DATE: December 10, 2018

TO: Olympia Newton
   Engineering Services

FROM: Pamela G. Hance, P.C.

SUBJECT: November 20th BOCC Meeting

Enclosed is a duplicate original of Item G24, Consent to Assignment and Amendment to Agreement for an existing Contract between Monroe County, and Tyco Integrated Security Services, Inc., for services for Duck Key Security District, to assign agreement to Johnson Controls Security Solutions, LLC. The agreement is also being amended to include the County’s standard contractual provisions, for your handling.

Should you have any questions, please feel free to contact me at (305) 292-3550. Thank you.

cc: County Attorney
    Finance
    File
CONSENT TO ASSIGNMENT AND AMENDMENT TO AGREEMENT

THIS CONSENT TO ASSIGNMENT AND AMENDMENT TO AGREEMENT (the “Agreement”) is entered into this 30th day of Nov., 2018 by and between Tyco Integrated Security, LLC (“Tyco” or “Assignor”), whose address is 4700 Exchange Court, Suite 300, Boca Raton, FL 33431 and Johnson Controls Security Solutions LLC (“Johnson” or Assignee), whose address is 4700 Exchange Court, Suite 300 Boca Raton, FL 33431 and MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (“County”, “Customer” or “Owner”) whose address is 1100 Simonton Street, Key West, FL 33040;

WHEREAS, the County and Tyco entered into an Agreement dated March 6, 2018 for Camera System Installation and Maintenance for the Duck Key Security District; and

WHEREAS, Tyco is now operating under the name of Johnson Controls Security Solutions LLC; and

WHEREAS, County desires to have the Agreement dated March 6, 2018 assigned from ASSIGNOR to ASSIGNEE; and

WHEREAS, the Agreement is also being revised to include the County’s standard contractual provisions;

NOW THEREFORE, in consideration of the mutual promises and covenants of this Agreement, the parties agree as follows:

1. The ASSIGNOR assigns to ASSIGNEE all of the ASSIGNOR’s rights, title, and interest in the original Agreement effective July 1, 2018 and COUNTY consents to the assignment.

2. ASSIGNEE agree to be bound by all the terms and conditions of the original agreement dated March 6, 2018.

3. The remaining provisions of the Agreement, not inconsistent herewith, remain in full force and effect.

4. The Agreements dated December 9, 2015 and March 21, 2012 are hereby terminated.

5. Paragraph II Charges and Fees of the original shall be amended to add the following:

The total payments (Installation Charge and Annual Service Charge) under the Agreement shall not exceed $49,999.99 without approval of the Board of County Commissioners. Payment shall be made pursuant to the Local Government prompt payment Act 218.735. Monroe County’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

6. Paragraph V, E. 1(b) of the Terms and Conditions shall be amended to read as follows:

(b) Subject to the provisions of Florida law per F.S.768.28, Customer shall defend, indemnify and hold Contractor, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Contractors’ agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer’s use of the Equipment and/or Services.

7. Paragraph V, E. 1(c) of the Terms and Conditions shall be amended to add the following:

(c) Subject to the provisions of Florida law per F.S. 768.28, in no event will either Customer or CONTRACTOR be liable for any consequential, incidental, or special damages of any kind or nature (including
but not limited to injury or damage to business, person or property) arising out of any performance of the Agreement, even if the parties are advised of the possibility of such damages.

8. **Paragraph V, L. of the Terms and Conditions shall be amended to read as follows:**

L. **Successors and Assigns:** Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party except that either one of the parties may assign their rights and obligations under this agreement without the approval of the other party to any of their affiliates, subsidiaries or parent companies or to an entity other than an affiliate, subsidiary or parent company that (a) acquires substantially all of the assets or stock of, merges or consolidates with or into, or acquires a controlling interest in them and (b) expressly assumes in writing that party's obligations and responsibilities hereunder. Any attempted assignment that does not comply with the terms of this section will be void. Notwithstanding the foregoing, Contractor reserves the right to subcontract any of its obligations under this Agreement without notice to or consent from Customer.

9. **Paragraph V Terms and Conditions shall be amended to add the following:**

N. **Audits.** Contractor will maintain, in accordance with generally accepted accounting principles and applicable law, accurate and complete invoices and service tickets necessary to enable Contractor to demonstrate compliance with its obligations under this Agreement. Contractor will maintain such records for a period of four (4) years after expiration or termination of the Agreement.

