



## Board of City Commissioners

The Board of City Commissioners is scheduled to meet on Monday, January 29, 2024, at 1:00 PM in the Mayor's Conference Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota.

### SPECIAL MEETING OF THE BOARD OF CITY COMMISSION

#### Call to Order

1. Consider approval of Fire Alarm Monitoring with Johnson Controls for the Snow Removal Equipment (SRE) building using North Dakota State bid.

#### Documents:

[AIR - Fire Alarm Monitoring for SRE Building.pdf](#)

#### Adjourn

Phone: 701-355-1300 | 221 North 5th Street | P.O. Box 5503 | Bismarck, ND 58501  
[www.bismarcknd.gov](http://www.bismarcknd.gov) | TDD 711 | An Equal Opportunity-Affirmative Action Employer





## Airport

**DATE:** January 26, 2024

**FROM:** Greg Haug, Airport Director

**ITEM:** Fire Alarm Monitoring with Johnson Controls for Snow Removal Equipment (SRE) building using North Dakota State bid.

**REQUEST:**

Consider approval of Fire Alarm Monitoring with Johnson Controls for SRE building using North Dakota State bid.

**BACKGROUND INFORMATION:**

Fire alarm monitoring is required to complete the SRE building work and receive a certificate of occupancy. The substantial completion date for the building is Friday, February 2, 2024, so getting the monitoring agreement in place is urgently needed.

The State of North Dakota has negotiated a Fire Alarm Monitoring service contract for buildings with Johnson Controls. The contract utilizes a National Association of State Procurement Officials (NASPO) agreement. Airport Staff recommends we utilize the State Bid for these activities as it will eliminate a protracted negotiation with Johnson Controls. City Attorney, Janelle Combs has reviewed the contract negotiated by the State and agrees with its terms and conditions. Airport staff seeks approval to use this state bid agreement in accordance with Ordinance 7-01-03 paragraphs 5 and 6.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve Fire Alarm Monitoring with Johnson Controls for the SRE building using the North Dakota State bid.

**STAFF CONTACT INFORMATION:**

Tim Thorsen, Assistant Airport Director, 701-355-1806, [tthorsen@bismarcknd.gov](mailto:tthorsen@bismarcknd.gov)  
Greg Haug, Airport Director, 701-355-1805, [ghaug@bismarcknd.gov](mailto:ghaug@bismarcknd.gov)

**ATTACHMENTS:**

1. State Bid Agreement with Johnson Controls

# Central Monitoring Subscriber Information

The form should be sent to Central Station **at least** 24 hours prior to the technician's arrival at the customer site. Forms may be faxed to 866-852-2475 or sent electronically to [csdataentry@simplexgrinnell.com](mailto:csdataentry@simplexgrinnell.com).

Subscriber Name: Bismarck Airport Building #67  UL/ULC Acct  Nat'l Acct  
 Monitoring Acct #: \_\_\_\_\_ Permit #: \_\_\_\_\_ ACE/Customer#: \_\_\_\_\_  
 Address: 2301 University Dr. City: Bismarck  
 State/Province: ND 58504 County/Township: \_\_\_\_\_  
 \*Premise Phone#: (701) 222-6509 Ext: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Cross Street: \_\_\_\_\_

Account Type:  Fire  Burglary  Medical  A of R  Critical Condition  
 2 Line Digital  Cellular  Internet  Radio

Contact List (Responsible Parties): Premise will be called prior to contact list

Name	Phone # (Ext)	Pass/Abort Code (will take the place of acct # when calling)
DITY OPS AGENT (24 HRS)	(701) 220-9885	
TRACY ESTES	(701) 220-6502	

\*Premise (unless 24/7) will not be called after hours except to verify burglar alarm

Local Emergency Dispatch Numbrs (must be 24hr#) - NOT 911

Fire Dept (Local)	701-223-9111	Paramedics (Local)	( )
Police Dept (Local)		Other:	( )

Local Jurisdictional Procedure Requirement: \_\_\_\_\_  
 Communicator/Panel Make: Simplex Model#: 4010ES  
 Number of Partitions (if Using): \_\_\_\_\_

Format Reporting:  3x1  4x2  Contact ID  SIA  Per Point  Other  
 Time Zone: Central Daylight Savings Time Observed:  Yes  No  
 Automatic Timer Test (Daily, Weekly, Monthly, None):  ) Daily

This account to receive history reports on the following basis:  Weekly  Monthly  Quarterly  
 Email address to send report to: \_\_\_\_\_

Special Instructions: (text/fax of signals available in place of calling)  
**Programming labor fee is waived if site is ready when our install tech does the final with the fire marshall if not ready each additional trip by our service tech is at the special rate of \$195.00 each time.**

Account will be programmed to send open/close signals (security alarms only)  Yes  No  
 Type of Open/Close to be provided:  Open/Close Log Only  Supervised Open/Close

Daily Schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time							
Closing Time							
**Window							

\*\*All supervised accounts will be assigned a 60 minute window for scheduled openings and closings. If subscriber requests a longer or shorter window, please specify. Holidays/School Vacations closed:

Subscriber/Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscriber Name Printed: MICHAEL T. SCHMITZ, PRESIDENT BOARD OF CITY COMMISSIONERS

SimplexGrinnell Employee: Scott Gess District Number: 385 Date: 1/18/2024



Fire Protection



SUMMARY SHEET for NASPO ValuePoint PMA Order

Please make sure no ERROR shows for required fields highlighted in yellow

Johnson Controls Fire Protection Contact Information

Salesperson's Name: Scott Gess, Employee #: 164353, District City & State: Fargo, ND, District #: 385

Customer Contact Information

If service is to be performed at multiple buildings with the same bill-to address, please add each location to the Master Spreadsheet and make Location ACE# and Service Address: Multiple

Location Customer Name: Bismarck Airport Building #67, Billing Customer Name: Bismarck Municipal Airport, Location ACE Customer #: 4676344, Billing ACE Customer #: 369812, Purchasing Agreement State: North Dakota State Contract #SWC-117, NASPO Master Contract #99SWC-NV23-16270, Service Call Authority Name: Tim Thorsen, Billing Contact Name: Tim Thorsen, Service Call Authority Phone #: 701-355-1808, Billing Contact Phone #: 701-355-1808, Service Call Authority Email: tthorsen@bismarcknd.gov, Billing Contact Email: tthorsen@bismarcknd.gov, Service Address: 2301 University Dr, Bismarck, ND 58504, Billing Address: 2301 University Dr Po Box 991, Bismarck, ND 58504, Purchasing Authority Contact: Tim Thorsen, Phone #: 701-355-1808, Email: tthorsen@bismarcknd.gov, Fax #:

Order Information

PO#: N/A, Note: PO must reflect NASPO and or applicable state agreement, Contract Dates: Start: 02/01/24, End: 01/31/25, Note: Transition from Local is considered a renewal, Is this a New or Renewal Contract? (choose from drop down list) New, If Renewal, Current Contract #: , For Renewal: Current Contract Amount, Upgrade Amount, Total Amount of Renewal Contract \$ -

Table with 4 columns: System Type (Monitoring), XAAP (No), Yearly Amounts, Total Contract Amount (if multi-year). Row 1: Monitoring, No, \$643.00, \$643.00. Subsequent rows show 'No' for XAAP and empty cells for amounts.

Please indicate any additional coverage that was sold in the additional notes below (i.e 24/7, batteries included etc)
\*NOTE: If an NTE is not provided, MDQ will show a \$0 NTE and will not allow technicians to quote using their handheld devices. Then, all quotes will need to go through the National Accounts Deficiencies team.

Monitoring Account Number: Please provide Monitoring Account # and email from Data Entry to confirm account is active and communicatin

Additional Notes:

Definitions for Coverage Types: Essential: Test & Inspect; Xaap Electronic Inspection Reporting; Customer Portal; Enhanced: Test & Inspect; Labor Only Coverage or Labor Coverage & Panel Parts Coverage; Xaap Electronic Inspection Reporting; Battery Replacement Option; Remote Service Support; Smoke Detector Cleaning; Smoke Detector Sensitivity Testing; Customer Portal; Expert: Test & Inspect; Labor Coverage (8-5 or 24/7); System Parts Coverage; Peripheral Part Replacement Coverage; Xaap Electronic Inspection Reporting; Battery Replacement Coverage; Remote Service Support; Smoke Detector Cleaning; Smoke Detector Sensitivity Testing; \*\*\*EXPERT COVERAGE DOES NOT APPLY TO E-LIGHTS, EXTINGUISHERS, KITCHEN HOODS, SPECIAL HAZARD OR SPRINKLER SYSTEMS\*\*\*

All Services and Pricing must be in accordance with the NASPO ValuePoint Contract: EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety & property protection is non-existent or property assets are in imminent danger of significant damage. Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law. PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity. Tech will be on site within 24 hours. THREE DAY SERVICE CALL System/unit is operational; general repair is required. Technician will be on site within three(3) business days. SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance and/or service work. Technician will be on site 14 calendar days

Use National Accounts Rev 7D US National Labor Rates for non-prevailing wage required service work. (See Cost Proposal Breakdown PDF) Metro Rates NTE Labor Rates for Metro Districts available (See Standard Hourly Rates Tab) Prevailing Wage: Add to Base Rates- (See Standard Hourly Rates Tab) Parts Markup over COST: 35% , 30% Outside Purchase & Subcontractor No Minimum charge is allowed for an Emergency and a Priority Call No travel time allowed if under 2 hours. Overtime fees prevail before 8:00 AM or after 5:00 PM and double time fees prevail on Sunday and holidays





Johnson Controls Fire Protection

North Dakota State Contract #SWC-117,  
NASPO Master Contract #99SWC-NV23-16270



NASPO Customer:

Bismarck Municipal Airport

CCA Use Only:

