EXECUTIVE COUNCIL COMMITTEE OF THE WHOLE MEETING

May 5, 2020 - 5:30 PM Video Conferencing

<u>AGENDA</u>

Building, Security & Technology

- MBIT Road Sign Renovation (Attachment 1)
- Technology Pool Counsel Agreement (Attachment 2)
- Johnson Controls Proposal (Attachment 3)

Program, Policy, and Personnel

- Personnel Items
 - o Emergency Family and Medical Leave Expansion Act in compliance with Families First Coronavirus Response Act (FFCRA).
 - o Employment Welding Technology Teacher
 - Appoint Treasurer
- Reappoint Solicitor
- Senior Recognition Ceremony & Celebrations

Finance

- Budget 2020-2021 (Attachment4)
- Discussion Use of the remaining Middle Bucks AVTS funds held by Trustee US Bank -\$118,790
- Capital Projects Roof
- Computer Leases (Attachment 5)
- Joint Purchasing Arrangement and Cooperatives (Attachment 6)
- Updates (Attachment 7)
 - o Li'l Bucks
 - Adult Education

BURGUNDY

3M 3630-49

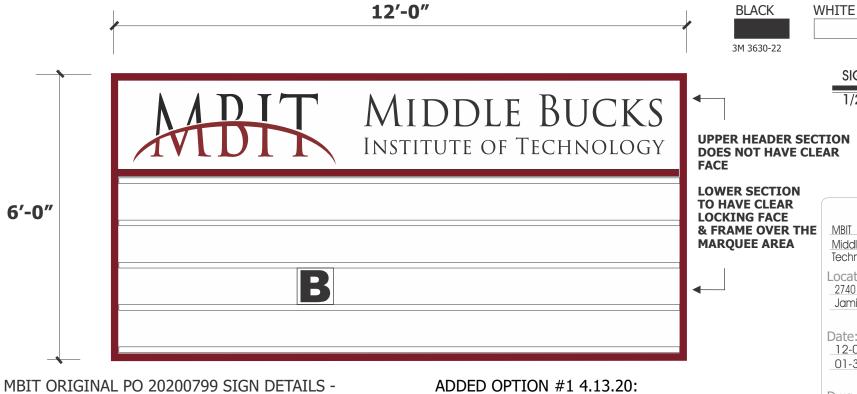
SIGN ELEVATION

1/2" = 1' - 0"

REFURBUSH MBIT DF FS SIGN - ADDED OPTION #1

QUANTITY (1) SIGN

COLORS FOR SIGN



- 1. PROVIDE & INSTALL NEW FACES FOR BOTH SIDES OF EXISTING SIGN; 3/16" WHITE IMPACT PLASTIC WITH NO SEAMS; TOP HEADER TO HAVE MBIT GRAPHIC IN SURFACE APPLIED 3M TRANSLUCENT VINYL FILM; LOWER SECTION TO HAVE CLEAR TRACK INSTALLED READY TO ACCEPT 8" FLAT CHANGEABLE MARQUEE LETTERS;
- 2. BARTUSH TO RETROFIT THE EXISTING SIGN CABINET FROM FLUORESCENT LIGHTING TO LED LIGHTING; BARTUSH TO PROVIDE & INSTALL NEW LEDS & POWER SUPPLIES TO PROVIDE A 2X LIGHTING SYSTEM USING MEDIUM QUALITY LED STICKS:
- 3. EXISTING ELECTRICAL SERVICE TO THE SIGN TO BE RE-USED: CUSTOMER RESPONSIBLE FOR PROVIDING ELECTRICAL SERVICE TO THE SIGN;
- 4. MARQUEE LETTERS SUPPLIED BY CUSTOMER;

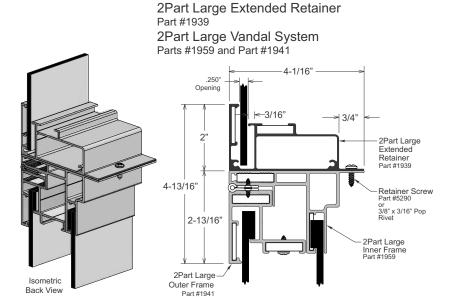
PROVIDE & INSTALL SIGN COMP EXTRUDED ALUMINUM VANDAL SYSTEM SIGN CABINET; UPPER HEADER TO HAVE PERMANENT FACE; LOWER MARQUEE SECTION TO HAVE A HINGED CLEAR LOCKING PROTECTIVE HIGH IMPACT LEXAN FACE;

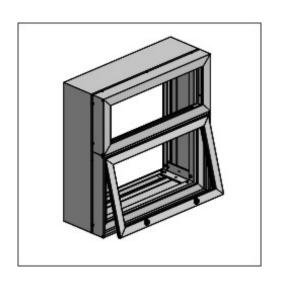
MBIT Middle Bucks Institute of Technology Location: 2740 York Rd Jamison, PA 18929 Date: 12-05-19 04-13-20 01-30-20 Dwa. Bv: RBČ Dwa No: MBIT1205193950



QUANTITY (1) SIGN

SIGN COMP EXTRUDED ALUMINUM PRODUCT DETAILS









QUANTITY (1) SIGN



REFACE UPPER & LOWER SECTIONS OF SIGN BOTH SIDES

INSTALL NEW LEDS IN SIGN COMP VANDAL SYSTEM SIGN CABINET

NO CHANGE TO EXISTING ALUMINUM POLE ENCLOSURES OR TRIM MBIT

Middle Bucks Institute of Technology

Location:

_2740 York Rd Jamison, PA 18929

Date:

12-05-19 04-13-20 01-30-20

Dwg. By: RBC

Dwg No: MBIT1205193950







302 NORTH WASHINGTON ST.
ORWIGSBURG, PENNSYLVANIA 17961

PHONE 215-345-1481

QUOTATION

April 13 2020

Customer: Middle Bucks Institute of Technology

2740 York Road Jamison, PA 18929 Bartush Contact: Richard Crawford rcmercer@verizon.net

Location: - same -

SPECIFICATIONS

Manufacture & install new Vandal proof Sign Comp extruded aluminum sign cabinet as per Specifications and as generally noted on any Designs provided:

- static upper sign face (Header) + hinged lower face with clear protective lexan over the marquee area;
- Work under MBIT PO 20200799 to be coordinated with Option 1
- installation included;

PERMITS

Permits not required for sign repairs and maintenance; not included.

QUOTATION

Total cost to manufacture & install new Vandal proof sign cabinet follows. **Prices do not include**: Taxes of any kind (PA Sales Tax or Use Tax if applicable); Permit fees & Permit procurement; Special Zoning approvals; Design/Engineering Fees if necessary; extras if there is not adequate access for the installation. Terms are: 50% deposit with Order; full balance upon completion.

