West Branch Public Library 300 N Downey St PO Box 460 West Branch, IA 52358 Ph: (319)643-2633 Fax: (319)643-4148 staff@wbpl.org www.wbpl.org

Board of Trustees Meeting

August 13, 2025, 6:30pm West Branch Public Library Community Room

Online Attendance is available at https://us02web.zoom.us/j/84510234590, by phone at 1-312-626-6799, or by a Zoom application on mobile device with meeting code 845 1023 4590.

Roll Call

Approve agenda

Approve minutes
July 9

Open Forum

Financial condition report and approval of expenditures
July 2025
August 2025 in progress

Director's Report

Discuss Summer Library Program wrap-up

Discuss/Approve quote for fire monitoring service

Discuss/Approve Review of Confidentiality Policy

Discuss/Approve Review of Employee Handbook

Next meeting

Next meeting September 10 @ 6:30pm

Adjourn

WEST BRANCH PUBLIC LIBRARY Board of Trustees Meeting Minutes

https://us02web.zoom.us/j/84510234590

July 9, 2025

Meeting commenced at: 6:39 PM

Roll Call

Present:

- Jessie Schafer (Director)
- Lizabeth Osborne (President)
- Annika Pettitt (Secretary)
- Christine Humrichouse (Trustee)
- Holly Waison (Trustee)
- Erin Monaghan (Trustee)

Absent:

• Seth Goodspeed (Vice President)

Meeting Minutes:

On a motion by Trustee Humrichouse and seconded by Trustee Waison, the June 11, 2025 minutes were unanimously approved.

Open Forum:

The state library is hosting a webinar titled "From Planning to Impact: Strategic Planning Essentials for Library Boards" on August 6th at 6:30 pm that will be geared towards trustees

Link to register:

https://statelibraryofiowa.gov/events/planning-impact-strategic-planning-essentials-library-board s

Discuss/Approve Library Board officers for 2025-2026

Officer positions will stay the same for the upcoming fiscal year President - Liz Osborne Vice President - Seth Goodspeed Secretary- Annika Pettitt

On a motion by Trustee Monaghan and seconded by Trustee Waison the officers for the 2025-2026 FY were unanimously approved.

Financial Condition Report:

Moved by Trustee Osborne and seconded by Trustee Waison, the motion to approve the financial condition report was unanimously approved.

Reviewed the end of fiscal year data with an understanding that there are still some outstanding payments.

Director's Report:

See meeting packet for additional notes

Additions to the Packet:

Discuss/Approve Review of Borrowing Policies:

Moved by Trustee Monaghan and seconded by Trustee Waison the motion to accept the policy updates as suggested by the staff was unanimously approved.

Discuss/Approve Review of Equipment Policy:

Moved by Trustee Humrichouse and seconded by Trustee Monaghan, the motion to accept the revised policy updates as suggested by the staff was unanimously approved.

Discuss/Review of ADA Accessibility Checklist Section 2:

Moved by Trustee Osborne and seconded by Trustee Humrichouse, the motion to approve the review of the ADA Accessibility Checklist Section 2was unanimously approved.

Trustee Training:

The meeting was adjourned at 7:34

Next Meeting is August 13th at 6:30pm

Туре	Number	Category	Payee	Amoun	t	Invoice #
Dues/Memberships	031-5-4-410-6210		·			
Dues/ Welliberships	031-3-4-410-0210		Subtotal	Ś	_	
Training/Education	031-5-4-410-6230			T		
Training/ Education	031-3-4-410-0230		Subtotal	\$	_	
Building Maintenance	021 F 4 410 6210				2.99	
bulluling ivialities arice	031-5-4-410-6310		AMAZON - replacement umbrella			
			PLUNKETT'S PEST CONTROL - scheduled pest control		0.00	
			LIBERTY DOORS - community room door, frame, wifi lock	\$ 4,14		11061
			LYNCH'S PLUMBING - men's restroom toilet repair		0.74	5134
			Subtotal		3.73	
Utilities	031-5-4-410-6371		ALLIANT ENERGY Subtotal	\$	-	
Telephone	031-5-4-410-6373		LIBERTY	\$		
тегернопе	031-3-4-410-0373		Subtotal		-	
Janitorial Services	031-5-4-410-6409		MOPPY MO'S		0.00	116
			Subtotal		0.00	
Advertisement/Legal	031-5-4-410-6414					
			Subtotal	\$	-	
Technology services	031-5-4-410-6419		GOOGLE - Drive cloud backup annual subscription (paid by credit card	\$ 1	9.99	
			GOOGLE - email accounts (paid by credit card)		6.00	529435857
			Subtotal	\$ 5!	5.99	
Contract Payments	031-5-4-410-6498		BIBLIONIX - circulation/catalog software - annual renewal	\$ 1,87	0.00	1127
			Subtotal	\$ 1,870	0.00	
Office Supplies	031-5-4-410-6506		QUILL - copy paper	\$ 4	1.99	44698250
			AMAZON - disc cleaner supplies	\$ 1	5.60	
			Subtotal	\$ 5	7.59	
Postage and Shipping	031-5-4-410-6508		PITNEY BOWES - postage refill	\$ 50	0.00	
			Subtotal	\$ 50	0.00	
Programs	031-5-4-410-6599	SLP	IMAGE STUFF (SchoolLife) - brag tags (paid by credit card)	\$ 19	8.15	200103160
			DAVID CASAS MAGIC - performer		5.00	
			THE DEALT HAND - performer		0.00	00043
			AMAZON - teen program craft		8.99	000.15
			AMAZON - youth program supplies		1.04	166300030
			WALMART - adult murder mystery and youth supplies		7.24	166390939
			ILLINOIS LIBRARY ASSOCIATION (IREAD) - adult and youth prizes		9.10	31727
		Youth	AMAZON - sensory, coding, craft supplies		2.62	
			Subtotal	\$ 1,46	2.14	
Office Equipment	031-5-4-410-6725		LEAF - copier lease	\$ 14	2.02	1864019
			EO JOHNSON - printing charges		1.43	INV178786
Canital Impression anta	024 5 4 440 6764		Subtotal	\$ 46	3.45	
Capital Improvements	U31-3-4-41U-6/61		Subtotal	\$	-	
Materials	031-5-4-410-6770	Adult	AMAZON		5.79	
			BAKER & TAYLOR		1.25	
			BARNES & NOBLE		1.96	465656
		Youth	AMAZON		3.65	
			BAKER & TAYLOR		7.41	465656
		Electronic	KANOPY - streaming video		3.00	45877
			OVERDRIVE - ebooks OVERDRIVE - audiobooks	\$	-	
			OVERDRIVE - annual participation and materials fees		2.16	CD064972521104
		DVD	AMAZON		9.95	5500.57.2521104
			WALMART	\$	-	
		Newspapers/Magazines	ADVANTAGE ARCHIVES - newspaper digitization (JP Morgan grant)	\$ 6,04	5.00	4286
			Subtotal	\$ 7,880		

			August 2025			
	Number	Category	Payee	1	Amount	Invoice #
Dues/Memberships	031-5-4-410-6210					
			Subtot	al Ś	-	
Training /Education	004 5 4 440 5000					
Training/Education	031-5-4-410-6230					
			Subtot	al \$	-	
Building Maintenance	031-5-4-410-6310		AMAZON - paper towels for restrooms	\$	35.27	F1H0
			Subtot	al \$	35.27	
Utilities	031-5-4-410-6371		ALLIANT ENERGY	\$	_	
			Subtot		-	
Telephone	031-5-4-410-6373		LIBERTY			
	332 3 1 123 3373		Subtot	al \$	-	
Janitorial Services	031-5-4-410-6409		MOPPY MO'S	\$	420.00	117
anitorial Services	031-3-4-410-0403		Subtot		420.00	117
Advertisement/Legal	031-5-4-410-6414			- T		
Auvertisement/Legar	031-5-4-410-0414		Subtot	al Ś	_	
Tochnology convices	024 5 4 440 6440					F24.C2.C024:
Technology services	031-5-4-410-6419		GOOGLE - email accounts (paid by credit card) Subtot	\$	40.45 40.45	531626921
			Subtot	31 Ş	40.45	
Contract Payments	031-5-4-410-6498					
			Subtot	al \$	-	
Office Supplies	031-5-4-410-6506			\$	-	
			Subtot	al \$	-	
Postage and Shipping	031-5-4-410-6508		PITNEY BOWES - postage refill	\$	25.00	
r ostage and shipping	031-3-4-410-0308		· •			
			USPS - stamps	\$	139.00	
			Subtot	al \$	164.00	
Programs	031-5-4-410-6599		AMAZON - popcorn oil	\$	28.73	F1H(
			Subtot	al \$	28.73	
Office Equipment	031-5-4-410-6725		LEAF - copier lease	\$	142.02	1880010
omec Equipment	031-3-4-410-0723		Subtot		142.02	1880010
Capital Improvements	031-5-4-410-6761			- T		
capital improvements			Subtot	al \$	-	
Materials	031-5-4-410-6770	Adult	AMAZON	\$	_	
iviate iais	031-3-4-410-0770	Addit	BAKER & TAYLOR	\$	299.78	
			BAKER & TAYLOR - credit for canceled order	\$	(17.41)	credit 000331377
		Youth	AMAZON	\$	-	0.00.0000000000000000000000000000000000
			BAKER & TAYLOR	\$	35.88	
		Electronic	KANOPY - streaming video	\$	46.00	46260
			OVERDRIVE - ebooks	\$	234.97	
			OVERDRIVE - audiobooks	\$	47.50	
			OVERDRIVE - credit	\$	(41.36)	
		DVD	AMAZON	\$	-	
			WALMART	\$	-	
		Newspapers/Magazines	ADVANTAGE ARCHIVES - newspaper digitization (JP Morgan grant)	\$	2,535.00	4286
			Subtot	al \$	3,140.36	
			Tot	al \$	3,970.83	

