

**FIRE ALARM SYSTEM TECHNOLOGY UPGRADE
AND MONITORING AGREEMENT**

This Fire Alarm System Technology Upgrade Agreement (hereinafter referred to as the "Agreement") is made this 22 day of APRIL, 2013, by and between the Village of Lombard, an Illinois municipal Corporation (hereinafter referred to as the "Village") and Tyco Integrated Security LLC, (Formerly TYCO Commercial), an Illinois business Corporation (hereinafter referred to as "TYCO"). The Village and TYCO are hereinafter sometimes referred to collectively as the "Parties."

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. The Village and TYCO acknowledge that there is now installed in the Village of Lombard Police Department, located at 235 East Wilson Avenue, Lombard Illinois (hereinafter referred to as the "Police Station"), equipment owned by TYCO required to operate a land-based direct connect fire alarm system for residents of the Village's service area, including businesses operating in the Village.
2. The Village and TYCO further acknowledge that the purpose of this Agreement is to upgrade TYCO's land-based direct connect fire alarm system to a wireless fire alarm system that can be utilized by Village residents and businesses who are required to, or have opted to, utilize a fire alarm system.
3. In furtherance of the purpose of this Agreement, TYCO agrees to supply all equipment and services necessary, at no cost to the Village, to transmit wireless fire alarm signals to the Du-Comm Communications Center (hereinafter "Du-Comm"). For purposes of this Agreement, the system used to transmit wireless fire alarm signals in the Village to Du-Comm, through wireless radio transceivers, shall hereinafter be referred to as the "Wireless System."
4. On March 13, 2013, TYCO tendered a Letter of Understanding to the Village, the terms of which are incorporated into this Agreement. A true and accurate copy of the Letter of Understanding is attached hereto as Exhibit A and made a part hereof.
5. Pursuant to this Agreement, TYCO agrees to supply:

- A. All subscriber wireless radio transceivers and all site installations in accordance with manufacturer specifications and recommendations.
 - B. Five (5) Village buildings, to be selected by the Village, with a wireless radio transceiver to be installed at no cost to the Village. TYCO shall provide monitoring services and its quality service plan to the Village, at no cost to the Village, for the five (5) transceivers provided under this paragraph 5B of the Agreement.
 - C. Up to an additional twenty (20) Village accounts with wireless radio transceivers to be installed by TYCO at no cost to the Village. TYCO shall charge the Village a monthly usage fee of \$30.00 per month per transceiver installed under this paragraph 5C of the Agreement.
6. TYCO agrees that it shall program all wireless radio transceivers to transmit only a standardized set of signals agreed to by the Village. This requirement shall apply to all wireless radio transceivers used in the Wireless System.
 7. TYCO agrees that, during an initial 120-day roll out period, the Wireless System connection fee of \$150.00 shall be waived for current subscribers to the Village's direct connect system. The 120-day roll out period shall commence on May 1, 2013.
 8. TYCO agrees that the monthly wireless monitoring fee charged to subscribers shall be \$44.00 per transceiver, (\$25.00 to TYCO, \$14.00 to Du-Comm and \$5.00 to the Village) with an on-site Radio rental and service plan of \$41.00. The total is \$85.00 per month for the leased option. The sum paid to the Village under this paragraph 8 of the Agreement shall be calculated by TYCO on a monthly basis, and shall be paid to the Village by TYCO on a quarterly basis, no later than sixty (60) days following the end of each calendar quarter.
 9. TYCO agrees that in regard to purchased radios, the monthly fee to subscribers shall be \$56.00 (\$44.00 monitoring fee, plus \$12.00 for Quality Service/Maintenance plan).
 10. The Village and TYCO agree to notify all current subscribers to the Village's direct connect system, by letter, of the availability of the Wireless System and the applicable fee structure. TYCO shall assign a dedicated Account Executive to coordinate with the Village Fire Marshal to insure all subscribers are given the opportunity to convert without a connection fee. TYCO shall handle all aspects of the sales, marketing and administration of the upgrade / conversion, at no cost to the Village.
 11. TYCO agrees to maintain a sufficient inventory of spare parts for the base station receivers to be installed in the Police Station, so as to be in a position to complete all necessary repairs as quickly as possible.

12. The Village acknowledges that the Wireless System and all related equipment including, without limitation, the base station receivers to be located in the Police Station and wireless radio transceivers (hereinafter referred to as the "Equipment"), is owned by TYCO, and in the event this Agreement expires or is terminated for any reason, TYCO shall have the right to remove the Equipment upon a sixty (60) day written notice to the Village. In the event this Agreement expires or is terminated for any reason, TYCO shall remove the Equipment within thirty (30) days after receiving a notice from the Village to remove the Equipment. In the event TYCO fails to remove the Equipment within this thirty (30) day period, the Village shall have the right to remove and store the Equipment at TYCO's risk, cost and expense.
13. TYCO shall maintain the Wireless System and Equipment, and further maintain it on a 24-hour basis, all at no expense to the Village. If the Wireless system shall cease to be operable, TYCO shall immediately, after notification by the Village, endeavor to make any repairs necessary for the Wireless System to be fully operable, regardless of the time of day or day of week. TYCO shall replace Equipment as necessary.
14. To the fullest extent permitted by law, TYCO shall indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, attorneys, insurers and agents, from any and all claims, costs liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments and expenses, including without limitation, attorney's fees, court costs and other legal expenses, arising out of or in connection with:
 - A. TYCO's operation and maintenance of the Wireless System;
 - B. Any failure of the Wireless System to operate as intended; and
 - C. Any act or omission to act by TYCO, its employees, servants and agents in connection with the operation and maintenance of the Wireless System.
15. It is understood and agreed that the Village shall have no liability to any third party as a result of the failure of the Wireless System to operate as intended. However, the Village shall notify TYCO of any Wireless System failures that it becomes aware of. TYCO agrees that it shall include in all contracts for services provided through the Wireless System, a provision which states that the customer agrees that the Village shall have no liability in the event that the Wireless System fails to operate as intended.
16. TYCO shall maintain, at its own expense, throughout the term of this Agreement, an any renewal thereof, general comprehensive liability insurance in the following amounts:

- A. \$2,000,000 general aggregate; and
- B. \$1,000,000 product aggregate.