Site Name:  
Street Address:  
City, State, Zip  
Location ACE Customer#

Bismarck Airport Building #67  
2301 University Dr  
Bismarck, ND 58504  
4676344 Renewal Contract#

NASPO Region Code#  
AR#  
Ship to Customer #  
Bill to Customer #

Sales Representative  
Contract Period Begin and End Date

Scott Gess  
2/1/2024 1/31/2025

Annual Contract Value:  
\$643.00

**Pricing Breakout by Product Line & Inspection Information**

**Panel Make & Model**

4010ES Line 23 below is for Are of Rescue

**Monitoring:** By ordering this service you are agreeing to the Master Monitoring Terms & Conditions applicable with this contract. These terms can be referenced in the Monitoring tab below

**Monitoring**

Single Building Fire Alarm Panel (Inc. Cellular Svc.)  
Single Building Fire Alarm Panel (Exc. Cellular Svc.)  
Single Building Burg Panel (Inc. Cellular Svc.)  
Single Building Burg Panel (Exc. Cellular Svc.)  
Single Building Combo Panel (Inc. Cellular Svc.)  
Single Building Combo Panel (Exc. Cellular Svc.)  
Single Elevator Panel (Inc. Cellular Svc.)  
Single Elevator Panel (Exc. Cellular Svc.)  
Single Building UL (Inc. Cellular Svc.)  
Single Building UL (Exc. Cellular Svc.)  
# of Partitions/Building (Should be used with 1 single bldg FA for Main Acct)

		<u>Total</u>	<u>Spot Reduction</u>
0	\$	-	\$ -
1	\$	445.00	\$ (171.00)
0	\$	-	\$ -
0	\$	-	\$ -
0	\$	-	\$ -
0	\$	-	\$ -
0	\$	-	\$ -
1	\$	198.00	\$ (48.00)
0	\$	-	\$ -
0	\$	-	\$ -
0	\$	-	\$ -

Monitoring Acct. #

Annual Cost \$643.00

**Open Market Items Related to Monitoring**

Any additional Monitoring Related items apart from the Annual Subscriptions above must be sold as L&M on the applicable forms

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

Customer Signature: \_\_\_\_\_

Effective 8-2023

8A-5P M-  
F 5:01P-7:59A Weekend/H  
oliday

**SPRINKLER**

Sprinkler Repair rate (non Union)	\$ 139.00	\$ 208.50	\$ 278.00
Sprinkler Repair rate (Union/Metro) – not to exceed	\$ 194.00	\$ 291.00	\$ 388.00
Sprinkler Repair rate (Prevailing Wage) – not to exceed	\$ 254.00	\$ 351.00	\$ 448.00

**SUPPRESSION AND EXTINGUISHER**

Fire Extinguisher Repair Rates	\$133.00	\$199.50	\$266.00
Fire Extinguisher Repair Rates (Metro)	\$144.00	\$216.00	\$288.00
Fire Extinguisher Repair Rates (Prevailing Wage)	\$204.00	\$306.00	\$408.00
Emergency Light Repair Rate	\$168.00	\$252.00	\$336.00
Emergency Light Repair Rate (Metro)	\$211.00	\$316.50	\$422.00
Emergency Light Repair Rate (Prevailing Wage)	\$271.00	\$376.50	\$482.00
Special Hazard/Engineered Suppression/Kitchen Hood Systems Repair Rates	\$162.00	\$243.00	\$324.00
Special Hazard/Engineered Suppression/Kitchen Hood Systems Repair Rates (Metro)	\$205.00	\$307.50	\$410.00
Special Hazard/Engineered Suppression/Kitchen Hood Systems Repair Rates (Prevailing Wage)	\$265.00	\$368.00	\$470.00

**ALARM & DETECTION**

Electronic Fire Alarm/Security/Access Control/CCTV Systems Repair Rate	\$168.00	\$252.00	\$336.00
Electronic Fire Alarm/Security/Access Control/CCTV Systems Repair Rate (Metro)	\$211.00	\$316.50	\$422.00
Electronic Fire Alarm/Security/Access Control/CCTV Systems Repair Rate (Prevailing Wage)	\$271.00	\$376.50	\$482.00

**\*Metro Markets\***

NY, District 102	IL, District 311	OR, District 448	MD, District 565
MA, District 108	MI, District 321	WA, District 458	
NH, District 114	WI, District 336	CA, District 480	
NY, District 119	MN, District 337	HI, District 499	
NY, District 143	MO, District 354	OH, District 515	
RI, District 149	CA, District 412	NJ, District 518	
MA, District 168	CA, District 417	PA, District 544	
VA, District 252	CO, District 419	PA, District 546	
FL, District 263	CA, District 434	DC Metro, District 564	

**All Labor Subject to the Following:**

- Overtime Multiplier 1.50
- Doubletime Multiplier 2.0

Time Classification	Start Time	End Time	Hourly Rate Modifier
Standard time M-F	8:00 AM	5:00 PM	N/A
Standard after hrs M-F	5:01 PM	7:59 AM	1.5 x
Saturday	8:00 AM	12:00 AM (Midnight)	2x
Sundays and Holidays	12:01 AM	12:00 AM (Midnight)	2 x