West Branch									
Type		July	August	Å	September	Budgeted	Expended	R	emaining \$
Full-Time Salaries	\$	-	\$ -	\$	-	\$ 105,228.00	\$ -	\$	105,228.00
Part-Time Salaries	\$	-	\$ -	\$	_	\$ 22,845.00	\$ _	\$	22,845.00
Dues/Memberships - 6210	\$	-	\$ -	\$	-	\$ 360.00	\$ 	\$	360.00
Travel and Conference - 6240	\$	-	\$ -	\$	_	\$ 1,510.00	\$ _	\$	1,510.00
Building Maintenance - 6310	\$	4,353.73	\$ 35.27	\$	-	\$ 15,994.00	\$ 4,389.00	\$	11,605.00
Utilities - 6371	\$	-	\$ -	\$	-	\$ 9,200.00	\$ -	\$	9,200.00
Telephone - 6373	\$	-	\$ -	\$	-	\$ 2,868.00	\$ -	\$	2,868.00
Janitorial Expense - 6409	\$	420.00	\$ 420.00	\$	-	\$ 5,100.00	\$ 840.00	\$	4,260.00
Advertisement/Legal - 6414	\$	-	\$ -	\$	-	\$ 200.00	\$ -	\$	200.00
Technology Services - 6419	\$	55.99	\$ 40.45	\$	-	\$ 8,200.00	\$ 96.44	\$	8,103.56
Contract Payments - 6498	\$	1,870.00	\$ -	\$	-	\$ 2,516.00	\$ 1,870.00	\$	646.00
Office Supplies - 6506	\$	57.59	\$ -	\$	-	\$ 1,000.00	\$ 57.59	\$	942.41
Postage and Shipping - 6508	\$	50.00	\$ 164.00	\$	-	\$ 1,500.00	\$ 214.00	\$	1,286.00
Programs (Misc) - 6599	\$	1,462.14	\$ 28.73	\$	-	\$ 5,800.00	\$ 1,490.87	\$	4,309.13
Office Equipment - 6725	\$	463.45	\$ 142.02	\$	-	\$ 2,800.00	\$ 605.47	\$	2,194.53
Capital Improvements - 6761	\$	-	\$ -	\$	-	\$ 1,500.00	\$ -	\$	1,500.00
Collections - 6770	\$	7,880.17	\$ 3,140.36		-	\$ 23,000.00	\$ 11,020.53	\$	11,979.47
Library Account total	\$	16,613.07	\$ 3,970.83		-	\$ 209,621.00	\$ 20,583.90	\$	189,037.10

			July 2024			
Туре	Number	Category	Payee	Α	mount	Invoice #
Dues/Memberships	031-5-4-410-6210					
			Subtotal	\$	-	
Travel/Conference	031-5-4-410-6240					
	001 0 4 410 0240		Subtotal	¢	_	
Dellate - NA-teater-			Subtotal			
Building Maintenance	031-5-4-410-6310			\$	-	
			Subtotal	Ş	-	
Utilities	031-5-4-410-6371		Alliant	\$	601.31	
			Subtotal		601.31	
Telephone	031-5-4-410-6373		Liberty	\$	238.39 238.39	
Laudhaufal Camidaaa				1		
Janitorial Services	031-5-4-410-6409		Moppy Mo's Subtotal	\$	385.00 385.00	1099
A diventice as each /1 e col	004 5 4 440 6444		Subtotal	Ş	363.00	
Advertisement/Legal	031-5-4-410-6414		Subtotal	ć	_	
Technology services	021 E 4 410 6410					credit card
recimology services	031-5-4-410-6419		Google One (library file server backup)	\$	19.99	
			Google Workspace (library email accounts)	\$	36.00	credit card - 5005350981
			Mobile Beacon (mobile hotspotreplacement) Subtotal	\$ c	66.00 121.99	credit card - 20546522
Contract Daymonts	004 5 4 440 6400		Subtotal	۶	121.33	
Contract Payments	031-5-4-410-6498					
			Subtotal	Ş	-	
Office Supplies	031-5-4-410-6506			\$	-	
			Subtotal	\$	-	
Postage and Shipping	031-5-4-410-6508		Pitney Bowes (postage refill + late charge + finance charge)	\$	144.52	
			Subtotal	\$	144.52	
Programs	031-5-4-410-6599	SLP	Blake Shaw (storytime music)	\$	75.00	
			Lindsay McDermott (Cold Blooded Redhead reptile show)	\$	279.20	2/8/24
			Amazon (SLP prizes and supplies)		135.60	2/0/24
				\$		
			Walmart (teen program supplies)	\$	41.84	WM - 1656859401
			West Branch Food (ice for sno-cones from Jack & Jill)	\$	13.46	credit card
			Subtotal	\$	545.10	
Office Equipment	031-5-4-410-6725		Leaf (copier lease)	\$	142.02	16771561
			EO Johnson (printing charges)	\$	117.88	INV1522595
			EO Johnson (printing charges)	\$	191.18	INV1568945
			Subtotal	\$	451.08	
Capital Improvements	031-5-4-410-6761					
			Subtotal	\$	-	
Materials	031-5-4-410-6770	Adult	Amazon	\$	-	
			Baker & Taylor	\$	636.77	
		Youth	Amazon	\$	-	
		Floring	Baker & Taylor	\$	109.42	
		Electronic	Kanopy (streaming video)	\$	- 27.50	064070034400457
			Overdrive (ebooks) Overdrive (audiobooks)	\$	27.50 117.49	06497CO24198457 06497CO24198457
			Overdrive (audiobooks) Overdrive (annual participation and materials fees)	\$	902.16	CD0649724202139
		DVD	Amazon	\$	79.85	220073727202133
			Walmart	\$	-	
		Library of Things	Amazon (blu-ray player case)	\$	18.99	
			Subtotal	\$	1,892.18	
			Total	Ś	4,379.57	

August 13, 2025

Library Facilities

• Building/Grounds

- Lynch's Excavating finished repairing the sidewalk where they installed drainage pipe.
- The new Community Room door was installed on July 18. It is much more functional and the new wifi lock works great. It is primed but needs to be painted to protect the metal, so I reached out to Vincio Hernandez.
- Our umbrellas have not been faring well this summer, they keep getting damaged even in light wind. I replaced two of them with identical ones from Amazon, but we have another one that's damaged now and I'm not sure it's worth replacing this summer. We have barely been able to open them due to the wind.



- We are going to look into switching the software that resets patron computers after use. SmartShield was acquired by Data443, but they are no longer supporting small enterprises. We're investigating Deep Freeze, which is popular among libraries..
- We have been assigned a static IP by Liberty Communications, per recommendations from Mainstay. Nick was here on July 30 to facilitate the switch and everything is working smoothly.



• Interlibrary loan deliveries

- Despite federal budget cuts, the State Library of Iowa is able to continue offering free deliveries of interlibrary loan items to all public libraries in the state.
- They ended their contract with an independent courier service (StatCourier) and are now working with the Area Education Agencies in the state.
- West Branch is part of the Grant Wood AEA and we will get weekly deliveries on their van route.

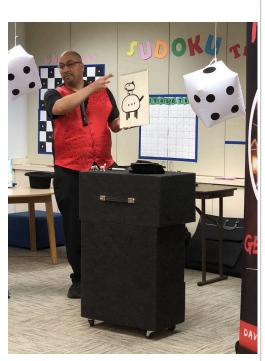
Fall programs

 Mary has already started planning programs for fall. She will be starting classroom visits, an evening storytime, and monthly adult programs, as well as Wednesday Early Out programs and Friday storytimes.

Upcoming Library Events/Activities

- STEAM with Ms. Howard Wednesday, July 23 at 5-7pm
- WBPL Book Discussion every 3rd Tuesday (June 17) at 7pm
 - August book: The House of Eve by Sadega Johnson





July 2025

Circulation



3165

June: 2987

July 2024: 2774

Visitors

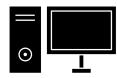


1437

June: 1410

July 2024: 1221

Computer Use



316 sessions
300 hours

June: 309, 253hrs

July 2024: 298 321 hours

Program Attendance



372

June: 959

July 2024: 318

Libby Checkouts



562 audiobooks

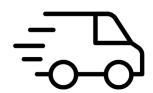
Last month: 561

363 ebooks

Last month: 378

185 magazines

Interlibrary Loans



47 received

21 lent to other libraries

Fun stats fact



20 new library cards were issued in July!

And more families are still moving in.

Program Attendance by Age



359 at Kids & Family Programs

13 at Adult Programs

2025 Strategic Plan Items

Ongoing

☐ Increase attendance at adult programs

- 20 people registered for the Murder Mystery Party, which is more than any single adult program last summer! We think using an RSVP system may have helped.
- Unfortunately none of the July programs were as popular, even the one we required registration for.

☑ Tea/Tee Time programs

 Attendance has been very low, so we are trying a registration system for specific topics.

July

Add Resources for Seniors to the library website

- Page was added, including information about large print books, afternoon programs of interest to seniors, technology help, and links to veteran resources.
- o More information can be added later.

October

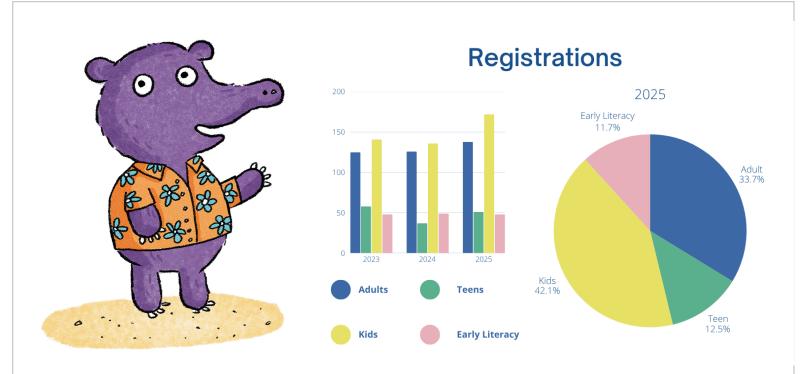
☐ Community Resource Center in front foyer

- Pivot: We will be switching to evening programs in the fall, with the goal of one adult program per month.
- ✓ Include sensory elements in storytimes and children's activity areas
 - Sensory elements were added to the May activity area (kinetic sand).
 - Sensory area was created as part of the Summer Library Program decorations, including seating. area and sensory/fidget toys
 - We have purchased a light table and sensory table for more upcoming activities.