ITEMTotalVandal sign cabinet installed\$7,498.00 + tax + all other items

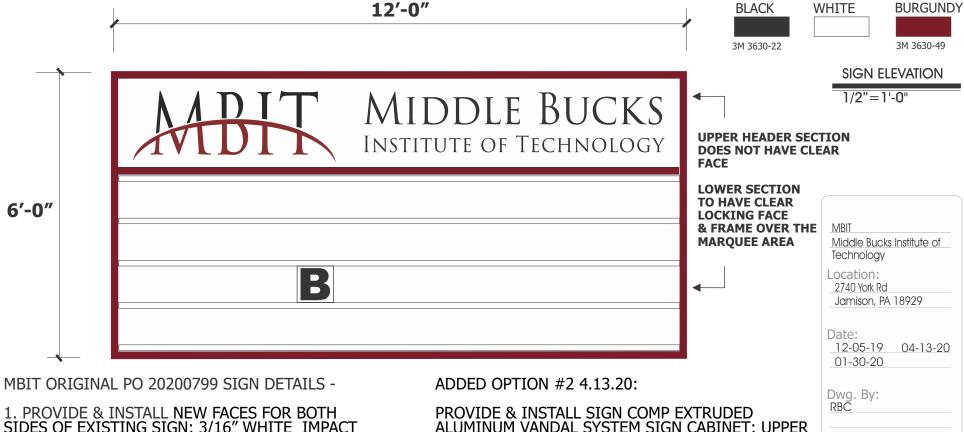
Original MBIT PO 20200799 \$8,871.00 + tax + all other items

50% Deposit with Order / No Retainage Applicable

	- Way
CUSTOMER	BARTUSH SIGNS
	04-13-20
DATE	DATE

QUANTITY (1) SIGN

COLORS FOR SIGN



- 1. PROVIDE & INSTALL NEW FACES FOR BOTH SIDES OF EXISTING SIGN; 3/16" WHITE IMPACT PLASTIC WITH NO SEAMS; TOP HEADER TO HAVE MBIT GRAPHIC IN SURFACE APPLIED 3M TRANSLUCENT VINYL FILM; LOWER SECTION TO HAVE CLEAR TRACK INSTALLED READY TO ACCEPT 8" FLAT CHANGEABLE MARQUEE LETTERS;
- 2. BARTUSH TO RETROFIT THE EXISTING SIGN CABINET FROM FLUORESCENT LIGHTING TO LED LIGHTING; BARTUSH TO PROVIDE & INSTALL NEW LEDS & POWER SUPPLIES TO PROVIDE A 2X LIGHTING SYSTEM USING MEDIUM QUALITY LED STICKS:
- 3. EXISTING ELECTRICAL SERVICE TO THE SIGN TO BE RE-USED; CUSTOMER RESPONSIBLE FOR PROVIDING ELECTRICAL SERVICE TO THE SIGN;
- 4. MARQUEE LETTERS SUPPLIED BY CUSTOMER;

ALUMINUM VANDAL SYSTEM SIGN CABINET; UPPER HEADER TO HAVE PERMANENT FACE; LOWER MARQUEE SECTION TO HAVE A HINGED CLEAR LOCKING PROTECTIVE HIGH IMPACT LEXAN FACE;

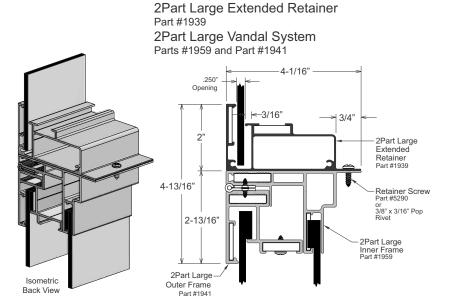
REMOVE THE EXISTING ALUMINUM ENCLOSURES; FABRICATE & INSTALL (2) NEW ENCLOSURES; ACCOMMODATE EXISTING 6" SQUARE SUPPORT COLUMNS; BRICK OR STONE; CUSTOMER TO SELECT FINAL APPEARANCE/DESIGN; REMOVE THE TOP ALUMINUM ACCENT; RÉPAINT THE LOWER HORIZONTAL ACCENT;

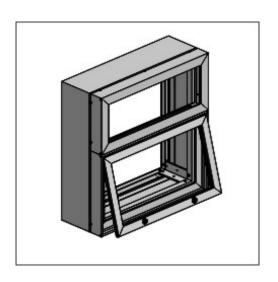




QUANTITY (1) SIGN

SIGN COMP EXTRUDED ALUMINUM PRODUCT DETAILS



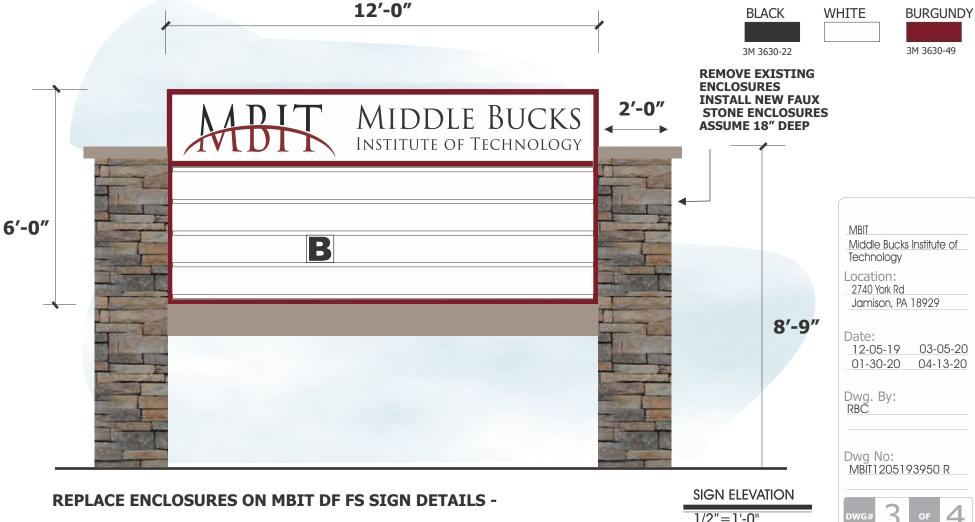






QUANTITY (1) SIGN

COLORS FOR SIGN



1/2"=1'-0"

REMOVE EXISTING ENCLOSURES;

FABRICATE & INSTALL (2) NEW ENCLOSURES; ACCOMMODATE EXISTING 6" SQUARE SUPPORT COLUMNS;

FAUX STONE; CUSTOMER TO SELECT FINAL APPEARANCE/DESIGN;

REMOVE THE TOP ALUMINUM ACCENT; REPAINT THE LOWER HORIZONTAL ACCENT;



