>
<b>Motion Detector, Commercial Series Tritech Detector 50 x 50 FT, Model ISC-CDL1-W15G</b>	<b>\$200.00</b>	<b>Each</b>

Explanation for Alternate Unit Price fees, if required:

**Cell Back up as Primary Communication Path  
 B450 Module, B444V Cell Unit & Battery**

**\$850.00 Install**

**\$22.00 Monthly Cell Service**

**Multi Band Antenna Indoor Outdoor**

**\$305.00 Install**