Planning

- ☐ Participate in the city-wide strategic planning process
 - Erin and I will be working with Adam and University of Iowa students on updating the city's comprehensive plan.

Summer Library Program Wrapup!



Summer Programs and Special Events

Storytimes

- Cubby Park Story and Playtime In collaboration with WB Parks & Rec, Mrs. Buol read a story and created fun outdoor activities like a scavenger hunt and pool noodle mini golf!
- Tater Tots & Honey Bears Storytime Midway through the summer, Mrs. Buol split storytime into two age groups, the Friday morning Tater Tots one being for younger (pre-school to grade 2) kids and adding a Wednesday afternoon Honey Bears one for older kids (grades 3 and up) with longer books and more complex activities like clay molding and coding kits. Tater

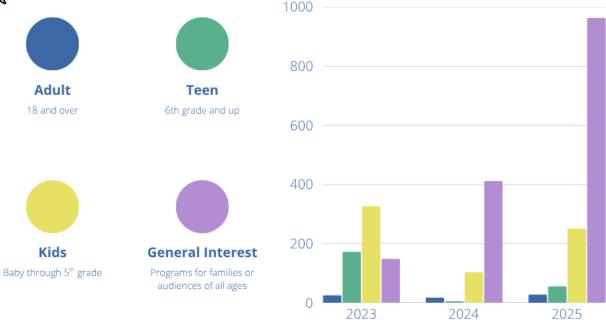
Tots will continue the rest of the year, and we're looking into a time that works for older kids during the school year.

Tuesday evening family programs

- We kicked off the summer with a HUGE **Dinosaur** program with TAG Arts, where participants got to see realistic baby and adult T-Rex!
- Most Tuesday evenings we had other special events: the Juggler with the Yellow Shoes, a large-scale scavenger hunt at Cubby Park, All About Bees with Sarah Subbert, David Casas Magic show, and the Dealt Hand game showcase. Most of these drew lots of people, and the Dinosaur program drew 120 by itself!



Program Attendance



Teen Time

 Attendance at Wednesday evening teen (grades 6-12) programs increased during the summer and quickly became a hangout for a dedicated group and plenty of walk-ins. They made things like buttons and fairy gardens.
 We're hoping to carry it over into the school year at a time that works well for the group of teens we have.

• Thursday Theater

Every Thursday afternoon we showed a family friendly movie on the big tv in the community room and Mrs. Buol made popcorn. Many days, the room was packed to capacity!

Adult Programs

- An every-other-Monday seniors-focused adult program we had been doing for a few months already, **Tea/Tee Time**, dropped off in attendance, but evening adult programs that were part of the SLP did very well!
- We held a Murder Mystery Party using a fun, pasta-themed whodunnit kit and Woodland Wildflowers with Sarah Subbert. The RSVP was helpful for the Murder Mystery Party, and we're planning more evening programs in the fall.





Reading and Activities

Game boards and brag tags

- This year's take-home reading challenge for kids and teens was a **game board**. As they moved spaces on the board, they earned **brag tags**.
- The tags could be redeemed for different levels of prizes!
- We gave out over **2,000 tags**, which was a lot more than anticipated. The Friends of the Library helped pay for the last batch of tags.
- We thought **teens** would like to earn fun prizes like kids, but from the feedback we received many would have preferred more adult challenges. They also earned dozens of tags just from spending all their spare time reading.



 We've been doing bingo cards with reading and activities for the adult program for years, and our engagement is still great so we haven't had any reason to change!

Grand prizes

- We drew 10 winners of all ages for our grand prizes! All grand prizes were funded by donation and sponsored by the Friends of the Library.
- o Prizes included:
 - A reading pack, gardening pack, and self-care pack for adults
 - Ear buds, belt bags, and an electronic game (and more!) for teens
 - Games, blocks, plushies, and books for kids









Memo

To: Library Board of Trustees

From: Jessie Schafer, Library Director

Date: 8/13/2025

Re: Discuss/Approve quote for fire monitoring service



Background

The library has a contract with Johnson Controls for fire monitoring via alarm panel and yearly inspections and alarm testing. The contract for inspections is up on August 31, 2025. As far as I can tell, so is our contract for monitoring.

We initially started service when it was known as Simplex Grinnell, but the company has changed hands many times. The current umbrella company is hard to work with and has many layers of customer service that are rarely helpful. When we need service we often wait a month or more and each visit from a technician costs about \$1000. At one point while waiting for service on our dialer, part of our monitoring was offline and we were informed by Johnson Controls that we would need to call the fire department ourselves in the event of a fire.

We tried repeatedly for months to find a representative who could give us a copy of our contracts since I was unable to find them in Nick's records. We never received a copy, and I only have one now because our testing and inspection contract was up for renewal.

Information

I reached out to two companies with local offices that provide fire monitoring and alarm inspection. Summit Fire Protection has an Iowa City office, and has been servicing the city's fire extinguishers for Public Works for several years. A representative from Summit Fire called me back as soon as I sent a request via contact form, and came out to the library the next day to inspect our equipment in person.

Elite Fire & Automation is based out of Hiawatha. He replied to my web request immediately via email, and asked for pictures of our existing panel so he could prepare the quote. On average he took a few days to reply to requests and did take longer to send us a quote, but was responsive to questions.

Our existing alarm panel uses a proprietary Simplex monitoring system via phone line. In order to change companies, we don't have to replace the whole panel but it will need to be converted into a cellular monitoring system. Both Summit and Elite are capable of performing this installation. As you can see in the table below, Summit will charge us a one-time installation fee, while Elite offered to install the cell dialer free of charge as long as we sign a three-year contract with them.

According to our last invoices from Johnson Controls, our monitoring contract renews annually. The end date listed on our last invoice was also August 31, 2025, but the start date was 2024. If we don't have an ongoing contract, it's possible the monitoring cost could increase at any point.

I've compiled the costs and projected over three and five years (the length of a Johnson Controls contract) below.

	Annual Monitoring	Annual Inspection	One-Time Dialer install	Annual cost	Annual cost over 3 years	Annual cost over 5 years
Johnson Controls (5 year contract)	\$658.30	\$478.14	n/a	\$1136.44	\$1136.44	\$1136.44
Summit Fire Protection (3 year contract)	\$600	\$280	\$750	\$880	\$1,130	\$1,030
Elite Fire & Automation (3 year contract)	\$660	\$375	Free w/ 3 year contract	\$1,035	\$1,035	\$1,035

As you can see, Johnson Controls is the most costly option as well as being difficult to work with and charging costly service fees. Summit Fire will cost us more up front and will be \$100 more by the end of the three-year contract, but it would potentially balance out if we renewed for longer. They were the fastest and most transparent of the three companies listed.

Recommendation

I recommend terminating our contract with Johnson Controls and selecting one of the other options. I will follow the board's guidance between Summit and Elite, since the cost is comparable.

PSA Renewal_West Branch Public Library_113134_September_2025_ -CPQ-974876

Planned Service Agreement



Johnson Controls Fire Protection LP 14200 E Exposition Ave Aurora CO80012-2540 USA Proposal Presented On: 06-17-2025





Customer #: 113134

West Branch Public Library

Date: 17-Jun-25

Proposal #: CPQ-974876
Term: 1-Sep-25 to 31-Aug-30
External Contract #: 568009 R02-

APR-2025

Subscription ERP #:

Billing Customer:

West Branch Public Library 300 N Downey St Po Box 460

WEST BRANCH, IA 52358-0460

Service Location:

West Branch Public Library 300 N Downey St,Po Box 460 West Branch, IA 52358-4713 Johnson Controls Fire Protection LP Sales Representative:

Thanhxuan Le 14200 E Exposition Ave Aurora CO 80012-2540 thanhxuan.thi.le@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION QUANTITY FREQUENCY INVESTMENT

SYSTEM-FA-SIMPLEX 4002

SIMPLEX 4002 SYSTEM Est. First Inspection: September

Main Fire Alarm PanelAnnualFire Alarm Battery Test (each)AnnualSmoke Sensor AddressableAnnualHeat Detector RestorableAnnualPull StationAnnualAudio-Visual Unit AddressableAnnual

FIRE ALARM ESSENTIAL SERVICE OFFER Total:

\$478.14

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **West Branch Public Library** and is effective **1-Sep-25** (the "Effective Date") to **31-Aug-30** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a multi-year rider on a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance	Signature :
	Date :

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$478.14 - **Proposal #:** CPQ-974876

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	09/01/2025 - 08/31/2026	\$478.14
2	09/01/2026 - 08/31/2027	\$478.14
3	09/01/2027 - 08/31/2028	\$478.14
4	09/01/2028 - 08/31/2029	\$478.14
5	09/01/2029 - 08/31/2030	\$478.14

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Company will still be permitted to invoice Customer for services per	formed, and Customer shall not dispute the validity of such invoices.
Customer Initials:	
Unless otherwise agreed to by the parties, pricing is based upon to via Email (), payment is Net 30, and invoices are to be paid via Email (). Transfer transfer details will be forth coming upon contractual agree	lectronic Funds Transfer. Johnson Controls Electronic Funds
This offer shall be void if not accepted in writing within thirty (30) of	days from the date first set forth above.
To ensure that JCI is compliant with your company's billing require	ements, please provide the following information:
	contract satisfies requirement
YES: Please refe	erence this PO Number:
	T
West Branch Public Library	Johnson Controls Fire Protection LP
Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Phone #:	Phone #:
Fax #:	Fax #:
Email:	License #: (if applicable)
Date:	Date:



TERMS AND CONDITIONS

- **1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."
- 2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of ICI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate



is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

- **4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
- 5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's

property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no quaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING. ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or



other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

- **6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's 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, Company 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.
- 7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.
- **8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,



- death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement. JCI may terminate the Services immediately upon notice to the Customer if |CI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. |CI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems. Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company 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.