QUANTITY (1) SIGN



BARTUSH TO REMOVE THIS ACCENT TRIM

REFACE UPPER & LOWER SECTIONS OF SIGN BOTH SIDES

INSTALL NEW LEDS IN SIGN COMP VANDAL SYSTEM SIGN CABINET

BARTUSH TO REPAINT THIS ACCENT TRIM TO MATCH CAP STONES

CUSTOMER TO HAVE ELECTRIC METER REMOVED PRIOR TO WORK + RE-INSTALLED UPON COMPLETION MBIT

Middle Bucks Institute of Technology

Location:

2740 York Rd Jamison, PA 18929

Date:

12-05-19 03-05-20 01-30-20 04-13-20

Dwg. By: RBC

Dwg No: MBIT1205193950 R







302 NORTH WASHINGTON ST.
ORWIGSBURG, PENNSYLVANIA 17961

PHONE 215-345-1481

QUOTATION

April 13 2020

Customer: Middle Bucks Institute of Technology

2740 York Road Jamison, PA 18929 Bartush Contact: Richard Crawford rcmercer@verizon.net

Location: - same -

SPECIFICATIONS

Manufacture & install new Vandal proof Sign Comp extruded aluminum sign cabinet as per Specifications and as generally noted on any Designs provided plus manufacture & install new Column Enclosures for the existing MBIT Monument ID:

- Design, style & colors for the replacement columns as per Final Plans approved by Customer;
- physical damage & vandalism to the Columns is not warranted under any circumstances;
- static upper sign face (Header) + hinged lower face with clear protective lexan over the marquee area;
- Work under MBIT PO 20200799 to be coordinated with Option 2
- installation included;

PERMITS

Permits not required for sign repairs and maintenance; not included.

QUOTATION

Total cost to manufacture & install new Vandal proof sign cabinet & masonry columns follows. **Prices do not include**: Taxes of any kind (PA Sales Tax or Use Tax if applicable); Permit fees & Permit procurement; Special Zoning approvals; Design/Engineering Fees if necessary; extras if there is not adequate access for the installation. Terms are: 50% deposit with Order; full balance upon completion.

<u>Total</u>

Vandal sign cabinet installed \$7,498.00 + tax + all other items

A. Faux Columns

Stone \$14,456.00 + tax + all other items

NOTE: CUSTOMER RESPONSIBLE FOR REMOVAL OF THE EXISTING ELECTRIC METER ON THE STREET SIDE ALUMINUM COLUMN ENCLOSURE +
THE RE-INSTALLATION OF THE METER WHEN THE NEW COLUMNS ARE INSTALLED AND COMPLETE

Original MBIT PO 20200799

\$8,871.00 + tax + all other items

50% Deposit with Order / No Retainage Applicable

	Way
CUSTOMER	BARTUSH SIGNS
	04-13-20
DATE	DATE

Technology Pool Consortium Agreement for the 2020-2021 School Year Between Bucks County Intermediate Unit #22 (Bucks IU) and Middle Bucks Institute of Technology (CTC)

- 1. BUCKS IU has contracted with Sweet, Stevens, Katz & Williams, LLP ("SSKW") to obtain telephone and electronic mail advice and opinions concerning computers, education technology, electronic devices, and related policies, and other related services, for itself and its member school districts, and BUCKS IU's member Career and Technical Centers (CTCs). as set forth in the Technology Pool Counsel Legal Services Consultation Agreement ("LSA"). The executed LSA is attached hereto and incorporated herein by this reference.
- The services to be provided by SSKW under the LSA are intended to be provided for a consortium consisting of BUCKS IU, BUCKS IU's member school districts, and BUCKS IU's member CTCs. BUCKS IU has executed the LSA on behalf of the consortium and will be responsible for payment to SSKW on behalf of the consortium.
- 3. The LSA is intended to remain in effect for the school year (7/1 through 6/30 of the years referenced above) and shall renew automatically from month-to-month thereafter, prorated, unless terminated.
- 4. As set forth in the LSA, BUCKS IU shall pay to SSKW the sum of Thirteen Thousand and Two Hundred Dollars (\$13,200.00) for the school year.
- 5. By this agreement, District agrees to pay to BUCKS IU, its proportionate share of the fees incurred by BUCKS IU on behalf of the consortium for the school year, which shall be **\$807.53**, which includes an administrative fee of four percent (4%). The administrative fee shall cover BUCKS IU's costs related to its administrative oversight of the LSA on behalf of the member districts and CTC's. CTC shall pay to BUCKS IU its proportionate share and fees within thirty days from the date of invoice.
- 6. The term of this agreement shall be for the school year and shall renew automatically from month-to-month thereafter, prorated, unless terminated by either party in writing received by the other party at least 45 days in advance of the date of termination.
- 7. It is expressly understood and agreed by CTC that BUCKS IU is making available access to the services provided by SSKW and in this respect, BUCKS IU is

2795928.3

not providing said services to CTC. It is expressly understood and agreed by CTC that by BUCKS IU making available access to services offered by SSKW, BUCKS IU makes no representations or warranties regarding said services and BUCKS IU assumes no responsibility or liability for services or for any losses, damages or legal judgments incurred by CTC as a result of its access to said services. Any and all disputes, issues, or claims regarding said services as they pertain to the CTC are to be resolved between CTC and SSKW and shall exclude BUCKS IU.

This Agreement sets forth the agreement between BUCKS IU and the CTC and is properly executed where indicated below.

2795928.3

SIGNATURES:

2-2



TOWN NO. 0080-PHILADELPHIA, PA CUSTOMER NO. 108026901 JOB NO.

PO NO.

ESTIMATE NO. 1-4PL8JE8

DATE: 4/3/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Maureen Sawyer
Agreen Sawyer
Pennsauken, NJ 08109-4642
Tele. No. (215) 628-6002

Middle Bucks Institute of Technology d/b/a: ("Customer")

Customer Billing Information
2740 Old York Road,
Jamison, PA 18929

Attn:
Tele. No.

Customer Premises Serviced 2740 York Road, Jamison, PA 18929 Attn: Rich Hansen Tele. No. (215) 343-2480

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

- . THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:
 - (a) Hazardous Substance Checklist and Customer Letter
 - (b) Scope of Work / Schedule(s) of Protection
 - (c) Terms and Conditions
 - (d) Additional Terms and Conditions

- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- g) If multiple locations, see attached schedule
- II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs.. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to ÁHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.
- III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available and may be obtained from Johnson Controls at an additional cost to the Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls to an additional cost to the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the autho

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]





TOWN NO. 0080-PHILADELPHIA, PA CUSTOMER NO. 108026901

JOB NO.

PO NO.

