

# Service Agreement

Agreement #: Q198024  
Dated: 7/30/2019

## Stanley Convergent Security Solutions, Inc.

This Agreement is made and entered into and becomes effective on the date the Agreement is signed below, by and between Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Stanley" and Winnebago County Sheriff's Office, hereinafter referred to as "Customer".

### System and Service

Stanley agrees to furnish LABOR AND MATERIAL for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Winnebago Co. Sheriff's Office  
4311 Jackson Street  
Oshkosh, WI 54901  
Phone: 920-236-7385

Email: MLichtensteiger@co.winnebago.wi.us  
Attn: Lt. Michael Lichtensteiger

### Terms of Renewal and Expiration

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term. In order to take advantage of the Commander/Informer/Wonderware upgrades every 6 years, the contract cannot be cancelled before that 6 year term is fulfilled.

### Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment: Customer agrees to pay Stanley:

\$ 4,000.<sup>00</sup> for services per month, as described in the Schedule of Service, payable  monthly,  quarterly, or  annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 01/ 01/ 2020. Stanley may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

C. Individual Service Prices:

- i. Security Electronics ..... \$2,000 per month
- ii. Add Avigilon cameras, Bosch cameras, and Avigilon NVRs (existing warranty expires 9/2020) .... \$1,100 per month
- iii. Add replacing Commander PCs, touchscreens, Informer machine, and Wonderware licenses every 6 years .....  
..... \$900 per month

### Schedule of Service:

#### **Total Price of \$4,000.<sup>00</sup>/Month Provides:**

Parts and Labor Service Agreement with Commander/Informer/Wonderware upgrades every 6 years.  
(24x7x365)

#### **Priority Response Plan:**

Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Annual inspection and system calibration

Free telephone consultation, 24x7x365

Free remote diagnosis using our Secure Gateway(\*)

(\*)Note: If Gateway server exists onsite. Requires High-speed Internet connection provided and managed by you

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## Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**  
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**  
Allen-Bradley programmable logic controller equipment.  
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**  
Intercom stations and paging speakers.
- **CCTV System**  
Including Avigilon NVRs, software, Avigilon cameras, Bosch cameras and monitor(s).
- **Duress/Watchtour System**  
Including headend equipment and pushbutton(s).
- **Utility Control Interface**  
Lighting and receptacle contactors controlled by the security system.
- **Security Management System**  
Informer security management system computer.
- **Software**  
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

## Not included in our agreement:

- Obsolete analog Dukane relay cards.
- Additional Service will be charged at the current service rates.
- Obsolete or discontinued equipment.
- Video Visitation Systems.
- VCRs. We no longer service VCRs.
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

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## Terms of Service:

### 1. Liquidated Damages and Stanley's Limits of Liability

- A. It is understood and agreed by the parties hereto that Stanley 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 Stanley is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by, or described by Stanley, that Stanley is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, unless if due to Stanley's gross negligence or willful misconduct; that Stanley is not liable for losses resulting from failure to warn; that Stanley is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Stanley offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.
- 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 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, INABILITY OF STANLEY 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. THEREFORE IF SECTION 1A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$25,000, 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 THIS AMOUNT SHALL BE STANLEY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST STANLEY MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES STANLEY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM STANLEY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO STANLEY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH STANLEY AS AN INSURER. THE AFOREMENTIONED LIMITS OF LIABILITY SHALL NOT APPLY IN THE EVENT OF STANLEY'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT.
- 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, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS STANLEY, ITS EMPLOYEES, AGENTS, AND 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, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY STANLEY OF THE INSTALLATION, MAINTENANCE, MONITORING, SIGNAL-HANDLING OR DISPATCHING ASPECTS OF THE SERVICE. NOTWITHSTANDING THE FOREGOING, STANLEY WILL HOLD THE CUSTOMER, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM DAMAGE, LIABILITY AND EXPENSE RESULTING FROM NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS OF SCSS, ITS AGENTS OR EMPLOYEES WHILE THEY ARE ON THE CUSTOMER'S PREMISES. THIS HOLD HARMLESS PROVISION SHALL NOT APPLY TO DAMAGE, LIABILITY OR EXPENSE RESULTING FROM, OR DUE TO THE CONDITION, NON-FUNCTION, MALFUNCTION OR FAILURE OF THE SYSTEM OR SERVICE IN ANY RESPECT WHETHER OR NOT THE FAILURE OF THE SYSTEM OR SERVICE ARISES OUT OF THE NEGLIGENCE ACTS OR OMISSIONS OF STANLEY, ITS AGENTS OR EMPLOYEES, WHICH OCCURRENCES SHALL BE EXCLUSIVELY CONTROLLED BY ARTICLE 4.A. THROUGH ARTICLE 4.B. OF THE AGREEMENT.
- D. Paragraphs A through C of this Section 1 shall apply to any other company or entity which, in addition to Stanley, furnishes as a subcontractor or otherwise, any installation, monitoring or maintenance services provided hereunder.
- E. **Limited Equipment Warranty**  
Where Customer purchases a security system or parts under this Agreement, Stanley warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Stanley's sole option, free of charge. Warranty repair is done 8 am-4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of Stanley, while the system is in the possession of the Customer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, use of the software with an operating system other than that specified by Stanley or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Stanley. If inspection by Stanley fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Stanley's regular service charges will apply.
- DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE AND TO THE EXTENT PERMITTED BY LAW, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL STANLEY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STANLEY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

### 2. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Stanley. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on Stanley until approved and accepted by Stanley as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

### 3. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to contractor for facilities required for transmission of signals under this Agreement.
- B. At Stanley's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Stanley or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- D. A balance becomes delinquent thirty (30) days after payment is due under this Service Agreement. Stanley may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. Stanley may charge \$25.00 for any NSF check.