- 10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.
- **11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

- Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.
- 12. Reports.Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.
- 13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.
- **14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's thencurrent hourly rate.
- **15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:



- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk: or
- asbestos, asbestos-containing material, formaldehyde or other
 potentially toxic or otherwise hazardous material contained in
 or on the surface of the floors, walls, ceilings, insulation or other
 structural components of the area of any building where work is
 required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer.Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during

16. Other Services.

performance of the Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; changes and/or relocating, programming remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Serviceseach means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart



device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or quarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

- **17**. **Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:
- **A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/ Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industryrecognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT



LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by **Customer that Company is not an insurer and that insurance** coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE **CUSTOMER OR ANY THIRD PARTY.** In no event shall Company

and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

- **D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.
- **E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:
- **i.** Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises



and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

- iv. Customer shall promptly reset the System after any activation.
- v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.
- vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.
- vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

- i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.
- **ii. Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.
- **iii. Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.
- iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE 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 TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR



OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE. INCLUDING CELLULAR OR PRIVATE RADIO. ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE): AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE. COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE. OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT **CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION** ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES. AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by



Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/ digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Terms Service forth Company of set www.johnsoncontrols.com/buildings/legal/digital/

generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited



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

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

- **22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.
- **23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.
- 24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, guarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical outages. interruptions or degradations telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed



as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

- **26. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.
- **27. Termination**. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,



unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

- **28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.
- **29. Default.** An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. 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. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

- **31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.
- **32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.
- **33. Headings.** The headings in this Agreement are for convenience only.
- **34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
- **35. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.



- **36. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.
- **37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.
- 38. Privacy. A. Company as: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https:// www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.
- **39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.
- **40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of thealarm system, the alarm company shall thoroughlyinstruct the purchaser in the proper use of the alarmsystem. Failure by the licensee, without legal excuse, to substantially commence work within 20 days fromthe approximate date specified in the agreementwhen the work will begin is a

violation of the AlarmCompany Act: NY Licensed by N.Y.S.

Department of the State: TX Texas Commission on Private

Security,5805 N. Lamar Blvd., Austin,

78752-4422,512-424-7710.License numbers available

atwww.johnsoncontrols.com or contact your local Johnson Controls

office.



D-U-N-S 09-4738007 FED. ID 58-2608861

District # 320 11318 Aurora Ave URBANDALE, IA 50322-0000 515-278-4100

Bill To: 320-00463257

300 N Downey St

Po Box 460

West Branch Public Library

WEST BRANCH IA 52358-0460

INVOICE NO.

24247795

Send To LOCAL

INVOICE DATE 08-01-24 CUSTOMER PO

Johnson Controls Fire Protection LP



CONTRACT# 568009

MODIFIER R02-MAY-2020

PAYMENT TERMS

NET 30

Ship To: 320-00463257

West Branch Public Library 300 N Downey St Po Box 460 WEST BRANCH IA 52358-0460

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards. *Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Requestors Name:

Hildreth, Heather

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
WEST BRANCH PUBLIC LIBRARY 300 N. DOWNEY ST. 00463257	01-SEP-20	31-AUG-25

INVOICE NOTES:

This invoice is the annual SimplexGrinnell service contract for the period of September 1st to August 31st. This agreement includes one 100% inspection of your fire alarm system to be performed in September. All other services are billable.

031-5-4-410-6310 fin alarm test + insection

Total Contract Amount

\$1,956.03

Amount Of Current Invoice -Sales Tax Total Amount Included

Payment Received

\$391.19 \$0.00

\$391.19

\$0.00

Total Amount Due

\$391.19

Johnson W Controls

REMITTANCE COPY

please tear off and return this portion with your payment - write invoice no. On your check

TOTAL AMOUNT DUE

\$391.19

West Branch Public Library

320-00463257 HIP TO:

Vest Branch Public Library 320-00463257

INVOICE NUMBER: 24247795

INVOICE DATE: 08-01-24

CUSTOMER P.O.:

To Pay by Electronic Funds Transfer (EFT): Account Name: JOHNSON CONTROLS FIRE PROTECTION LP

Account Number; 0001195680 Account Type: Checking Bank's Name: BNY Mellon, NA Address: 500 Ross Street, Pittsburgh, PA 15262-0001

Transit Routing Number: 043000261

EMIT TO

Johnson Controls Fire Protection LP Dept. CH 10320

?alatine , IL 60055-0320

1000039119224247795



District # 320 11318 Aurora Ave URBANDALE, IA 50322-0000 515-278-4100 Johnson Controls Fire Protection LP

INVOICE NO.

24247795



DATE OF INVOICE 08-01-24

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
'ire Alarm Test &	01-SEP-24	31-AUG-25	300 N Downey St, Po	SYSTEM-FA-SIMPLEX 4002	1	SIMPLEX 4002 SYSTEM	\$391.19
nspect			Box 460, WEST	2099-9754	3	MANUAL STATION - SINGLE	
			BRANCH, IA			ACTION	
				2901-9838	3	HORN, 24VDC, RED,	
	1					SURFACE	
				4904-9105	3	STROBE ONLY 24VDC WALL	
						MTD	
				4002-9101	1	PRE-CONFIG'D 4002-8001	
				S/N U44100		CLASS B	
				2098-9201	9	DET/PHOTO LOW PRO 2.6%	
				2098-9211	9	DETECTOR BASE 2-WIRE	
				4098-9402	2	HEAT DETECTOR 135 ROR	
				4098-9403	1	HEAT DETECTOR 200 FT	
				2770-9000	1	DET/SEC, DIALER-AUTO 2	
				· ·		CHAN 612	
		1				-	



D-U-N-S 09-4738007 FED, ID 58-2608861

District # 320 11318 Aurora Ave URBANDALE, IA 50322-0000 515-278-4100

Bill To: 320-00463257

300 N Downey St

Po Box 460

West Branch Public Library

WEST BRANCH IA 52358-0460

Send To LOCAL

INVOICE NO. 24247823 INVOICE DATE 08-01-24 Johnson Controls Fire Protection LP CUSTOMER PO

CONTRACT # 569584

MODIFIER R02-APR-2024

PAYMENT TERMS

NET 30

Ship To: 320-00463257

West Branch Public Library 300 N Downey St Po Box 460 WEST BRANCH IA 52358-0460

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards. *Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Requestors Name:

Hildreth, Heather

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
WEST BRANCH PUBLIC LIBRARY 300 N DOWNEY ST 00463257	01-SEP-24	31-AUG-25

INVOICE NOTES:

031-5-4-410-6310 fin alam monitoring Ju M.

\$658.30 Amount Of Current Invoice -\$658.30 Total Contract Amount \$0.00 Sales Tax \$658.30 Total Amount Included \$0.00 Payment Received

Total Amount Due

\$658.30



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE

\$658.30

West Branch Public Library 320-00463257

HIP TO: West Branch Public Library 320-00463257

Palatine , IL 60055-0320

INVOICE NUMBER: 24247823

INVOICE DATE: 08-01-24

CUSTOMER P.O.:

To Pay by Electronic Funds Transfer (EFT): Account Name: JOHNSON CONTROLS FIRE PROTECTION LP

Account Number: 0001195680 Account Type: Checking Bank's Name: BNY Mellon, NA Address: 500 Ross Street, Pittsburgh, PA 15262-0001

Transit Routing Number: 043000261

REMIT TO:

Johnson Controls Fire Protection LP Dept. CH 10320

8000065830024247823

ten version report in their,



District # 320 11318 Aurora Ave URBANDALE, IA 50322-0000 515-278-4100 Johnson Controls Fire Protection LP

INVOICE NO.

24247823



08-01-24

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
LARM & DETECTION-	01-SEP-24	31-AUG-25	300 N Downey St, Po Box 460, WEST BRANCH, IA	SYSTEM-FA-SIMPLEX 4002 FA-MONITRNG	1	SIMPLEX 4002 SYSTEM ** IB ONLY ** MONITORING	\$658.30
	a management of the state of th	A CANADA CONTRACTOR OF THE CON			days .		The state of the s
					A CANADA AND A CAN		
	and the second s						
		L. L. A.					
					A LA		



Summit Fire Protection Co.

4161 Naples Ave SW	
Iowa City, IA 52240	
(319) 665 - 4330	
NBohnstengel@SummitFire.com	

ALARM MONITORING SERVICES AGREEMENT

Quote No: Subscriber: Street Address:	0421916 West Branch Public Library 300 N Downey St West Branch, IA 52358	Contact: Billing Address:	Jessie 300 N Downey St West Branch, IA 52358	
Telephone:	319-643-2633	Email:	director@wbpl.org	

Monitoring Services, as defined in the attached terms and conditions, to be provided for the following Electro-Protective Systems at the Subscriber address set forth above for the price set forth below ("Monitoring Fee"):

Your premises contact list form noted below as Exhibit "A" will be sent in a separate email from your Summit sales professional. Please fill out in entirety and return to us in order to finalize the account setup.

Monitoring Type	Qty	Annual Price per Unit	Total Annual Price
Monitoring - Fire Alarm - Wireless 🔽	1	600	\$600.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$600.00

BY SIGNING BELOW, THE SUBSCRIBER HEREBY AUTHORIZES [Summit Company] AND/OR ITS SUBSIDIARIES ("SUMMIT") TO PERFORM THE MONITORING SERVICES ACCORDING TO THE ATTACHED TERMS AND CONDITIONS DESCRIBED ABOVE AND CERTIFIES THAT: (I) THE INFORMATION PROVIDED ABOVE AND/OR ATTACHED TO THIS AGREEMENT IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF SUBSCRIBER'S KNOWLEDGE; (II) THE SIGNOR HAS THE AUTHORITY TO AUTHORIZE THE MONITORING SERVICES REQUESTED PURSUANT TO THIS AGREEMENT; AND (III) THE SUBSCRIBER HAS READ THIS ENTIRE AGREEMENT AND AGREES TO COMPLY WITH AND BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THOSE AS MAY BE PROMULGATED BY SUMMIT FROM TIME TO TIME.