ESTIMATE NO. 1-4PL8JE8

F MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE	IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE $___$
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	CUSTOMER:
Presented by:(Signature of Johnson Controls Sales Representative)	Accepted By: (Signature of Customer's Authorized Representative)
Sales Agent: <u>Maureen Sawyer</u> Sales Representative Registration Number (if applicable):	(Name Printed)
	Title:
	Date Signed:

[Remainder of Page Left Intentionally Blank]



TOWN NO. 0080-PHILADELPHIA, PA CUSTOMER NO. 108026901

JOB NO.

PO NO.

1-4PL8JE8

SCOPE OF WORK / SCHEDULE OF PROTECTION

- IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.
- A. Ownership of System and/or Equipment: Johnson Controls Owned Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.
- B. Services to be Provided ("Services")

Alarm monitoring and Notification Services: Video Surveillance Services: Managed Access Control Services: Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection: Additional Services:

Fire Alarm and Supervised Waterflow Monitoring PROVIDED

No Service Selected No Service Selected No Service Selected

Advanced Maintenance PROVIDED / Inspections NOT PROVIDED Sole Path Cellular 60 Minute Supervision Services PROVIDED

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	AT&T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE	
1	Wall Transformer Enclosure	
1	C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
1	LOW PROFILE OMNIDIRECTIONAL EXTERNAL ANTENNA FOR TG (LTE/3G/CDMA)	
1	50 ft of low loss cable for TG Digital	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
1	Wall Transformer Enclosure	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$4,240.86
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$4,240.86

^{*} Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Rich Hansen 267-718-0175, rhansen@mbit.org and Maureen Sawyer JCl 267-372-2755 Maureen.Sawyer@jci.com

System Operation: This is an order to add a cellular communicator to the existing fire alarm system. The Technician will add the following equipment Solo path communicator JCl will test all points into JCl's central station monitoring center. Please note, the maintenance only covers the equipment that Johnson Controls has supplied. At the end of this work, JCl Technician will ask the customer.

ATTACHMENT 3

to sign a customer acceptance form.

Programming Info: The JCI Technician will test the communicator after the Siemens Technician has programmed it. The JCI Technician will test the fire alarm system with our monitoring center to send and receive signals to ensure communication with the cellular radio.

Site Conditions: School Building, drop ceilings in classrooms and halls. There are high ceilings in cafeteria and shop areas.

Existing Equipment: Siemens fire panel.

Customer Expectations: The customer expects JCl to add a cellular communicator to his existing fire alarm system.

Training Expectations: Explain to the customer how the equipment will work.

General Comments: A permit is not provided for this work. If a permit is required JCI will provide a cost to the customer for the permit.

Customer Responsibilities / Johnson Controls Exclusions: The customer must supply 120 VAC at the location of the cell communicator. The customer must give the Technicians access to the building during normal business hours Monday-Friday 8am-4pm. The customer has agreed to let our Technicians use his lift if needed. The lift must be in good working order. If the lift cannot be used, JCI Tyco may need to rent a lift for this work. Any lift rental charges will be additional. The customer shall have Siemens on site to program the fire alarm communicator that is in the Siemens system. The customer must have the elevator and HVAC contractors on site to assist with the testing of the fire alarm devices that are related to there equipment during JCI's inspection.

Documentation Needs: Record of completion, Customer Acceptance Form

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

Δ Services

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not: respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGE'S (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS JOHSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET IN OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan ("Advanced Maintenance"). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below.

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Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 2. If Advanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Advanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Advanced Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

- A.3.3 Precision Maintenance Service Plan. Intentionally left blank Services have not been purchased.
- A.4. Testing/Inspections Service ("T/I"). Intentionally left blank Services have not been purchased.
- A.5.Investigator Response Service. Intentionally left blank Services have not been purchased.
- A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank Services have not been purchased.
- A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank Services have not been purchased.
- A.6.2. Video Guard Tour. Intentionally left blank Services have not been purchased.
- A.6.3.Video Escort. Intentionally left blank Services have not been purchased.
- A.6.4. Video Assist. Intentionally left blank Services have not been purchased.
- A.6.5. Video Audit. Intentionally left blank Services have not been purchased.
- A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank Services have not been purchased.
- A.6.7. Managed Video Portal. Intentionally left blank Services have not been purchased.
- A.6.8.Unattended Delivery Alarm Based Video Monitoring. Intentionally left blank Services have not been purchased.
- A.6.9. Unattended Delivery Live Video Monitoring of Process Intentionally left blank Services have not been purchased.
- A.9. Vision/Vision with Auditing. Intentionally left blank Service is no longer offered.
- A.10. Hosted Access. Intentionally left blank Services have not been purchased.
- A.11. Data Hosting/Storage Services. Intentionally left blank Services have not been purchased.
- A.12. Mobile Security Management ("MSM") Services. Intentionally left blank Services have not been purchased.
- A.12. Mobile Security Management ("MSM") Services. Intentionally left blank Services have not been purchased.
- A.13. Software Support Services No Upgrades. Intentionally left blank Services have not been purchased.
- A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank Lynx System/Services have not been purchased.
- A.15. RFID Tracking System ("System"). Intentionally left blank RFID Systems have not been purchased.
- A.16. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank Service has not been purchased.
- A.17. Customer For Life Program ("Service"). Intentionally left blank Service has not been purchased
- A.18. Outdoor Radar Perimeter Protection. Intentionally left blank System has not been purchased.
- A.19. Self-Printing Service. Intentionally left blank Service has not been purchased.
- A.20. Audio Enabled Devices. Intentionally left blank Equipment has not been purchased.
- A.21. Proactive Health Services. Intentionally left blank Services have not been purchased.
- A.22. Automated Notification. Intentionally left blank Services have not been purchased.
- A.23. Remote Technical Services. Intentionally left blank Services have not been purchased
- A.24. Anyvision Devices. Intentionally left blank Equipment has not been purchased.
- A.25 WhosOnLocation Service. Intentionally left blank Services have not been purchased.
- A.26. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
- B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
- 3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
- 4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wel/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7.Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank. – covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls. Insurance, if any, covering such risk shall be obtained by Customer. Johnson Controls shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls arising as a result of paying any claim for loss, damage or injury of Customer or another person.

- 3. If notwithstanding the provisions of this Section E, Johnson Controls is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.
- 5. No suit or action shall be brought against Johnson Controls or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.
- F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other readies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls CMC or the Municipal Fire or Police D

covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the Termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls. supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU Ğeneral Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apaché Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. JOHNSON CONTROLS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, CYBER ATTACKS, VIRUSES, RANSOMWARE, FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, DATA BREACHES, OR ANY CAUSES BEYOND THE CONTROL OF JOHNSON CONTROLS. JOHNSON CONTROLS WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

M. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF20000478 (SALVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0383, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 348F00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX 800536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 839057-6501 VA 11-7587, 11-7575, 11-7573, 11-7573, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. T



TOWN NO. 0080-PHILADELPHIA, PA CUSTOMER NO. 108026901

JOB NO.