- Service work should be quoted in advance outside of emergency service
- No Truck or Fuel Charges Permitted
- Prevailing Wage (Can add a maximum of \$60.00 in addition to the base rates above)



**SECURITY & FIRE PROTECTION  
SERVICES**

Led by the State of Nevada

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Master Agreement #: **99SWC-NV23-16270**

Contractor: **Johnson Controls Fire Protection, LP**

Resellers: **Johnson Controls, Inc. & Johnson Controls Security Solutions**

Participating Entity: **STATE OF NORTH DAKOTA**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the **Security and Fire Protection Services (2023-2028)** led by the State of Nevada for use by state agencies and other entities located in the Participating State of North Dakota authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of North Dakota. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tom Staves
Address:	5757 N Green Bay Ave, Milwaukee, WI 53209
Telephone:	443.676.8813
Email:	thomas.staves@jci.com



**SECURITY & FIRE PROTECTION SERVICES**

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Participating Entity

Name:	Gabriel Hoggarth "State of North Dakota"
Address:	4 <sup>th</sup> Floor Capitol Tower, 600 E Blvd Ave, Dept 012 Bismarck, ND 58505-0310
Telephone:	701-328-2740
Email:	gjhoggarth@nd.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Coterminous: The term of this Participating Addendum shall be coterminous with the State of Nevada Master Agreement Number 99SWC-NV23-16270 ("Contract").
6. Confidentiality: CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.
7. Compliance with Public Records Laws: CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE as soon as reasonably possible upon receiving a request for information

**SECURITY & FIRE PROTECTION  
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under the public records law and to comply with STATE's instructions on how to respond to the request.

8. Spoliation: CONTRACTOR shall notify State of all potential claims that CONTRACTOR is aware of that arise as a result of CONTRACTOR'S performance under this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.
9. Cooperative Purchasing Contract: This Contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) § [54-44.4-13](#). This Contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C [ch. 39-04.2](#), and the International Peace Garden. Participation in this open-ended Contract is not mandated; therefore, the estimated volume of this Contract is not known.
10. Governing Law and Venue: This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
11. Insurance: Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
  - a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with liability limits of \$2,000,000 per occurrence.
  - b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with liability limits of \$500,000 per person and \$2,000,000 per occurrence.
  - c) Workers compensation coverage meeting all statutory requirements.
  - d) Employer's liability or "stop gap" insurance of \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

  - a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor or Authorized Dealer.
  - b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with

**SECURITY & FIRE PROTECTION  
SERVICES**

Led by the State of Nevada

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- insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State.
- c. The State of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured, which shall be achieved through use of a blanket endorsement. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
  - d. The insurance required in this agreement, excluding Workers' Compensation, through a policy or endorsement, shall include:
    - i. A provision that Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of Contractor's insurance and shall not contribute with it.
    - ii. Cross liability/severability of interest for all policies and endorsements. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
    - iii. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
    - iv. Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
  - e. Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
  - f. Contractor shall endeavor to provide at least 30 day notice of any cancellation or material change to the policies or endorsements.
12. Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
13. Alternative Dispute Resolution – Jury Trial: STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
14. Attorney Fees: In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, Contractor shall, except when

**SECURITY & FIRE PROTECTION  
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prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

15. Lease Agreements: Any State agencies, institutions and other eligible participating entities of the Participating Entity may finance their purchase subject to the terms and conditions contained in the Master Price Agreement (including terms and conditions in the incorporated Request for Proposal) or, at the Participating Entity's option, a third party leasing company not associated with Contractor. If a third party lease or financing agreement is entered into, that agreement is separate from this Participating Addendum between Contractor and Participating Entity. Eligible participating entities of the Participating Entity that are subject to N.D.C.C. § 54.44.4 and N.D.A.C. § 4-12-01 require a lease vs. purchase analysis to be completed in accordance with North Dakota Office of Management and Budget (OMB) Fiscal and Administrative Policy 312 – Leases and Lease-Purchase Agreements.
16. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Dakota, shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
17. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
18. Limitation of Liability: In no event shall Contractor and its affiliates and their respective personnel, suppliers and vendors be liable for any damages, claims, demands, suits, costs, or loss relating to this Agreement or the services contemplated thereby in any amount exceeding the total amount paid to Contractor under the Agreement, regardless of the cause or fault and whether arising in contract, tort (including negligence) or otherwise.
19. Any offshoring prohibition under the Master Agreement or its attachments is hereby deleted.
20. Category 16: Inspections & Monitoring of the Master Agreement: The following mutually agreed upon documents are hereby incorporated into the Participating Addendum and Master Agreement as applicable to Category 16 of the Master Agreement.
  - Monitoring Long Form dated October 4, 2022 (attached to this Participating Addendum as its Exhibit A; and
  - Monitoring Addendum dated October 4, 2022 (attached to this Participating Addendum as its Exhibit B)