Amount per Billing:

\$600.00

Billing Frequency: Annual

TERMS AND CONDITIONS OF ALARM MONITORING SERVICES AGREEMENT

- 1. **Subscriber Representation.** Subscriber represents that it has certain electro-protective system(s) installed at the premises set forth above which are owned or occupied by Subscriber (the "Premises") and in connection with such installation requests Monitoring Services (as defined below) for such electro-protective system(s). If Subscriber occupies but does not own the Premises, Subscriber represents that it has the authority to enter this agreement on behalf of any owner or owner's representative of the Premises. The parties agree that Summit shall provide such Monitoring Services for Subscriber pursuant to this Agreement.
- 2. **Subscriber Information.** Subscriber acknowledges and understands that Summit has subcontracted another company (the "Subcontractor") to perform the Monitoring Services on behalf of Summit and that Subcontractor is in the business of providing Monitoring Services for Subscribers who have electro-protective systems. Subscriber further understands that Summit and Subcontractor require certain basic information about Subscriber's electro-protective system(s) and acknowledges that it has completed Exhibit A of this Agreement requesting such information and that Summit and Subcontractor, in performing obligations under this Agreement, will rely solely on the information provided by Subscriber in Exhibit A. Moreover, Subscriber has a continuing obligation to update the information Summit and Subcontractor require be provided on Exhibit A in advance of such information changing. Summit is not responsible for issues that arise from inaccuracies of the required information on Exhibit A or Subscriber's failure to update Exhibit A to reflect any changes.
- 3. Maintenance of the Systems. The electro-protective system(s) at Subscriber's Premises is not the property of Summit or Subcontractor and such system shall be maintained by Subscriber at Subscriber's sole cost and expense in good working order unless maintenance service is furnished from Summit via a separate agreement. Summit will not perform any maintenance, construction, or installation for Subscriber pursuant to this Agreement. Subscriber further agrees that Subscriber shall be responsible for all maintenance, construction, installation, repair, replacement, and insurance of the electro-protective system(s) and all costs and expenses associated therewith.
- 4. **Scope of Work.** Subscriber agrees that Summit's and Subcontractor's sole and only obligation under this Agreement is to monitor signals received by means of the electro-protective system(s) located at Subscriber's Premises and, through Subcontractor, make commercially reasonable efforts to send notification of the alarm promptly to the police, fire, or other authorities and to the person or persons whose names, email addresses and or telephone numbers are provided to Summit by Subscriber ("Monitoring Services"), unless there is a reason to assume that an emergency condition does not exist.
- 5. **Subscriber Payment.** Subscriber agrees to pay to Summit, in addition to any other fees set forth herein, the Monitoring Fee immediately upon receipt of invoice. At the commencement of each Renewal Period, Summit shall have the right to increase the charges provided herein, including the Monitoring Fee, to reflect increases in federal, state, and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Summit and are related to the Monitoring Services. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by an amount not to exceed five percent (5%) per year and Subscriber agrees to pay such increase as invoiced. Subscriber agrees that Summit shall have the right to perform a credit analysis of Subscriber in its sole discretion as a condition to this Agreement. Notwithstanding the foregoing payment terms, Summit further shall have the right to amend or change such terms based on the results of such credit analysis. Summit shall provide written notice of any change in payment terms to Subscriber. If Subscriber fails to pay the full amounts due within ten (10) days of the date of the invoice, Subscriber shall pay interest at the rate of 1.5% per month on all amounts not paid by their due date, plus an initial late fee of 5% of the outstanding balance. If such amounts remain unpaid for thirty (30) days from the date of the invoice, Summit may, at its option, terminate this Agreement upon written notice to Subscriber.
- 6. **Waiver.** In addition to the service fee, Subscriber further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this Agreement as further consideration for Summit performing Monitoring Services.
- 7. Taxes, Fees, Licenses. In addition to the Monitoring Fee, Subscriber agrees to pay all municipal, state, and federal taxes,

sales taxes, assessments or fees which are now or hereinafter applicable to Subscriber's electro-protective system(s), as well as any telephone lines; internet or connecting fees for the electro-protective equipment. Summit shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Subscriber's Premises. Summit shall not be responsible for any fee, licenses, or taxes imposed by any government authority.

- 8. **Equipment.** Summit does not own or maintain pursuant to this Agreement any equipment at Subscriber's location, along the path of the signal, or at the central monitoring station. Subscriber shall be responsible to pay for repairs (at then prevailing rates) or replacement of the communication equipment required for proper relay of signals for any reason at its location. Summit may provide service and repair at the Subscriber's option pursuant to a separate contract if such service and repair is needed. It is the responsibility of the Subscriber, subscriber's representative, or authorized delegate to ensure that the systems are tested, inspected, and maintained as required by all applicable NFPA72 codes.
- 9. Attorney Fees and Costs; Waiver of Jury Trial. If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, Summit shall be entitled to recover from Subscriber the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees and costs. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.
- 10. **Term and Termination.** Subject to the provisions of paragraph 5 and this paragraph, the term of this Agreement is three (3) years beginning on the date Summit executes this Agreement ("Term") and shall be automatically renewed for successive equal periods ("Renewal Period"), unless either party terminates this Agreement by written notice sent not less than thirty (30) days before expiration of the original term or any Renewal Periods thereof. Upon renewal of all terms, Subscriber shall pay the amount according to the terms and conditions set forth in this Agreement. This Agreement may be terminated by Summit: (i) at any time, upon ten (10) day's written notice, if, in Summit's sole discretion, an excessive amount of false alarms occur during the term of this Agreement or any Renewal Period thereof (false alarm fees or penalties imposed by municipalities or any third party shall be incurred at Subscriber's own cost and expense); (ii) without prior notice, at the option of Summit, (A) in the event that Subcontractor's receiving facility, connecting wires or equipment are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue the Monitoring Service, or from lack of signal service beyond the control of Summit or its Subcontractor, or (B) if the rendering of the Monitoring Service is not possible for any other reason beyond the control of Summit or its Subcontractor. As an example, and not an exclusive list, possible signal service issues that could lead to termination are the failure or the signal service company to maintain adequate signal strength or consistent signal strength to meet appropriate standards for such services in the jurisdiction.

Subscriber agrees that the charges due under this Agreement are based on expected payment by Subscriber in full for the full Term or then-current Renewal Period. Summit has relied upon Subscriber's intention to make such payments and incurred costs in deciding to enter this Agreement. If Subscriber terminates this Agreement in any manner other than as expressly allowed herein (an "Early Termination"), the Subscriber agrees to pay, as accelerated, reasonable damages, an amount equal to 90% of the remainder of all payments due for the unexpired term. This amount is a reasonable estimate of the damages suffered by Summit for Early Termination and is not a penalty. The amount is owed by Subscriber immediately and in full. The unexpired term or Renewal Period is subject to acceleration and becomes immediately due. Subscriber agrees that the sale, conveyance, or transfer of the Premises (if owned by Subscriber) shall constitute an Early Termination unless: (i) Summit receives written notice thereof at least thirty (30) days prior to such sale, conveyance, or transfer; (ii) the purchaser agrees to assume this Agreement; and (iii) Summit consents to such assumption by the purchaser in its sole discretion. Subscriber further shall not assign this Agreement without the prior written consent of Summit, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation or reorganization of Subscriber, transfer of Subscriber's business and assets which includes the occupation of the Premises, and the sale or transfer of more than forty percent (40%) of the equity ownership interest in Subscriber.

11. False Alarms and Signal Interruption. If Subscriber's electro-protective system(s) is damaged or functioning so that false alarms are transmitted with unreasonable frequency, Summit may choose in its sole discretion to (i) suspend its obligations under this Agreement until such system is repaired, or (ii) terminate this Agreement. If Summit elects to suspend its obligations, it will first notify Subscriber of the suspension and then the local authorities having jurisdiction.

Subscriber understands that the signals from the electro-protective system(s) are transmitted through telephone signals to Subcontractor (by landline, VoIP (voice over internet protocol), cellular, or similar technology, as determined by Subscriber). Regardless of the type of technology used by Subscriber for telephonic services, Subscriber understands and agrees that neither Summit nor Subcontractor is, nor can they, be responsible for any monitoring during periods when either Subscriber's or Subcontractor's communication transmissions are not working, are not for any reason able to receive or transmit signals from the electro-protective system(s), or are existing under any condition that would make it impossible to transmit signals from the Subscriber's Premises to Subcontractor.

Subscriber further acknowledges and agrees that signals that are transmitted over telephone lines are wholly beyond the jurisdiction of Summit and Subcontractor and are maintained and serviced by the applicable telephone company or utility. Additionally, Subscriber recognizes that local providers of telephone services may add, delete, or change area code prefix numbers and that doing so may require some corrective activity by Subcontractor or Summit to assure accurate and timely processing of alarm signals from Subscriber's Premises. Summit may, therefore, at its discretion, charge, and Subscriber agrees to pay, a one-time fee associated with any such corrective action by Summit or Subcontractor necessitated by such area code changes, which may include without limitation, file reviews, database corrections, and computer base changes.