PO NO.

ESTIMATE NO. 1-4PL8JE8

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/3/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Maureen Sawyer 7852 Browning Rd, Pennsauken, NJ 08109-4642 Tele. No. (215) 628-6002 Middle Bucks Institute of Technology d/b/a: ("Customer")

Customer Billing Information
2740 Old York Road,
Jamison, PA 18929

Attn:
Tele. No.

Customer Premises Serviced 2740 York Road, Jamison, PA 18929 Attn: Rich Hansen Tele. No. (215) 343-2480

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions	
A/C Power. Customer will supply the necessary 110VAC power as required by Johnson	Controls.
AHJ Approval. For fire alarm systems required by law, the System shown in this Agreem required by the AHJ may result in additional charges to the Customer.	ent may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes
Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Serv Agreement. Thereafter, the Annual Service Charge may be increased by the increase in t prior twelve (12) month period or 5%, whichever is less.	ice Charge for Monitoring Services specified in this Agreement for the Initial Term of the the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the
	from the existing records; there may have been additions or deletions over time. Customer lohnson Controls or its predecessors is, to the best knowledge of the Customer in good working em in proper working order will be done at an additional cost to the customer.
All other terms and conditions of the Agreement, except those expressly modified herein,	shall remain in full force and effect.
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	CUSTOMER:
Presented by:(Signature of Johnson Controls Sales Representative)	Accepted By:(Signature of Customer's Authorized Representative)
Sales Agent: Maureen Sawyer Sales Representative Registration Number (if applicable):	(Name Printed)
	Title:
	Date Signed:

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY 2020/2021 BUDGET SUMMARY COMMITTEE UPDATE USING OCT 1 PIMS MAY 5, 2020

	2017/2018	2018/2019	2018/2019 APPROVED	2019/2020 APPROVED	2020/2021 PROPOSED	LINE \$ INCREASE/	LINE % INCREASE/	% INCREASE/ (DECREASE)
DESCRIPTION	ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET	(DECREASE)	(DECREASE)	BUD. TO BUD.
6000 LOCAL REVENUE								
EDUCATION AND LEASE RENTAL								
CENTENNIAL	\$ 2,327,037	\$ 2,326,357	\$ 2,300,716	\$ 2,394,649	\$ 2,587,656	\$ 193,007	8.06%	1.63%
CENTRAL BUCKS	4,623,030	4,785,799	4,800,635	4,930,167	5,122,174	192,007	3.89%	1.62%
COUNCIL ROCK	1,919,554	1,876,039	2,008,309	2,009,880	1,981,307	(28,573)	-1.42%	-0.24%
NEW HOPE-SOLEBURY	309,067	241,666	363,800	321,018	259,110	(61,908)	-19.28%	-0.52%
RECEIPTS FROM MEMBERS	9,178,688	9,229,861	9,473,460	9,655,714	9,950,247	294,533	3.05%	2.49%
OTHER LOCAL SOURCES	72,398	84,679	90,500	90,500	90,100	(400)	-0.44%	0.00%
7000 STATE SOURCES	1,371,220	1,490,961	1,422,400	1,556,500	1,601,855	45,355	2.91%	0.38%
8000 FEDERAL SOURCES	267,721	270,315	267,000	283,000	286,600	3,600	1.27%	0.03%
9000 FUND BALANCE / TRANSFERS	20,000			245,000		(245,000)	-100.00%	-2.07%
TOTAL REVENUE	\$ 10,910,027	\$ 11,075,816	\$ 11,253,360	\$ 11,830,714	\$ 11,928,802	\$ 98,088		0.83%

		FUND BA	ALAN	CES		!ED			
Fund balance:	6	/30/18	6	5/30/19	2018/201	.9	201	9/2020	2020/2021
Nonspendable	\$	5,034	\$	58,361					
Unassigned - Adult Ed	\$	220,223	\$	226,233					
Unassigned - Production Control	\$	194,784	\$	143,150					
Premium "holiday" BMCSHCC / DVHT							\$	245,000	
					\$	-	\$	245,000	\$ -
Balance Due to Member School Districts	\$	140,984	\$	241,599					
Prior period adjustment for 2017/2018		-	\$	(111,344)					
	\$	140,984	\$	130,255					

Member District Contribution for Operations and Lease Rental combined increase for 2019/2020 = 1.92%

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY 2020/2021 BUDGET SUMMARY COMMITTEE UPDATE USING OCT 1 PIMS MAY 5, 2020

DESCRIPTION	2017/2018 ACTUAL	2018/2019 ACTUAL	2018/2019 APPROVED BUDGET	2019/2020 APPROVED BUDGET	2020/2021 PROPOSED BUDGET	LINE \$ INCREASE/ (DECREASE)	LINE % INCREASE/ (DECREASE)	% INCREASE/ (DECREASE) BUD. TO BUD.
100 SALARIES & WAGES:								
TEACHERS - MBEA	\$ 3,123,349	\$ 3,188,416	\$ 3,188,525	\$ 3,367,796	\$ 3,306,988	\$ (60,808)	-1.81%	-0.51%
ADMIN - ACT 93	732,408	762,481	726,786	762,739	783,096	20,357	2.67%	0.17%
SUPPORT STAFF	859,226	893,366	899,367	943,475	946,607	3,132	0.33%	0.03%
SUBSTITUTES & TEMPORARY	70,323	68,365	94,115	91,015	103,870	12,855	14.12%	0.11%
200 BENEFITS:								
MEDICAL & PRESCRIPTION	748,225	831,257	865,586	995,126	1,077,149	82,023	8.24%	0.69%
DENTAL/VISION/LIFE/LTD/CONTRACTUAL	146,358	137,733	170,006	178,245	183,009	4,764	2.67%	0.04%
STATUTORY (FICA, PSERS, WC & UC)	1,975,454	1,956,269	2,076,259	2,226,396	2,226,764	368	0.02%	0.00%
300 PROFESSIONAL & TECHNICAL SERVICES	100,063	96,471	99,420	92,400	104,385	11,985	12.97%	0.10%
400 PURCHASED PROPERTY SERVICES	525,012	555,092	621,235	620,710	598,055	(22,655)	-3.65%	-0.19%
500 OTHER PURCHASED SERVICES	233,694	238,567	230,105	237,095	236,595	(500)	-0.21%	0.00%
600 SUPPLIES:								
INSTRUCTIONAL SUPPLIES	301,005	265,412	290,385	318,551	348,389	29,838	9.37%	0.25%
UTILITIES	197,929	208,947	210,500	198,600	210,600	12,000	6.04%	0.10%
ALL OTHER SUPPLIES	218,077	232,471	210,840	209,645	220,749	11,104	5.30%	0.09%
700 EQUIPMENT	100,808	66,249	46,450	63,650	50,850	(12,800)	-20.11%	-0.11%
800 OTHER	12,100	14,724	11,785	12,075	13,900	1,825	15.11%	0.02%
5220 TRANSFER TO CAPITAL RESERVE FUND	100,000	100,000	-	-	-	-		0.00%
5900 BUDGETARY RESERVE			50,000	50,000	50,000	-	0.00%	0.00%
5110 AUTHORITY LEASE RENTAL	1,465,996	1,459,996	1,461,996	1,463,196	1,467,796	4,600	0.31%	0.04%
TOTAL EXPENDITURES	\$ 10,910,027	\$ 11,075,816	\$ 11,253,360	\$ 11,830,714	\$ 11,928,802	\$ 98,088		0.83%