**SECURITY & FIRE PROTECTION SERVICES**

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In the event of a conflict in documents related to Category 16 of the Master Agreement, the terms and conditions of Exhibits A and B shall control as to the liability of the parties.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of North Dakota	Contractor: Johnson Controls Fire Protection LP
Signature: 	Signature: 
Name: Gabriel Hoggarth	Name: James Haag
Title: State Procurement Officer	Title: Market General Manager
Date: 9/19/2023	Date: 10/05/2023

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	<a href="mailto:jatkinson@naspo.org">jatkinson@naspo.org</a>

***[Please email fully executed PDF copy of this document to***  
***[PA@naspo.valuepoint.org](mailto:PA@naspo.valuepoint.org)***  
***to support documentation of participation and posting in appropriate data bases.]***

## Johnson Controls Fire Protection LP

Westminster, MA 01441 U.S.A.

**SUBSCRIBER'S NAME:**

The *Subscriber's legal* name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

**MONITORING ACCOUNT #**

The account number (location address code) given to you by the Monitoring Center.

**UL ACCOUNT:**

Is the fire or burglar alarm listed with Underwriters Laboratories?

**ADDRESS:**

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

**CITY:**

City, Township, etc. where the Subscriber is located.

**STATE:**

State in which Subscriber is located.

**ZIP:**

Zip code in which Subscriber is located.

**CUSTOMER NUMBER/SEQUENCE:**

The eight digit number assigned to this customer in the Johnson Controls billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

**PREMISE TELEPHONE #**

Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

**PREMISE FAX #**

Subscriber's fax number, if appropriate.

**CROSS STREET:**

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

**TOWNSHIP:**

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

**MAILING ADDRESS:**

Subscriber's mailing address if it is different from the premise address.

**ACCOUNT TYPE:**

. Fire . Burglary . Medical . Elevator . National  
Account . Critical Condition

**CONTACT / CALL LIST (RESPONSIBLE PARTIES):**

Premises # will be called prior to contact list.

**NAME:**

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

**PHONE #**

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

**PASS CODE / ABORT CODE (10 CHARACTER LIMIT):**

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

**LOCAL EMERGENCY DISPATCH NUMBERS:**

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

**COMMUNICATOR:**

Manufacturer's name and type of dialer (DACT) used.

**MODEL #**

Model number of dialer (DACT) used.

**INTRUSION PANEL MODEL #**

Example: 3001, 3007, etc.

**FORMAT REPORTING:**

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

## Monitoring Service Agreement Instructions and Explanation List

**TIME ZONE:**

EST, CST, MST, PST.

**AUTOMATIC TEST TIMER INTERVAL:**

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

**ACTIVITY REPORTS:**

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

**NUMBER OF PARTITIONS:**

A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

**CODE TRANSMITTED:**

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

**PROTECTED AREA:**

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

**AUD / SIL:**

Check appropriate box.  
AUD=Audible Alarm; SIL=Silent Alarm

**TERMS OF THIS AGREEMENT:**

Terms of customer payment.

**METHOD OF CUSTOMER PAYMENT:**

Credit card information.

**SPECIAL INSTRUCTIONS (IF REQUIRED):**

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

**OPENING AND CLOSING SIGNALS:**

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

**OPEN / CLOSE - LOG ONLY:**

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

**OPEN / CLOSE - SUPERVISED:**

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

**WINDOW:**

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

**DISPATCH PERMIT #**

Required by some authorities prior to dispatch.

**STATE LICENSE #**

Include Johnson Controls State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

**DISTRICT #**

This would normally be the district office listing number.

**COMPLETED BY:**

Name of person completing form.

**DATE:**

Date form was completed and signed.

**MAINTENANCE AGREEMENT COVERAGE CODE:**

Insert technical support response code for contract response services.

**ANNUAL MONITORING FEE:**

Write in the dollar amount to be billed to the customer on an annual basis.

**SUBSCRIBER / AUTHORIZED SIGNATURE:**

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by Johnson Controls on the reverse side of the Monitoring Service Agreement form.



IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS: The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit Johnson Controls Fire Protection liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee \$ \_\_\_\_\_

Subscriber/Authorized Signature: \_\_\_\_\_ Johnson Controls Fire Protection Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

TERMS AND CONDITIONS

1. **Introduction:** Subscriber has contracted with Johnson Controls Fire Protection for monitoring services at the location indicated on the front side of this Agreement.

2. **Johnson Controls Fire Protection Duties:** Subscriber agrees and acknowledges that Johnson Controls Fire Protection sole and only obligation under this Agreement shall be to monitor signals sent by various means including, but not limited to, telephone line, cellular device, satellite technology, and radio telemetry and received by means of a proprietary system (hereinafter "System") and to respond thereto by notifying the party or parties identified by a receiver of a monitored system signal. Johnson Controls Fire Protection shall WITHHOLD WARRANTY attempt to notify the party or parties that has been identified by Subscriber as the proper party to notify under the circumstances encountered.