- 12. **Excluded Losses.** Neither Summit nor Subcontractor shall be responsible for losses or damages suffered by Subscriber and caused by:
 - (a) defects or deficiencies in the electro-protective system(s) owned by Subscriber;
- (b) delay in response time or failure to respond by any person or authority notified by Subcontractor according to Subscriber's instructions in this Agreement; or
 - (c) service or repairs performed by service organizations.
- 13. **U.L. Certification.** In the event the Subscriber's electro-protective system(s) is U.L. certified, Subscriber shall pay Summit prevailing initial and renewal certificate fees. If the System activates without evidence of the necessity for the activation and Summit dispatches a service agent, the Subscriber agrees to pay Summit's then current rates for the dispatch. U.L. certificated systems satisfy the requirement of U.L. for the stated class and grade as of the date of installation. If U.L. adopts new or different specifications for the certificate issued, Summit shall, upon written notification from the Subscriber, perform necessary services to satisfy the new or different specifications of U.L. for the certificate issued and Subscriber shall pay all costs thereof at Summit then current rates.
- 14. Limitation of Liability. It is understood that neither Summit nor Subcontractor are insurers, that insurance, if any, shall be obtained by and be the sole responsibility of Subscriber and that the amounts payable to Summit hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and such amounts are in no way related to the value of the electro-protective system(s) or any other real or personal property located at the Premises. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Summit or Subcontractor to perform any of the obligations set forth herein, specifically including without limitation any act or omission relating to downloading technology monitoring goods or services. Subscriber does not desire that this Agreement provide for full liability of Summit or Subcontractor and agrees that Summit and Subcontractor shall be exempt from liability for loss or damages due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or avert, that if Summit and/or Subcontractor shall be found liable for loss or damage due to a failure of service in any respect, their liability shall in the aggregate be limited to, in their

sole discretion, either (i) replacement or repair of any defective equipment, or (ii) as liquidated damages and not as a penalty, the greater of a sum equal to one-half the annual service charge paid by Subscriber or \$500. The provisions of this paragraph shall apply as the exclusive remedy if loss or damage, irrespective of the cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed under this Agreement or from negligence, active or otherwise, of SUMMIT and/or Subcontractor and their agents or employees. IN NO EVENT SHALL SUMMIT OR SUBCONTRACTOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

- 15. **Indemnity.** Subscriber agrees to indemnify, defend, and hold harmless, summit, subcontractor, and their employees and agents from and against all claims, suits, causes of action, liability, costs, damages, and expenses, including reasonable attorney's fees, incurred or alleged to have been incurred by or caused to any person, entity, or thing as a result, directly or indirectly, of any of the goods and/or services, including, but not limited to the monitoring services, sold, performed or covered by this agreement, whether such claims or lawsuits are based upon alleged active or passive negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of summit, subcontractor, their agents, servants, assigns or employees.
- Warranty Disclaimer. Summit does not represent or warrant that the electro-protective system(s) may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it was installed or intended. Subscriber acknowledges and agrees that Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the condition of the equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description on the face hereof. Subscriber further acknowledges and agrees: (a) that Summit is not an insurer, (b) that Subscriber assumes all risk of loss or damage to Subscriber's Premises or to the contents thereof, and (c) that Subscriber has read and understands all of this Agreement, particularly paragraphs 13 and 14, which set forth limitation of liability and indemnification provisions in the event of any loss or damage to Subscriber or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT SUMMIT DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. SUMMIT AND SUBSCRIBER FURTHER UNDERSTAND AND AGREE THAT SUMMIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN THIS AGREEMENT AND THAT NO REPRESENTATIVE OF SUMMIT OR SUBCONTRACTOR HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.
- 17. **Assignability.** Summit shall have the right to assign this Agreement to any other person, firm, or corporation without notice to Subscriber and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Subscriber may not assign this Agreement without the prior written consent of Summit.
- 18. Complete Agreement, Severability, Choice of Law, Choice of Venue. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement with attachments supersedes all prior representations, understandings, or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. It shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent, and no oral modification of this Agreement shall be enforceable. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. If any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect. Any notice required to be given by each of the parties to this Agreement to the other must be in writing and mailed by certified mail, return receipt requested, addressed to the party at the address shown in this Agreement. This Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the Commonwealth of Virginia, irrespective of Virginia's conflict of laws provisions. Subscriber irrevocably agrees to the exclusive jurisdiction of the state or federal courts of the Commonwealth of Virginia for proceedings between the parties hereto, and

Subscriber irrevocably agrees to service of process via certified mail, return receipt requested, to Subscriber at the address set forth herein. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Subscriber in any jurisdiction in the United States in which Subscriber conducts business.

19. **High signal usage**. If Summit incurs any new or increased charges for the communication lines or services, increased signals due to deficiencies and high communication usage of signals due to improper working equipment, these costs will be payable by the Subscriber in lump sum or increased monthly charges from Summit at Summit's discretion. The Subscriber also agrees to pay any false alarm fines or assessments, permits, tax increases or fee relating to any governmental body.

The Subscriber will not permit any person unauthorized by Summit to alter, remove, or tamper with any system equipment and will safeguard the equipment against loss and damage during the term of this agreement. Deficiencies found during scheduled servicing, test and inspections or monitoring daily reports must be repaired immediately to ensure the control panel and communication equipment is returned to normal operating conditions. Such repairs will be pursuant to a separate contract if performed by Summit. Subscriber also agrees it is not Summit's responsibility to repeatedly remind the Subscriber of any ongoing issues—a single notice is sufficient. If Summit incurs unreasonable added labor hours and costs from the central station due to any ongoing signals the Subscriber agrees to pay the costs incurred.

Subscriber Info

Signing below acknowledges review and	acceptance of pages 1-6 and Exhibit A of this Agreement
Subscriber Representative's Signatu	re:
Subscriber Representative's Nan	ne:
Tit	tle:
Da	te:
Sum	mit Fire Protection Co.
Summit Manager's Name:	
Nate:	



Monitoring Information Sheet

Customer Name: West Branch Public	Library	Phone # <u>319-64</u>	<u>43-2633 </u>
Property Address: 300 N Downey St, V	Nest Branch, IA 52358,	Cell #	
Billing Address: 300 N Downey St, W	est Branch, IA 52358,	_{Email:} director@wb	pl.org
		g Over Existing Equipment	
Alarm system will communicate the followin ✓ Fire ☐ Security ☐ Area of Refuge			
Communication By: POTS Digital	_		
Location of the Control Panel and/or Comm			
Brand of Control Panel and/or Communicat			_
Onsite Contact if different than Primary lists Special Notes:			
Check if a separate/additional Point or zo AUTH (Individuals to be notified of signals	HORIZED INDIVIDUALS TO BE N	NOTIFIED	
Name Email	Pł	hone # Pin/Password	SMS/Text
1)			Ш
,			
3)			-
4)			_ Ц
5)			
<u> </u>			
Subscriber's Name Printed		Summit Manager's Name	
Subscriber's Signature		Summit Manager's Signatu	ıre
Date		Date	
	Administrative Use		
Entered By	Elevator C/S Account #'s	_	
AR#	Security C/S Account #'s		
Date Online	Area Of Refuge Account #'s		
Central Station (C/S) Used	Other Account #'s		
Fire Alarm C/S #			

SERVICE AGREEMENT

Branch Office 4161 Naples Ave SW Iowa City, IA 52240 (319) 665 - 4330



Corporate Office 575 Minnehaha Avenue W. St. Paul, MN 55103 (651) 251-1880

Agreement # 0421911

Date: **7/24/2025**

Summit Fire Protection Co. ("Summit Fire Protection") is presenting an **Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

including the it	tems indicated below.							
CLIENT				SERVICE LOCATION				
Name:	West Branch Public Library			Name:	West Branch Public Library			
Address:	300 N Downey St			Address: 300 N Downey St				
	West Branch, IA 52358				West Branch, IA 52358			
Contact:	Jessie			Contact 1:				
Phone:	319-643-2633	Cell:		Phone:	319-643-263	3 Cell:		
E-mail:	director@wbpl.org		1	Contact 2:			<u></u>	
A/R Email:	director@wbpl.org			Phone:		Cell:		
			INSPECTIONS &	-	•		-!	
DESCRIPTION	ON		INSPECTIONS &		EDECLIENCY	MONTH	VALUE	
Cell Dialer I				QTY	FREQUENCY		\$750	
Cell Dialei 1	iiistaiiatioii			1	One-Time	August	\$750	
							_	
							_	
EXCLUSION	C.			CHMMADY				
	rges, Extinguisher & An	scul 6/12 year test in	niscellaneous	SUMMARY:				
	al charges may apply if			+				
•	ammed to the factory de		t available	+				
	npliance Engine Fees (if			1				
•	· · · · · · · · · · · · · · · · · · ·			<u> </u>				
Initial Term	: 1 Yea	r			_	reement may vary		
From:	8/1/2025 Thru	ı: 7/31/202 6	5	inspection.	Additional unit	pricing would appl	y.	
Presented By		. 7/31/2020	,	Total Annu	al Investmen	·	\$75	
				,				
Nick Bohnst	tengel				_	nt is limited to INSP		
NBohnstengel(@SummitFire.com					with the State Fire		
Fire Life Saf	fety Sales Represe	ntative				additional maintena		
4161 Naples	Ave SW			alterations will be made only upon receipt of such orders by an				
Iowa City, IA	52240			authorized person, at Summit Fire Protection's prevailing rates. Payment is due 30 days from date of billing or payment at time of				
	Protection Co.			, , , , , , , , , , , , , , , , , , , ,				
Cell Phone: 515-491-3088				service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable				
Direct Phone: 515-304-2880				Department.	formation being s	submitted to Account	s Receivable	
Signature:				GENERAL CONDITIONS: The General Conditions attached to this				
Date: 7/24/2025				Agreement are incorporated herein and made a part of this				
	, ,				•	of this Agreement b		
	Contrac	ct Acceptance:		•	•	atically be part of this		
		-		7	mit Fire Protection		•	
Client:			The above prices, specifications and conditions, and the attached					
				1		accepted. Summit		
				⊣		k as specified. Clien		
Signature:		Date:			•	erstands this Agreem	-	
o.g.iacaici		15000				. J 20		
				Z	General Condition	one on Pago 2	NB	
				3ee '	General Condition	ons on raye z		

SUMMIT FIRE PROTECTION CO. INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire Protection," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

- 1. <u>Payment</u>. Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. <u>Term/Renewal Pricing</u>. The initial term of the Agreement shall be a 1, 2, 3, 4, or 5 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire Protection notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement shall automatically be increased by five percent (5%) per year.
- 3. Changes. Any changes to the Services to be provided by Summit Fire Protection during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire Protection and Client, which may include, among other terms, a change in the Fees.
- 4. Taxes. Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire Protection and shall be in addition to the Fees.
- 5. <u>Unavoidable Delays.</u> To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire Protection.
- 6. Access. Client shall allow Summit Fire Protection to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire Protection personnel
- 7. <u>Limitation of Liability and Remedies.</u> The Services provided under this Agreement are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire Protection to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire Protection under this Agreement, Client agrees that the maximum liability of Summit Fire Protection shall not exceed School or or an amount equal to the Fees, whichever is greater, and Client expressly, waives any right to a make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire Protection.
- 8. Client's Failure to Pay. If Client fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire Protection may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire Protection for all reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Agreement.
- 9. <u>Binding Arbitration Agreement</u>. Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire Protection, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of this Services and termination of this Agreement.
- 10. <u>Miscellaneous</u>. The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Each party waives the right to a so therwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement insides such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.