Computer Leases

Qty	<u>Vendor</u>	<u>Equipment</u>	
46	GDC	Dell - Precision 3630 Tower with Dell 22 monitor	\$ 62,139
57	GDC	Dell - OptiPlex 3070 with Dell 20 Monitor	\$ 65,303
20	GDC	Dell - Latitude Notebook	\$ 20,948
			\$ 148,390

	American Capital			First American	<u>LEAF</u>	<u>Providence</u>	<u>TEQlease</u>	
	<u>Financial</u>		Dell Financial	Equipment	Commercial	Capital	<u>Education</u>	<u>Vantage</u>
	<u>Services</u>	Celtic Finance	<u>Services</u>	<u>Finance</u>	<u>Capital</u>	<u>Network</u>	<u>Finance</u>	<u>Financial</u>
Operating Leases								
Equipment Cost	\$ 148,390	\$ 148,390	\$ 148,390	\$ 148,390	\$ 148,390	\$ 148,390	\$ 148,390	\$ 148,390
Term	36 months	36 months	36 months	36 months	36 months	36 months	36 months	36 months
Lease Factor	0.07850	0.08010	0.07793	0.07797	Declined	0.07744	0.07930	0.07851
Quarterly Rental	\$ 11,648.61	\$ 11,886.03	\$ 11,564.02	\$ 11,569.96	to Quote	\$ 11,492.00	\$ 11,767.32	\$ 11,650.00
End of Term Option	FMV Purchase	FMV Purchase	FMV Purchase	FMV Purchase	FMV Purchase	FMV Purchase	FMV Purchase	FMV Purchase
Payment Frequency	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly
Interim rents	None	None	None	None		None	None	None
Fees	None	UCC	None	None		UCC	None	None
Fee\$\$		\$ 150.00		\$ -	Declined	\$ 150.00	\$ -	\$ -
Sum of Payments	\$ 139,783.28	\$ 142,782.36	\$ 138,768.29	\$ 138,839.52	to Quote	\$ 138,053.95	\$ 141,207.82	\$ 139,800.01
Interest rate	6.28%	6.41%	6.23%	6.24%		6.20%	6.34%	6.28%

CONFIDENTIAL

Robert Vining Middle Bucks Institute of Technology 2740 York Road Jamison, PA 18929

Dear Robert:

Thank you for the opportunity to propose lease figures for your prospective technology acquisition. We have supported hundreds of schools across the country. Further background information has been attached.

The below budgetary lease structure is based upon equipment costs provided by you and the present spread over like term market indexes. The lease is also subject to signed lease documentation, the first payment in advance, and credit approval. We do not charge Interim Rent and the school will have 30 days of grace period after the term ends in order to return the equipment. Further, we will pay to have the equipment shipped back.

Structure	Equipment Cost	Term	Buyout	Lease Rate	Payments
				Factor	
Flex Lease	\$148,389.89	12 Quarters	FMV	.07744	\$11,492

<u>Flex Lease</u> is popular for schools desiring the lowest payments and flexibility to return the equipment at lease end, extend the lease, or purchase the equipment for the Fair Market Value (FMV).

If you'd like to see alternative structures, please ask. Your satisfaction is important to us.

Sincerely,

John Vonder

Providence Capital Network



SCHOOL BACKGROUND AND TESTIMONIALS

Funding Our Future

BACKGROUND

Providence Capital has hundreds of school clients nationwide. Schools should not underestimate the importance of working with a partner who excels at supporting leasing and remarketing in this niche market. Here are added reasons to take comfort in our expertise.

- Featured presenter at school seminars
- Management experience serving on a school board
- Member of several school associations
- Expertise in remarketing retired computers
- Contracts embraced by school law firms
- Over 20 years of experience!

CUSTOMIZED FOR YOU

- 1 to 1 program expertise
 - Affordable tech refresh leases
- Capital leases for long term ownership
- \$10,000 to \$5+ million transactions
- Parent/student purchase options
- We buy back end of life equipment
- End of lease rebates!
- Tech, School Buses, Maintenance Equipment & More!

TESTIMONIALS

"Providence Capital provided us with a comprehensive approach to equipment management and financing and our district was able to gain control over the equipment budget. In addition, our out dated equipment was purchased, inventoried and removed with a simple process."

- Business Manager, Illinois Public School District

"Working with Providence Capital made our 1:1 project roll out go very smooth on the financial end. Their experience in working with K-12 made the process go quick and painless. They delivered on what they promised and provided us with top notch service. "

- Technology Director, Indiana School Corporation

"I chose Providence Capital because of their commitment to do whatever it takes to get the financing completed in a timely and cost effective manner. They have never been a "high pressure" firm and I value them as a strong business partner."

- Director of Business Services, Wisconsin Public School District

"From initial quotes to product delivery to subsequent customer care, John made and continues to make our leasing experience tremendous!"

- Superintendent, Wisconsin Public School District

"Thank you for all your help! You certainly helped us by making this process easy."

- Business Manager, Texas Private School

P/F 800 680 0560 8022 Providence Road | Suite 500 | Charlotte, NC 28277

Middle Bucks Institute of Technology Joint Purchasing & Cooperatives May 2020

- Member Districts
- BCIU Cooperative Purchasing Group
- Lancaster Lebanon IU
- Central Susquehanna IU
- Lincoln IU
- Pennsylvania Education Joint Purchasing Council
- Keystone Purchasing Network
- PEPPM
- U.S. Communities
- Omnia / US Communities /Amazon
- PA State Contracts
- COSTARS Pennsylvania Department of General Services
- PA State Agency for Surplus Property
- PA Federal Surplus Property Program
- Western States Contracting Alliance
- U.S. General Services Administration
- Federal Schedule 70
- Buy Board
- National Joint Powers Alliance
- National IPA