3. **Waiver of Warranty, Escalatory Clause:** Subscriber understands that Johnson Controls Fire Protection offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection offered and their related costs. THIS UNDERSTOOD AND AGREED THAT JOHNSON CONTROLS FIRE PROTECTION IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS, THAT JOHNSON CONTROLS FIRE PROTECTION IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, SUFFICIENT CELL AND RADIOLINK COMMUNICATIONS PROPERTY LOSS, LOSS OF THE PARTS OF THE MONITORING SERVICE, AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER, THAT JOHNSON CONTROLS FIRE PROTECTION DOES NOT ASSUME ANY LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE MONITORING SERVICE, WHETHER OF THE SYSTEM OR THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, REPAIRING, SIGNAL HANDLING, OR DISPATCHING SERVICE, REGARDLESS OF THE CAUSE. JOHNSON CONTROLS FIRE PROTECTION MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREOF, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT, AND SUBSCRIBER EXPRESSLY ASSUMES ANY AND ALL RISK OF FAILURE, INOPERABILITY, OR FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. JOHNSON CONTROLS FIRE PROTECTION MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATA BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATA HANDLING.

4. **Third Party Claims:** Although Subscriber may not agree to indemnify Johnson Controls, Subscriber acknowledges and agrees that it retains the sole responsibility for the life and safety of all persons on premises, and for protecting against losses to its own property and the property of others on its premises. Additionally, Subscriber agrees to hold Johnson Controls Fire Protection, its officers, employees, subcontractors, and agents harmless, as well as its insurance policies, in effect on the premises. **Subscriber disclaims any reliance upon the services provided under this Agreement in meeting its obligations and acknowledges the services provided under this Agreement are subject to error.**

5. **Limitation of Liability, Liquidated Damage:** SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL TO INCREASE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF JOHNSON CONTROLS FIRE PROTECTION TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, INCLUDING, BUT NOT LIMITED TO, THE OBLIGATION ASSIGNED TO OPERATE PROPERTY BY ACTING AS A PASSIVE NEUTRAL PARTY, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS, (A) THE UNCERTAIN NATURE OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS AT THE MONITORING LOCATION WHICH MAY BE LOST SINCE IT IS NOT KNOWN TO JOHNSON CONTROLS FIRE PROTECTION, (B) THE UNCERTAIN NATURE OF OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND SERVICES ARE DESIGNED TO DETECT, (C) THE UNCERTAINTY OF THE PERSONAL INJURY, PROPERTY DAMAGE, OR DEPARTMENT OF PARADES AND RECREATION SERVICE, (D) THE UNCERTAINTY OF THE DAMAGE CAUSED BY A BREACH OF A SIGNAL BEING RECEIVED OR AN ALARM DEVICE SOUNDING, (E) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY JOHNSON CONTROLS FIRE PROTECTION FAILURE TO PERFORM OR BE INSTANTANEOUS FAILURE TO OPERATE, OR

(D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON, THEREFORE, BASED UPON THE ACCEPTANCE OF ALL RISKS ASSOCIATED WITH THE PROVISION OF MONITORING SERVICES, JOHNSON CONTROLS FIRE PROTECTION SHALL BE LIMITED TO THE FOLLOWING: (A) THE OBLIGATION TO SECURE PROPERTY INSURANCE COVERING ALL OF ITS REAL AND PERSONAL PROPERTY LOCATED WHERE SUCH MONITORING SERVICES ARE PROVIDED TOGETHER WITH A WAIVER OF SUBROGATION AND LIABILITY COVERAGE PURSUANT TO NORTH DAKOTA LAW CONSISTENT WITH NCC 26-12-215. JOHNSON CONTROLS FIRE PROTECTION'S LIABILITY IS LIMITED TO TWO TIMES THE ANNUAL MONITORING FEE FOR THE LOCATION GIVING RISE TO THE CLAIM AND ASSUMING THE LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID UNDER NO OTHER CIRCUMSTANCES. JOHNSON CONTROLS FIRE PROTECTION SHALL HAVE NO LIABILITY TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING LOSS OF SUCH DAMAGES INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSSES, LOSS OF BUSINESS AND PROFITS, LOSS OF REVENUE, CAUSATION OF INSTANTANEOUS DEATH, LOSS OF LIFE, LOSS OF OTHER OF THE MONITORING EQUIPMENT OR SERVICE, OR THE FAILURE OF A COMPUTER, RELAY, OR OTHER DEVICE UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE, BY JOHNSON CONTROLS FIRE PROTECTION, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain reserve coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. The foregoing shall survive the termination or expiration of this Agreement. Johnson Controls Fire Protection shall not be liable for any loss or consequential amount.