4-2024

INSPECTION SERVICE AGREEMENT

Branch Office 4161 Naples Ave SW Iowa City, IA 52240 (319) 665 - 4330



Corporate Office 575 Minnehaha Avenue W. St. Paul, MN 55103 (651) 251-1880

Agreement # 0421981

7/24/2025 Date:

		LICHT		INCREC	TION LOCATION		
		LIENT			TION LOCATION		
Name:	West Branch Publi	ic Library	Name:	West Branch Public Library			
Address:	300 N Downey St		Address:	300 N Down			
Ct	West Branch, IA 5	2358		West Branch	i, IA 52358		
Contact:	Jessie	C-II-	Contact 1		22 6-11-	1	
Phone: E-mail:	319-643-2633 director@wbpl.org	Cell:	Phone:	319-643-263	33 Cell:		
			Contact 2	-	Calle		
A/R Email	director@wbpi.org		Phone:	ļ	Cell:		
		INSPECT	IONS & TESTING				
DESCRIPT	ION		QTY	FREQUENCY	MONTH	VALUE	
Fire Alarm	System(s)		1	Annual	September	\$280	
			-				
EXCLUSIO	NS:		SUMMARY:				
		ul 6/12 year test, miscellaneous					
parts, Additio	mal alcanesa marcanalis if a						
	nai charges may apply it p	panel code(s) are not available					
	rammed to the factory def						
or not reprog		ault.					
or not reprog Inspection Co	rammed to the factory deformpliance Engine Fees (if a	iault. applicable).	Quantities	noted on this ac	reement may vary	hased on actua	
or not reprog Inspection Co Initial Terr	rammed to the factory deformpliance Engine Fees (if a	fault. applicable). S		-	greement may vary pricing would appl		
or not reprog Inspection Co Initial Terrom:	rammed to the factory deformpliance Engine Fees (if a m: 3 Years 8/1/2025 Thru:	rault. applicable). S	inspection.	Additional unit	pricing would appl	у.	
or not reprog Inspection Co Initial Terr From: Presented E	m: 3 Years 8/1/2025 Thru:	fault. applicable). S	inspection.	-	pricing would appl	у.	
or not reprog Inspection Co Initial Terrom:	m: 3 Years 8/1/2025 Thru:	fault. applicable). S	inspection. Total Ann ACCEPTANG	Additional unit ual Investmen CE: This Agreeme	pricing would apple it: ent is limited to INSPE	y. \$28 ECTION SERVICE	
or not reprog Inspection Co Initial Terrom: Presented E Nick Bohns	m: 3 Years 8/1/2025 Thru:	fault. applicable). S	inspection. Total Annu ACCEPTANG ONLY perform	Additional unit ual Investmen CE: This Agreeme med in accordance	pricing would appliat: ent is limited to INSPE e with the State Fire of	\$28 SECTION SERVICE Code as indicated	
or not reprog Inspection Co Initial Terrom: Presented E Nick Bohns NBohnstenge	m: 3 Years 8/1/2025 Thru: sy: stengel Game SummitFire.com	fault. applicable). 5 7/31/2028	inspection. Total Annu ACCEPTANG ONLY perform by items che	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any	pricing would appliat: ent is limited to INSPE e with the State Fire or additional maintenar	\$28 ECTION SERVICE code as indicated nce, repairs or	
or not reprog Inspection Cc Initial Terrom: Presented E Nick Bohns NBohnstenge Fire Life Sa	m: 3 Years 8/1/2025 Thru: sy: stengel afety Sales Represen	fault. applicable). 5 7/31/2028	inspection. Total Annu ACCEPTANG ONLY perform by items che alterations w	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any will be made only u	pricing would appliat: ent is limited to INSPE e with the State Fire or additional maintenar upon receipt of such of	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an	
or not reprog Inspection Co Initial Terrom: Presented E Nick Bohns NBohnstenge Fire Life Sa 4161 Naple	m: 3 Years 8/1/2025 Thru: by: stengel el@SummitFire.com afety Sales Represen s Ave SW	fault. applicable). 5 7/31/2028	inspection. Total Annu ACCEPTANG ONLY perform by items che alterations we authorized p	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only uerson, at Summit	pricing would applicate: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Fire Protection's previous applications.	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an vailing rates.	
or not reprog Inspection Co Initial Terrom: Presented E Nick Bohns NBohnstenge Fire Life Sa 4161 Naple Iowa City, I	m: 3 Years 8/1/2025 Thru: by: stengel el@SummitFire.com afety Sales Represen s Ave SW A 52240	fault. applicable). 5 7/31/2028	inspection. Total Annu ACCEPTANG ONLY perform by items che alterations wathorized p Payment is of	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from	pricing would applicate: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Fire Protection's previous of billing or payres.	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an vailing rates. ment at time of	
or not reprog Inspection Co Initial Terrom: Presented E Nick Bohns NBohnstenge Fire Life So 4161 Naple Iowa City, I Summit Fi	m: 3 Years 8/1/2025 Thru: by: stengel el@SummitFire.com afety Sales Represents Ave SW A 52240 re Protection Co.	fault. applicable). 5 7/31/2028	inspection. Total Annu ACCEPTANG ONLY perform by items che alterations wathorized p Payment is offered service. Service and service of the	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent	pricing would applicate: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Fire Protection's previous of completion of crecipitation.	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an vailing rates. ment at time of dit application or	
or not reprog Inspection Co Initial Terrom: Presented E Nick Bohns NBohnstenge Fire Life Sa 4161 Naple Iowa City, I Summit Fi Cell Phone:	m: 3 Years 8/1/2025 Thru: by: stengel el@SummitFire.com afety Sales Represens A VE SW A 52240 re Protection Co. 515-491-3088	fault. applicable). 5 7/31/2028	inspection. Total Annu ACCEPTANG ONLY perform by items che alterations we authorized por Payment is conservice. Service credit card in	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent nformation being s	pricing would applicate: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Fire Protection's previous of billing or payres.	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an vailing rates. ment at time of dit application or	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Si 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon	m: 3 Years 8/1/2025 Thru: by: stengel el@SummitFire.com afety Sales Represents Ave SW A 52240 re Protection Co.	fault. applicable). 5 7/31/2028	inspection. Total Anni ACCEPTANG ONLY perforing by items che alterations we authorized prepayment is conservice. Service and items of the service is conservice. Service is conservice in the prepartment.	Additional unit ual Investmen CE: This Agreeme med in accordance ccked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent offormation being s	pricing would appliant: ent is limited to INSPE e with the State Fire or additional maintenar upon receipt of such or Fire Protection's prey date of billing or pay on completion of creo submitted to Accounts	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an evailing rates. ment at time of dit application or s Receivable	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Si 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature:	m: 3 Years 8/1/2025 Thru: by: stengel el@SummitFire.com afety Sales Represens A VE SW A 52240 re Protection Co. 515-491-3088	fault. applicable). S 7/31/2028 atative	inspection. Total Anni ACCEPTANG ONLY perforing by items che alterations we authorized programme to service. Service credit card in Department. GENERAL CO	Additional unit ual Investmen CE: This Agreeme med in accordance ccked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent nformation being s ONDITIONS: Th	pricing would appliant: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Fire Protection's previous of completion of creo submitted to Accounts the General Conditions	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an vailing rates. ment at time of dit application or s Receivable s attached to this	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Si 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon	stengel solve Sales Represents Ave SW A 52240 re Protection Co. 515-491-3088 e: 515-304-2880	fault. applicable). S 7/31/2028 atative	inspection. Total Annument of Acceptance of Street of S	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent nformation being s ONDITIONS: The are incorporated h	pricing would appliant: ent is limited to INSPE e with the State Fire or additional maintenar upon receipt of such or Fire Protection's prey date of billing or pay on completion of creo submitted to Accounts	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or s Receivable statached to this rt of this	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Si 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	fault. applicable). S 7/31/2028 atative	inspection. Total Annument of Acceptance of Street of Street of Street of Street of Street of Agreement of Agreement.	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The are incorporated h Upon acceptance	pricing would appliant: ent is limited to INSPE e with the State Fire or additional maintenar upon receipt of such or Fire Protection's previous of billing or pay on completion of creo submitted to Accounts the General Conditions arerin and made a pair	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or s Receivable statached to this rt of this y Client, the	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Si 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	Tault. Tapplicable). Total (1988) Total (inspection. Total Annumental Acceptance ONLY perform by items che alterations we authorized performed in the control of the c	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The are incorporated h Upon acceptance	pricing would appliat: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Erice Protection's previous of completion of creo submitted to Accounts the General Conditions therein and made a pair e of this Agreement by atically be part of this	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or s Receivable statached to this rt of this y Client, the	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Si 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	Tault. Tapplicable). Total (1988) Total (inspection. Total Annument of the properties of	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The are incorporated h Upon acceptance ditions will autom mmit Fire Protection rices, specification	ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Erice Protection's previous date of billing or payr on completion of creo submitted to Accounts the General Conditions therein and made a part of this Agreement by actically be part of this on and Client. This and conditions, and	\$28 ECTION SERVICE code as indicated nce, repairs or orders by an vailing rates. ment at time of dit application or s Receivable s attached to this rt of this y Client, the s Agreement d the attached	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Sa 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature: Date:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	Tault. Tapplicable). Total (1988) Total (inspection. Total Annumary ACCEPTANG ONLY perform by items chem alterations we authorized possible provided in the control of the control o	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The upon acceptance ditions will autom mmit Fire Protection rices, specification ditions, are hereb	pricing would appliate: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Erire Protection's previous of completion of creo submitted to Accounts are General Conditions are in and made a part of this Agreement by atically be part of this on and Client. as and conditions, and by accepted. Summit	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or se Receivable attached to this rt of this y Client, the se Agreement dithe attached Fire Protection is	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Sa 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature: Date:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	Tault. Tapplicable). Total (1988) Total (inspection. Total Annumary ACCEPTANG ONLY perform by items chem alterations we authorized possible provided in the control of the control o	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The upon acceptance ditions will autom mmit Fire Protection rices, specification ditions, are hereb or perform the wor	ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Erice Protection's previous of completion of creo submitted to Accounts are General Conditions are of this Agreement by atically be part of this on and Client. as and conditions, and by accepted. Summit rk as specified. Client	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or se Receivable attached to this rt of this y Client, the se Agreement dithe attached Fire Protection is tacknowledges	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohns NBohnstenge Fire Life Sa 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature: Date:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	Tault. Tapplicable). Total (1988) Total (inspection. Total Annumary ACCEPTANG ONLY perform by items chem alterations we authorized possible provided in the control of the control o	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The upon acceptance ditions will autom mmit Fire Protection rices, specification ditions, are hereb or perform the wor	pricing would appliate: ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Erire Protection's previous of completion of creo submitted to Accounts are General Conditions are in and made a part of this Agreement by atically be part of this on and Client. as and conditions, and by accepted. Summit	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or se Receivable attached to this rt of this y Client, the se Agreement dithe attached Fire Protection is tacknowledges	
or not reprog Inspection Co Initial Terr From: Presented E Nick Bohn: NBohnstenge Fire Life Sa 4161 Naple Iowa City, I Summit Fi Cell Phone: Direct Phon Signature: Date: Client:	rammed to the factory deformation of the factory deformation of the factory deformation of the factory deformation of the factory of the fact	Tault. Tapplicable). Total (1988) Total (inspection. Total Annumary ACCEPTANG ONLY perform by items chem alterations we authorized possible provided in the control of the control o	Additional unit ual Investmen CE: This Agreeme med in accordance cked above. Any vill be made only u erson, at Summit due 30 days from vice is contingent information being s ONDITIONS: The upon acceptance ditions will autom mmit Fire Protection rices, specification ditions, are hereb or perform the wor	ent is limited to INSPE e with the State Fire of additional maintenar upon receipt of such of Erice Protection's previous of completion of creo submitted to Accounts are General Conditions are of this Agreement by atically be part of this on and Client. as and conditions, and by accepted. Summit rk as specified. Client	\$28 ECTION SERVICE code as indicated nee, repairs or orders by an vailing rates. ment at time of dit application or se Receivable attached to this rt of this y Client, the se Agreement dithe attached Fire Protection is tacknowledges	