Li L Bucks Preschool at MBIT For the Period 04/01/2020 through 04/30/2020

Fiscal Year: 2019-2020

	04/01/2020 - 04/30/2020	Year To Date
INCOME		
TUITION & FEES		
PRE SCHOOL TUITION (+)	\$718.68	\$142,139.52
Sub-total: TUITION & FEES	\$718.68	\$142,139.52
Total : INCOME	\$718.68	\$142,139.52
EXPENSES	***************************************	* · · · · · · · · · · · · · · · · · · ·
OPERATING EXPENSES		
WAGES (-)	\$10,868.81	\$97,951.73
BENEFITS (-)	\$5,973.82	\$54,330.51
PROF SERVICES (-)	\$23.91	\$444.86
OTHER PURCHASED SERVICES (-)	\$92.25	\$760.50
SUPPLIES (-)	\$0.00	\$9,283.49
EQUIPMENT (-)	\$109.69	\$1,096.91
DUES & FEES (-)	\$437.21	\$3,187.48
Sub-total : OPERATING EXPENSES	(\$17,505.69)	(\$167,055.48)
Total: EXPENSES	(\$17,505.69)	(\$167,055.48)
OTHER	,	(, , , , ,
OTHER INCOME		
GRANTS (+)	\$0.00	\$7,915.00
OTHER (+)	\$0.00	\$545.71
SUBSIDIES - SS & RETIREMENT (+)	\$2,000.73	\$17,281.12
Sub-total : OTHER INCOME	\$2,000.73	\$25,741.83
Total : OTHER	\$2,000.73	\$25,741.83
NET ADDITION/(DEFICIT)	(\$14,786.28)	\$825.87

End of Report

Operating Statement

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Li L Bucks Preschool at MBIT As of 04/30/2020

Fiscal Year: 2019-2020

Printed: 05/01/2020

8:24:49 AM

ASSETS		
CURRENT ASSETS	****	
CASH (+)	\$61,971.73	
DUE FROM (TO) OTHER FUND (+)	(\$23.91)	
ACCOUNTS RECEIVABLE (+)	\$249.03	
Sub-total : CURRENT ASSETS	\$62,196.85	
CAPITAL ASSETS, NET ACCUM DEPREC	440 740 70	
EQUIPMENT (+)	\$10,749.78	
Sub-total : CAPITAL ASSETS, NET ACCUM DEPREC	\$10,749.78	
Total: ASSETS		\$72,946.63
LIABILITIES		
EMPLOYMENT TAX WITHHOLDINGS PAYROLL WITHHOLDINGS (+)	\$14,363.76	
Sub-total : EMPLOYMENT TAX WITHHOLDINGS	\$14,363.76	
DEFERRED REVENUE		
DEPOSITS (+)	\$14,487.07	
Sub-total : DEFERRED REVENUE	\$14,487.07	
Total: LIABILITIES	\$28,850.83	
EQUITY		
FUND BALANCE		
NET ASSETS (+)	\$43,269.93	
Sub-total : FUND BALANCE	\$43,269.93	
NET ADDITION/(DEFICIT)		
NET ADDITION/(DEFICIT) (+)	\$825.87	
Sub-total : NET ADDITION/(DEFICIT)	\$825.87	
Total : EQUITY	\$44,095.80	
Total LIABILITIES + EQUITY		\$72,946.63

End of Report

Report: rptGLBalanceSheet 2019.4.08 Page: 1

Li L Bucks Preschool at MBIT For the Period 04/01/2019 through 04/30/2019

Fiscal Year: 2018-2019

	04/01/2019 - 04/30/2019	Year To Date
INCOME		_
TUITION & FEES		
PRE SCHOOL TUITION (+)	\$19,790.25	\$148,690.33
Sub-total: TUITION & FEES	\$19,790.25	\$148,690.33
Total : INCOME	\$19,790.25	\$148,690.33
EXPENSES	¥10,700. <u>2</u> 0	Ψσ,σσσ.σσ
OPERATING EXPENSES		
WAGES (-)	\$13,044.27	\$102,475.14
BENEFITS (-)	\$7,693.85	\$66,271.39
PROF SERVICES (-)	\$0.00	\$22.60
PROPERTY SERVICES (-)	\$0.00	\$1,895.00
OTHER PURCHASED SERVICES (-)	\$153.00	\$783.05
SUPPLIES (-)	\$188.79	\$4,887.38
EQUIPMENT (-)	\$0.00	\$9,162.99
DUES & FEES (-)	\$94.21	\$2,224.89
Sub-total : OPERATING EXPENSES	(\$21,174.12)	(\$187,722.44)
Total: EXPENSES	(\$21,174.12)	(\$187,722.44)
OTHER	,	,
OTHER INCOME		
GRANTS (+)	\$0.00	\$7,015.00
OTHER (+)	\$0.00	\$313.22
SUBSIDIES - SS & RETIREMENT (+)	\$2,648.76	\$19,665.03
Sub-total : OTHER INCOME	\$2,648.76	\$26,993.25
Total: OTHER	\$2,648.76	\$26,993.25
NET ADDITION/(DEFICIT)	\$1,264.89	(\$12,038.86)

End of Report

Operating Statement

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Li L Bucks Preschool at MBIT As of 04/30/2019

Fiscal Year: 2018-2019

ASSETS		
CURRENT ASSETS		
CASH (+)	\$61,349.33	
ACCOUNTS RECEIVABLE (+)	\$49.65	
Sub-total : CURRENT ASSETS	\$61,398.98	
Total: ASSETS		\$61,398.98
LIABILITIES		
EMPLOYMENT TAX WITHHOLDINGS		
PAYROLL WITHHOLDINGS (+)	\$16,471.11	
Sub-total : EMPLOYMENT TAX WITHHOLDINGS	\$16,471.11	
DEFERRED REVENUE		
DEPOSITS (+)	\$1,250.00	
Sub-total : DEFERRED REVENUE	\$1,250.00	
Total: LIABILITIES	\$17,721.11	
EQUITY		
FUND BALANCE		
NET ASSETS (+)	\$55,716.73	
Sub-total : FUND BALANCE	\$55,716.73	
NET ADDITION/(DEFICIT)		
NET ADDITION/(DEFICIT) (+)	(\$12,038.86)	
Sub-total : NET ADDITION/(DEFICIT)	(\$12,038.86)	
Total : EQUITY	\$43,677.87	
Total LIABILITIES + EQUITY		\$61,398.98

End of Report

Balance Sheet

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Adult Education For the Period 04/01/2020 through 04/30/2020