6. **Subscriber's Data:** In addition to Subscriber's duty to provide data, (a) Subscriber shall carefully and accurately maintain the system and immediately provide the identity of occurrence data and the date and time of occurrence as prescribed by Johnson Controls Fire Protection during the term of this Agreement. Subscriber shall be solely responsible for using the System for accurate data handling, transmission, and for maintaining secure databases. Subscriber agrees that it is responsible for any loss or damage due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate data. If any defect in operation of the System occurs, or if the System is not performing as intended, Subscriber shall be solely responsible for the status of premises of equipment and not through any means. Subscriber shall notify Johnson Controls Fire Protection immediately if such defect or problem (e.g., radio noise, microwave, infrared, etc.) is part of the System. Subscriber shall walk to the system in the manner recommended by Johnson Controls Fire Protection. (b) When any device or protection is used, including, but not limited to, speed protection, which may be affected by turbulence or air, occurred while in use, change of other disturbance, record any noise or conditions, form, but, animals, and any other aircraft, birds, insects, or other objects, which may interfere with the effectiveness of the System during its operation while the alarm system on Subscriber shall notify Johnson Controls Fire Protection (c) All order shall notify Johnson Controls Fire Protection regarding any malfunction or other change to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with Johnson Controls Fire Protection in the installation, operation, and maintenance of the system and agrees

to follow all instructions and procedures which may be provided for the operation of the system, the rendering of services and the provision of safety for the premises. (e) Subscriber shall pay all charges made by the telephone company or other utility for installation, testing, and service charges of telephone line connecting Subscriber's premises to Johnson Controls Fire Protection. Subscriber acknowledges that alarm signals from Subscriber's premises to Johnson Controls Fire Protection and transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, if contracted, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by Johnson Controls Fire Protection during any such interruption in telephone service and the interruption will not be limited to Johnson Controls Fire Protection. Subscriber agrees that in the event the support of the telephone service or transmission signals is not available, as determined by Johnson Controls Fire Protection, it is Subscriber's sole responsibility to make arrangements for the support of the additional costs and fees incurred by Johnson Controls in receiving and/or responding to the telephone signals.

7. **Authorized Personnel & Emergency Information:** Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and that shall be notified in the event of an alarm. Subscriber agrees to provide all changes, re-entries and modifications to the above to Johnson Controls Fire Protection in writing in a timely manner. Subscriber shall furnish to Johnson Controls Fire Protection certain emergency information and shall keep it current by providing Johnson Controls Fire Protection with any changes in writing, providing the required identifying information in a timely manner.

8. **Assignment and/or Subcontractors of Johnson Controls Fire Protection:** Johnson Controls Fire Protection shall have the right to assign the Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any or all of its obligations, maintenance, parts, emergency services or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly these paragraphs relating to Johnson Controls Fire Protection maximum liability shall remain in the benefit of and are applicable to any assignee and/or subcontractors of Johnson Controls Fire Protection, and that this shall be deemed to be a part of the Agreement and shall have the same force and effect as they bind Subscriber to Johnson Controls Fire Protection.

9. **Assignment by Subscriber:** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not release Subscriber of duties and obligations under this Agreement unless Johnson Controls Fire Protection agrees in writing to the transfer of the Agreement.

10. **Taxes, Fees, Fines, Licenses, and Permits:** (a) Subscriber agrees to pay all taxes, use fees, property tax, utility fee and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Johnson Controls Fire Protection shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on Johnson Controls Fire Protection by utility or government agencies relating to the services provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to be solely responsible for any false alarms or signals as given by the monitoring equipment. Subscriber will indemnify, pay and defend Johnson Controls Fire Protection and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of any existing fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all taxes, use, property, use and other taxes and all license and registration fees and penalties imposed by any governmental body of agency, state or federal, including, but not limited to, the state of North Dakota, Johnson Controls Fire Protection, and not be responsible for performing the services and may terminate the services with notice to Subscriber.

11. **Interest in Service Charges:** Johnson Controls Fire Protection shall have the right to increase the Service Charges provided for herein by giving Subscriber notice (10) days written notice in advance of the effective date of such increase. Changes for time and materials services are approved under Johnson Controls Fire Protection service rates in effect at the time of the service, and are subject to change at each notice.

12. **Delay or Interruptions:** Johnson Controls Fire Protection assumes no liability for delay in the installation of the system or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, interruptions, interruption of availability of telephone, radio, satellite, or radio services, or connected through any other medium, malfunction or unavailability of the system related to data handling problem on Johnson Controls Fire Protection, and will not be required to provide a substitute or other services to substitute for the interruption of services during any such delay or interruption. Johnson Controls Fire Protection assumes no liability for delay in installation or services due to non-cooperation of the fire department, agents in processing permits to that area, installation or service in any device or devices of the subscriber or the service of Johnson Controls Fire Protection equipment installed.

13. **Change Charge:** Subscriber understands and accepts that Johnson Controls Fire Protection specifically details any responsibility for changes associated with the installation or re-configuration of systems, including but not limited to fire department, police department, emergency, doctors, or any other emergency personnel, and there are any changes required as a result of said installation or re-configuration, and agrees that it will be solely responsible for such changes, whether or not such changes were directly or indirectly authorized by Johnson Controls Fire Protection, its agents, or subcontractors.