### 4. Further Obligations of Customer

- A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Stanley's requirements and telephone company interconnection jacks, if required.
- B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by Stanley, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Stanley harmless for any claim arising out of the foregoing and that if any work is required to be performed by Stanley, due to Customer's breach of the foregoing obligations, Customer will pay Stanley for such work in accordance with Stanley's then-current prevailing charges.
- C. For those premises where Stanley is to provide Customer Service Center monitoring, Customer shall furnish Stanley a list of the names, titles, residence addresses, 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 Stanley with an authorized daily and holiday opening and closing schedule.
- D. Customer shall permit Stanley access to the premises for any reason arising out of or in connection with Stanley's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Stanley, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a Stanley-owned system).
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to Stanley within thirty (30) days of installation completion.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold Stanley harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Stanley's inability to recover Stanley-owned system components when customer moves out of the premises.
- H. 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.
- I. 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.
- J. Customer represents that, except to the extent it has given Stanley written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, in, on or under any portion of any area where work will be performed under this contract. If such materials (whether or not disclosed by Customer) are discovered and such materials provide and unsafe or

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unlawful condition, such discovery shall constitute a cause beyond Stanley's reasonable control and Stanley shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Stanley and its assigns harmless from and against any and all claims, cost and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Stanley).

**5. Further Obligations of Stanley; Limitations**

- A. For those premises where Customer Service Center monitoring is provided, Stanley, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or customer designated agency having jurisdiction or responsibility. Stanley shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, Stanley shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customer's premises to determine whether an emergency condition exists warranting notification of the police. Customer agrees that telephone calls received or transmitted by the Customer Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Stanley, and that Customer consents to such recordings.
- B. **Customer understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center, there may be times when that communication method is not able to transmit signals and Stanley will not receive alarm signals.** Digital communicators use standard telephone lines and Stanley does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarms signals. Customer understands that Stanley offers several levels of communication methods of alarm signals to the Customer Service Center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection 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.
- C. In case of possible communication method trouble detected by Stanley, Stanley shall contact the communication method provider and request that it determine the location of the trouble, if unknown to Stanley. When the trouble has been traced to a Customer, Stanley will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes necessary, Stanley shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of Stanley and Stanley shall not be liable for the communication method provider's negligent performance or delay in performance.
- D. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not Stanley's agents nor does Stanley assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- E. Stanley shall not be responsible for the replacement of equipment or parts no longer commercially available to Stanley.

**6. Termination**

- A. Stanley may terminate this Agreement immediately upon written notice:
  - i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, or
  - ii. In the event Stanley's Customer Service Center, the telephone lines, wires or Stanley's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
  - iii. As provided in this Service Agreement related to expiration and price increases.
- B. Customer may terminate the Agreement:
  - i. Upon sixty (60) days' written notice to Stanley prior to the end of the term;
  - ii. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using equipment owned by Stanley or its assignee, the Customer must pay Stanley all payments remaining to be made under this Agreement through its scheduled expiration; or
  - iii. As provided in this Service Agreement relating to expiration, price increases, and assignment.
- C. Upon termination of this Agreement, Customer shall permit Stanley access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

**7. Assignment**

This Agreement is not assignable by the Customer except upon written consent of Stanley first being obtained. Stanley shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

**8. No Subrogation**

Customer does hereby for itself and other parties claiming under it, release and discharge Stanley from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Stanley.

**9. Choice of Law**

This agreement is entered into in the State of Wisconsin and shall be interpreted, enforced and governed under the laws of the State of Wisconsin without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this agreement or otherwise brought against Stanley by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Wisconsin.

Please sign below. Upon receipt, Stanley will execute and return a fully executed copy to you.

<p><b>Stanley Convergent Security Solutions, Inc.</b></p> <p>Sales Representative <u>Mickey Wydick</u></p> <p>Approved and accepted by Stanley</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>	<p><b>CUSTOMER By (Signature)</b> _____</p> <p><b>Name (Print or Type)</b> _____</p> <p><b>Title</b> _____</p> <p><b>Date</b> _____</p> <p><b>Bank Reference</b> _____ <b>Telephone</b> _____</p> <p><b>Account Number</b> _____</p>
<p><b>NOT BINDING ON Stanley WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE</b></p>	

Return to: Stanley Convergent Security Solutions, Inc., 8350 Sunlight Dr., Fishers, IN 46037.