Fiscal Year: 2019-2020

	04/01/2020 - 04/30/2020	Year To Date
INCOME		and the second s
Local Revenue		
Registration Fees & Tuition (+)	\$1,908.50	\$97,321.49
Sub-total : Local Revenue —	\$1,908.50	\$97,321.49
State Subsidies		
Vocational Ed Subsidy - Adults (+)	\$0.00	\$8,107.39
Social Security Subsidy (+)	\$287.40	\$2,279.79
Retirement Subsidy (+)	\$701.69	\$6,091.55
Sub-total : State Subsidies —	\$989.09	\$16,478.73
Total: INCOME —	\$2,897.59	\$113,800.22
EXPENSES	+-,	* 1 0 0 Louis accesses
Salaries		
Administrative (-)	\$2,312.80	\$25,440.80
Instructors (-)	\$4,425.00	\$28,680.00
Support (-)	\$840.00	\$5,914.79
Sub-total : Salaries —	(\$7,577.80)	(\$60,035.59)
Benefits		
Statutory (-)	\$1,978.20	\$17,441.30
Sub-total : Benefits —	(\$1,978.20)	(\$17,441.30)
Property Services	(\$1,010.20)	(\$11,211.00)
Repairs & Maintenance (-)	\$4.95	\$49.50
Sub-total : Property Services —	(\$4.95)	(\$49.50)
Other Purchased Services	(4)	(4.5.55)
Postage (-)	\$0.00	\$9,629.97
Advertising (-)	\$0.00	\$967.75
Printing & Binding (-)	\$0.00	\$10,451.40
Travel & Prof. Development (-)	\$0.00	\$463.84
Sub-total : Other Purchased Services —	\$0.00	(\$21,512.96)
Supplies	Ψ0.00	(\$21,012.00)
Consumable Supplies (-)	\$0.00	\$7,042.96
Books & Periodicals (-)	\$0.00	\$7,612.71
Software & Audio Visual (-)	\$0.00	\$90.66
Utilities (-)	\$0.00	\$2,174.91
Sub-total : Supplies —	\$0.00	(\$16,921.24)
Dues & Fees		
Dues & Fees (-)	\$279.49	\$3,922.94
Sub-total : Dues & Fees	(\$279.49)	(\$3,922.94)
Total : EXPENSES —	(\$9,840.44)	(\$119,883.53)
NET ADDITION/(DEFICIT)	(\$6,942.85)	(\$6,083.31)
	/======//	V

\$225,694.18

Middle Bucks Institute of Technology

Adult Education As of 04/30/2020

Fiscal Year: 2019-2020

Total LIABILITIES + EQUITY

ASSETS		
CURRENT ASSETS		
CASH & INVESTMENTS (+)	\$225,650.18	
ACCOUNTS RECEIVABLE (+)	\$44.00	
Sub-total : CURRENT ASSETS	\$225,694.18	
Total: ASSETS		\$225,694.18
LIABILITIES		
CURRENT LIABILITIES		
ACCRUED BENEFITS (+)	\$5,546.25	
OTHER ACCRUED BENEFITS PAYABLE (+)	\$8.18	
Sub-total : CURRENT LIABILITIES	\$5,554.43	
Total : LIABILITIES	\$5,554.43	
EQUITY		
FUND BALANCE		
BEGINNING FUND BALANCE (+)	\$226,223.06	
Sub-total : FUND BALANCE	\$226,223.06	
NET ADDITION/(DEFICIT)		
NET ADDITION/(DEFICIT) (+)	(\$6,083.31)	
Sub-total : NET ADDITION/(DEFICIT)	(\$6,083.31)	
Total : EQUITY	\$220,139.75	

End of Report

Balance Sheet

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Adult Education For the Period 04/01/2019 through 04/30/2019

Fiscal Year: 2018-2019

	04/01/2019 - 04/30/2019	Year To Date
INCOME		
Local Revenue		
Registration Fees & Tuition (+)	\$3,050.25	\$115,747.25
Sub-total : Local Revenue	\$3,050.25	\$115,747.25
State Subsidies		
Vocational Ed Subsidy - Adults (+)	\$0.00	\$6,776.80
Social Security Subsidy (+)	\$343.90	\$2,179.81
Retirement Subsidy (+)	\$822.55	\$5,659.87
Sub-total : State Subsidies	\$1,166.45	\$14,616.48
Total : INCOME	\$4,216.70	\$130,363.73
EXPENSES	ψ η <u>μ</u> του σ	¥ 100 0000
Salaries		
Administrative (-)	\$2,240.00	\$21,053.50
Instructors (-)	\$5,788.46	\$30,561.92
Support (-)	\$1,013.58	\$5,683.00
Sub-total : Salaries	(\$9,042.04)	(\$57,298.42)
Benefits		
Statutory (-)	\$2,332.90	\$16,354.11
Sub-total : Benefits	(\$2,332.90)	(\$16,354.11)
Property Services		
Repairs & Maintenance (-)	\$4.95	\$800.47
Office Equipment Rental (-)	\$11.75	\$117.50
Sub-total : Property Services	(\$16.70)	(\$917.97)
Other Purchased Services		
Postage (-)	\$0.00	\$9,737.67
Advertising (-)	\$0.00	\$7,385.08
Printing & Binding (-)	\$0.00	\$5,302.14
Travel & Prof. Development (-)	\$0.00	\$44.26
Miscellaneous (-)	\$0.00	\$22.60
Sub-total: Other Purchased Services	\$0.00	(\$22,491.75)
Supplies		
Consumable Supplies (-)	\$1,028.30	\$3,761.55
Books & Periodicals (-)	\$400.00	\$5,839.96
Software & Audio Visual (-)	\$0.00	\$656.97
Utilities (-)	\$461.00	\$1,982.96
Sub-total : Supplies	(\$1,889.30)	(\$12,241.44)
Dues & Fees		
Dues & Fees (-)	\$92.97	\$3,127.04
Sub-total : Dues & Fees	(\$92.97)	(\$3,127.04)
Total: EXPENSES	(\$13,373.91)	(\$112,430.73
NET ADDITION/(DEFICIT)	(\$9,157.21)	\$17,933.00

Adult Education As of 04/30/2019

Fiscal Year: 2018-2019

ASSETS		
CURRENT ASSETS		
CASH & INVESTMENTS (+)	\$243,589.93	
Sub-total : CURRENT ASSETS	\$243,589.93	
Total: ASSETS		\$243,589.93
LIABILITIES		
CURRENT LIABILITIES		
ACCRUED BENEFITS (+)	\$5,416.24	
OTHER ACCRUED BENEFITS PAYABLE (+)	\$17.90	
Sub-total : CURRENT LIABILITIES	\$5,434.14	
Total: LIABILITIES	\$5,434.14	
EQUITY		
FUND BALANCE		
BEGINNING FUND BALANCE (+)	\$220,222.79	
Sub-total : FUND BALANCE	\$220,222.79	
NET ADDITION/(DEFICIT)		
NET ADDITION/(DEFICIT) (+)	\$17,933.00	
Sub-total : NET ADDITION/(DEFICIT)	\$17,933.00	
Total : EQUITY	\$238,155.79	
Total LIABILITIES + EQUITY		\$243,589.93

End of Report

Balance Sheet

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