SUMMIT FIRE PROTECTION CO. INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire Protection," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

- 1. <u>Payment</u>. Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. <u>Term/Renewal Pricing</u>. The initial term of the Agreement shall be a 1, 2, 3, 4, or 5 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire Protection notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement shall automatically be increased by five percent (5%) per year.
- 3. Changes. Any changes to the Services to be provided by Summit Fire Protection during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire Protection and Client, which may include, among other terms, a change in the Fees.
- 4. Taxes. Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire Protection and shall be in addition to the Fees.
- 5. <u>Unavoidable Delays</u>. To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire Protection.
- 6. Access. Client shall allow Summit Fire Protection to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire Protection personnel
- 7. <u>Limitation of Liability and Remedies</u>. The Services provided under this Agreement are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire Protection to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire Protection under this Agreement, Client agrees that the maximum liability of Summit Fire Protections and in excess of that amount. Further, Client awaives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire Protection.
- 8. Client's Failure to Pay. If Client fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire Protection may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire Protection for all reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Agreement.
- 9. <u>Binding Arbitration Agreement</u>. Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire Protection, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of this Services and termination of this Agreement.
- 10. <u>Miscellaneous.</u> The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Except as otherwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement is insides such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter hereof is superseded by this Agreement.

4-2024



1525 Ketelsen Dr Hiawatha, IA 52233 (319) 551-5489 Fassler

Date: 8/6/2025

Proposal By: Rob

ATTN: West Branch Library Administrator

CUSTOMER: West Branch Library

SCOPE OF WORK:

Annual Fire Alarm Inspection to conducted per NFPA 72 requirements and by NICET Certified Personnel. Pricing is based on the documents provided/site visit and is all inclusive of fire alarm initiating, notification and output devices. All ancillary equipment that is controlled by the fire alarm system is also included in the annual inspection, such as air handler shut down, elevator recall/shunt trip, fire doors, smoke control/evac and equipment shut down.

Annual Fire Alarm Testing: \$375.00

- -Main FACP and Batteries
- -NAC Power Extender and Batteries
- -All Initiating Devices (smoke detectors, pull stations, monitor modules and notification devices)
- -Customer training and Reports

Annual Cellular Fire Alarm Monitoring: \$660.00

NOTE: The above work will be completed during normal business hours. All work in the facility will be done in compliance with NFPA and local code requirements. Our price for this work is in dollars to be paid net 30 upon receipt of invoice.

This proposal is good for thirty (30) days from the above proposal date. Please sign and send back to Rob Fassler at: rfassler@elitefireautomation.com

ACCEPTED BY:	DATF:
V((EDIEI)RA.	ΙΙΔΙΕ΄

Memo

To: Library Board of Trustees

From: Jessie Schafer, Library Director

Date: 8/13/2025

Re: Discuss/Approve Revisions to Confidentiality Policy



Background

The library is required to review policies at least once every 3 years. The Confidentiality Policy was reviewed last year, but I feel it is good practice to review policies regularly so we're familiar with them.

Information

There have been no events or changes in the library world which warrant revisions to the Confidentiality Policy. Our policy is comparable to other area libraries.

Recommendation

The staff's recommended policy is as follows:

Confidentiality Policy

Confidentiality of library records is central to intellectual freedom and directly related to the ability of citizens to use library materials and pursue information privately. The purpose of this policy is to explain how the Library will respond to requests for information about library users and use information for library purposes.

Access to Patron Records

The records of a library which, by themselves or when examined with other public records, would reveal the identity of the library patron checking out or requesting an item or information from the library are confidential. No individual except authorized Library staff shall have access to circulation other than his or her own without the cardholder's consent. Library accounts for which a bill has been sent may be revealed to parents of minor children, a collection agency, or law enforcement personnel.

Security Cameras

Camera placement shall be determined by the Library Director or his/her designee. Cameras shall not be placed in areas where there is a reasonable expectation of privacy, such as restrooms.

Security cameras are installed in the Library to protect the safety and security of people, the building and its contents. Only authorized Library staff may view recordings. However, Library security camera recordings are public records, and may be viewed upon receipt of an open records or law enforcement request.

To the extent that any recorded images include identifiable persons requesting information or checking out an item, such recordings shall be treated as confidential as provided in Iowa Code §22.7 (13). Only designated Library staff may view real time images or screen recorded images for potential breach of confidentiality.

Videotaping and Photography

Please note that the library is a public place and members of the public may record or photograph programs, events, and other activities at the library except where privacy is expected (i.e., restrooms, private use of meeting spaces) or where such video or photographs may violate lowa Code §22.7 (13) (see Security Cameras section above). In the event library staff record or photograph events for library use, permission will be sought prior to the use of the images. Intended uses by library staff include documents and reports which are public record, and promotion of future programs. At no time will the library use names of those photographed or video-taped without prior consent of those individuals involved.

Requests for Records

At no time will the Library Director, who serves as custodian of the records, release protected records except pursuant to a process, subpoena, or court order authorized pursuant to a federal, state, or local law relating to civil, criminal, administrative, or legislative investigative power. Library staff will seek legal counsel from the City Attorney in the event of such a request for release of Library records, and will respond to the request according to advice of counsel.

The library cannot guarantee the confidentiality of information sought or received, or materials consulted or borrowed from third-party digital services to which we provide access. When patrons use those resources, they are subject to the individual third-party terms and privacy policies.

Reviewed 07/25

Revised 07/24

Reviewed 6/23

Reviewed 5/22

Reviewed 10/21

Revised 10/19

Reviewed 07/16

Revised 08/15

Reviewed 12/13

Revised 11/10

Approved 03/10

Memo



To: Library Board of Trustees

From: Jessie Schafer, Director

Date: 8/13/2025

Re: Discuss/Approve Review of West Branch Employee Handbook

Background

The library is required to review policies routinely per state accreditation guidelines, and one of the required policies is a personnel policy. The board last reviewed the employee handbook in 2022. As a city department, the library uses the city's employee handbook along with the other departments. City administrators have been working on updating the manual for the past several years so it meets standards and addresses all relevant issues.

The current version was last compiled in March 2025, and one more revision was made this month setting forth guidelines for flex pay on observed holidays. (For example, if a holiday is on a day when a full-time employee is not scheduled to work, they are officially allowed to flex those holiday hours and observe it on another day. This is to ensure that all full-time employees are receiving the same number of paid holiday benefits regardless of work schedule.)

The city office has worked with outside human resources consultants to update the handbook, so this is mostly a review of the handbook. However, if the board has any concerns, I can bring them to the city office.

Information

The handbook is provided as a link to a download from our website due to size and length. This is available under About - Policies on our website, and printed copies are available upon request.

Employee Handbook, revised March 17, 2025

https://wbpl.org/wp-content/uploads/2025/08/Employee_Handbook_2024_with-approved-updates_2025.pdf

Resolution 2025-85 August 4 – Amending the Employee Handbook (Amendment #5) - Holiday flex hours https://westbranchiowa.org/wp-content/uploads/2025/08/2025-85.pdf

Information

Recommendation is to approve review of the handbook.