14. **Default Termination:** In the event Subscriber fails to pay any amount, Subscriber loses the equipment or the use of the monitoring facility, Subscriber agrees to comply with any of the terms and conditions hereof of Subscriber or default under this Agreement, such default constitutes for ten (10) days after Johnson Controls Fire Protection gives Subscriber written notice of default, a declaration of any other remedies provided by law. Johnson Controls Fire Protection may pursue any and all or more of the following remedies: (a) suspend any service and re-activate it; (b) terminate all services not ordered for hereunder by giving ten (10) days written notice to subscriber, without termination of this Agreement as a free, overall consent due to Johnson Controls Fire Protection (b) Termination of all terms of this Agreement shall be deemed to be a breach of the agreement and the subscriber shall be liable for all costs of the equipment without liability for damage to the subscriber, damage immediately due and payable all money to be paid by Subscriber during the Primary Term or if the Primary Term has then expired, decline immediately due and payable all monies to be paid during any Extension Term that is in effect, and Subscriber shall thereafter be obligated to pay such monies to Johnson Controls Fire Protection immediately. Subscriber shall in any or an extension term be liable for reasonable damages as provided by law and/or all costs and expenses incurred by Johnson Controls Fire Protection on account of such default, including all court costs and reasonable attorney's fees. The waiver by Johnson Controls Fire Protection of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by Johnson Controls Fire Protection shall not be deemed a waiver of any non-compliance, regardless of Johnson Controls Fire Protection knowledge of such prior compliance breach at the time of acceptance of such payments.

15. **One Year Limitation on Action:** It is agreed that no suit or cause of action shall be brought against Johnson Controls Fire Protection more than one (1) year after the termination of the cause of action hereof.

16. **Waiver of Subrogation:** Subscriber agrees hereby for itself and all other parties claiming under, subordinate to or through Johnson Controls Fire Protection that it waives all benefits covered by Subscriber's insurance, if being expressly agreed and understood that no recovery or benefit of insurance will have any right of subrogation against Johnson Controls Fire Protection.

17. **Entire Agreement, Modification, Waiver:** This writing, constituted by the terms of a full copy of this Agreement and used in complete and exclusive statement of the terms hereof. This Agreement supersedes all prior negotiations, understandings or agreements of the parties, written or oral, and shall constitute the whole terms and conditions of the fire alarm equipment and services, and shall not be subject to any oral or written agreement, modification or amendment. No waiver of any term of any part of this Agreement shall be construed to be a waiver of any succeeding breach.

18. **Choice of Law; Venue:** The laws of the state of North Dakota shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the state of North Dakota.

## Exhibit B

### Addendum

The following provisions shall control to the extent of any conflict or contrary provision contained in the Monitoring Services Agreement.

1. **Indemnity and Limitation of Liability.** The State of North Dakota (the "State") does not agree to any contractual defense or indemnity obligation in favor of the Johnson Controls Fire Protection, LP ("JCFP"). Although, the State may not agree to indemnify JCFP, it expressly recognizes that it has sole responsibility for the health and safety of individuals located within its premises subject to monitoring services and the protection of any property of third-parties located within the premises and expressly disclaims any reliance upon the monitoring service in meeting its obligations. The State assumes all risk error, inoperability or other cause of any monitoring system not functioning as intended.
2. State agrees to secure property insurance covering all its real and personal property located in any building, structure or location subject to the monitoring services naming JCFP a loss payee together with a waiver of subrogation in favor of JCFP, and to the extent the property of third parties (other than personal effects of state employees) is located in any building, structure or location to insure that property or require that any third-party secure appropriate property insurance naming JCFP as a loss payee together with waiver of subrogation in favor of JCFP. Upon request, JCFP may be provided copies of such insurance certificates, additional insured endorsements, and waivers of subrogation in favor of JCFP.
3. Consistent with North Dakota's modified comparative fault law (NDCC Ch. 32-03.2), State agrees that it will have no basis to assert any right of indemnity or contribution from JCFP and agrees not to pursue any such claims.
4. Pursuant to NDCC 32-12.2-15, the State hereby agrees JCFP's total liability to State shall be two times the annual monitoring fees for the location giving rise to the claim.
5. **Venue and Choice of Law.** This agreement shall be construed consistent with North Dakota law, and any action to enforce this agreement must be brought in the district court of Burleigh County, North Dakota.

## **NASPO ValuePoint #99SWC-NV23-16270 Communication Standards**

**EMERGENCY CALL:** System/unit is not operational and backup system/unit is not available. Life safety and property protection is non-existent or property assets are in imminent danger of significant damage.

- Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

**PRIORITY CALL** System/unit is operational and maintenance or service work is required to maintain system/unit integrity.

- Technician will be on site within 24 hours

**THREE DAY SERVICE CALL** System/unit is operational; general repair is required.

- Technician will be on site within three(3) business days

**SCHEDULED CALL** System/unit is operational; planned appointment for inspection, maintenance, and/or service work.

- Technician will be on site within fourteen (14) calendar days

ALL SERVICE RATES WILL BE BILLED ACCORDING TO NASPO ValuePoint PREFERRED HOURLY SERVICE RATES