O. **Governing Law.** This Agreement will be governed by the law of the State of Florida in which the work is to be performed. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue shall lie in the appropriate court of before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

P. **Attorney's Fees and Costs:** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Q. **Nondiscrimination:** County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC
ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.


S. Covenant of No Interest: County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

T. Code of Ethics: County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one’s agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

U. No Solicitation/Payment: The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

V. Public Entities Crimes. By signing this Agreement, Contractor represents that the execution of this Agreement will not violate the Public Entities Crime Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County’s competitive procurement activities.

W. Public Access. Customer and CONTRACTOR shall allow and permit reasonable access to, and inspection of this Agreement and any service tickets or invoices specifically related thereto in its possession or under its control subject to the provisions of Chapter 119, Florida Statute, in conjunction with this Agreement. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court
proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County’s custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County’s request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County’s option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY’S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

X. Non-Waiver of Immunity. Notwithstanding the provisions of F.S. 768.28, the participation of the Customer and CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed County’s waiver
of sovereign immunity, nor shall any contract entered into by the County be required to contain any provision for waiver.

Y. Privileges and Immunities: All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers’ compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Z. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

AA. Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

BB. No third Party Beneficiaries: Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

CC. No Personal Liability: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

DD. Adjudication of Disputes or Disagreements: The Owner and Contractor agree that all disputes and disagreement shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

EE. Notice Requirements: Any notice required under this agreement shall be in writing and hand delivered or mailed postage prepaid, to the other party by certified mail, return receipt requested, to the following:

JOHNSON CONTROLS SECURITY SOLUTIONS LLC
Michael Espriella
6830 Shadowridge Drive
Orlando, FL 32812

Monroe County Engineering Services
Judith Clarke
1100 Simonton Street
Key West, FL 33040
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

"Customer"

By: [Signature]
Mayor/Chairman

ATTEST:
By: [Signature]
Deputy Clerk

JOHNSON CONTROLS SECURITY SOLUTIONS LLC.

"ASSIGNEE"

By: [Signature]

Print Name/Title: Terani Simmons

WITNESSES FOR JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Witness 1: [Signature]
Print Name: Alberto Quintana

Witness 2: [Signature]
Print Name: Norman Hodge Jr.

TYCO INTEGRATED SECURITY, LLC

"ASSIGNOR"

By: [Signature]

Print Name/Title: Terani Simons

WITNESSES FOR TYCO INTEGRATED SECURITY LLC

Witness 1: [Signature]
Print Name: Alberto Quintana

Witness 2: [Signature]
Print Name: Norman Hodge Jr.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh USA Inc.
411 E. Wisconsin Avenue
Suite 1300
Milwaukee, WI 53222
Attn: JCI-Certificate@marsh.com
CH01023596-5-18-19

INSURED:
Johnson Controls Security Solutions LLC
6000 Congress Ave
Boca Raton, FL 33487

CONTACT:
A ANY
WORKERS
OWNED
A —
A

INSURER(S) AFFORDING COVERAGE: NAIC #
INSURER A: Old Republic Insurance Company 24147
INSURER B: ACE Property and Casualty Insurance Company 26399
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

CERTIFICATE NUMBER: CH-006002905-07
REVISION NUMBER: 2

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

RE: License # EF0000478
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER
Monaco County
2796 Overseas Highway Suite 300
Marathon, FL 33050

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manish Mukherjee

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### ADDITIONAL REMARKS SCHEDULE

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<th>AGENCY</th>
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<th>CARRIER</th>
<th>NAIC CODE</th>
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<td>Boca Raton, FL 33437</td>
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### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

**WORKERS COMPENSATION:**

Workers Compensation "AGS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, WV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

**PRIMARY COVERAGE:**

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

**WARNING OF SUBROGATION:**

The General Liability, Automobile Liability, Workers’ Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the carrier and any other person or organization, BUT ONLY to the extent required by written contract.

**ADDITIONAL INSURED - AUTOMOBILE LIABILITY:**

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

**ADDITIONAL INSURED - GENERAL LIABILITY:**

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

**ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE:**

The General Liability Insurance includes insurance for ongoing operations and completed operations.

**LIMIT OF LIABILITY:**

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

**UMBRELLA/EXCESS LIABILITY:**

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

Should any of the above described policies be cancelled, either for non-payment, before the expiration date thereof, 30 days notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

**NAMED INSURED:**

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of 'your work' out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

MWZY 313947 Johnson Controls, Inc. Tyco International Holding 10/01/2018 - 10/01/2019
IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

<table>
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<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
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<tr>
<th>Policy Prefix</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
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Issued By
Old Republic Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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