TYCO agrees to provide the Village with proof of insurance prior to the commencement of, and at any time during, the term of this Agreement. All TYCO insurance policies required by this Agreement shall name the Village as an additional insured.

- 17. TYCO shall maintain, at its own expense, Worker Compensation Insurance – Statutory; Employers Liability \$1,000,000 (the policy shall include a "waiver of subrogation").
- 18. Unless otherwise terminated as provided for herein, the term of this Agreement shall be for a period of five (5) years commencing on MAY 1, 2013. Upon sixty (60) days written notice, either Party may cancel this Agreement, due to a default of the other Party, by giving the other Party notice of termination by certified mail, return receipt requested. If at any point this Agreement is terminated or expires, TYCO shall make every reasonable effort to ensure that there is no interruption of services to subscribers connected to the Wireless System.
- 19. For purposes of this Agreement, notices shall be delivered to the following addresses:
 - To TYCO:
Tyco Integrated Security
Municipal Services Manager
2010 Swift Drive
Oak Brook, Illinois 60523
 - To the Village:
Village Manager
255 E. Wilson Avenue
Lombard, Illinois 60148
- 20. In the event that any action at law or equity in relation to this Agreement, the prevailing party shall be entitled to a reasonable sum for attorneys' fees. Further, the Parties agree that any action at law or equity in relation to this Agreement shall be filed and adjudicated in the Circuit Court of DuPage County, Illinois.
- 21. This Agreement does not confer any duties, rights or benefits on any entity other than the Village and TYCO.
- 22. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Parties.

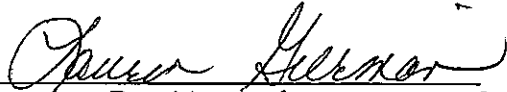
23. This Agreement incorporates the entire understanding and agreement of the Parties in regard to the Wireless System, and there are no oral agreements, understandings, or representations between the Parties in regard to the Wireless System which are not reduced to writing herein.

VILLAGE OF LOMBARD



William Ware, Acting Village President

TYCO INTEGRATED SECURITY LLC



President GENL MGR.

ATTEST:



Brigitte O'Brien, Village Clerk

ATTEST:



Secretary MUNICIPAL MGR

Dated: March 21, 2013

Dated: April 22, 2013

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ACKNOWLEDGMENT OF VILLAGE TO FOLLOW**

ACKNOWLEDGMENT

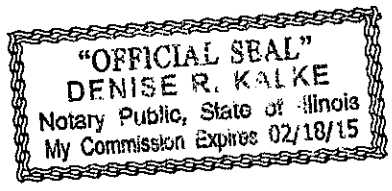
State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William Ware and Brigitte O'Brien, personally known to me to be the Acting Village President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Acting Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of March, 2013.

Denise R. Kalke
Notary Public

Commission expires 2/18/15



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ACKNOWLEDGMENT OF TYCO TO FOLLOW**

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that LAUREN GIERMAN and
Randall Justin, personally known to me to be the
AGM and Municipal Mgr of Tyco Integrated Security LLC, an
Illinois business corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such AGM and
Municipal Mgr, respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and
purposes therein set forth; and the said AGM then and there
acknowledged that said AGM, as custodian of the corporate seal of
said corporation caused the corporate seal of said corporation to be affixed to said
instrument as said AGM's own free and voluntary act and as the
free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand official seal, this 12th day of April,
2013.

[Signature]
Notary Public

Commission expires 9/28/14





Letter of Understanding – Village of Lombard

March 13, 2013

Village of Lombard
Fire Marshal
Chuck Riforgiate
255 E Wilson AVE
Lombard, IL 60148

Dear Chuck,

This Letter of Understanding will clarify our prior discussions of our provided services. Please contact me with any questions.

1. Tyco agrees to supply all equipment and services necessary to receive wireless alarm signals to the Du-Comm Communications Center.
2. The monthly wireless monitoring fee charged to subscribers shall be \$44.00 per transceiver, (\$25.00 to TYCO, and \$14.00 to Du-Comm and \$5.00 to the Village) with an on-site Radio rental and service plan of \$41.00. The total is \$85.00 per month for leased option.

For purchased radios, the monthly fee will be \$56.00(\$44.00 monitoring plus \$12.00 Quality Service / Maintenance Plan).

3. TYCO agrees to supply:
 - A. All subscriber radios and all site installations in accordance with manufacturer recommendations.
 - B. Provide 5 Village buildings with a transceiver to be installed for (\$0.00) and a monthly monitoring fee \$0.00 + \$0.00 QSP (quality service plan). Total is \$0.00.
 - C. Provide up to 20 Village accounts with a transceiver to be installed for (\$0.00) a monthly usage charge of \$30.00 per radio will apply.

4. TYCO shall program the units to transmit only a standardized set of signals agreed upon by the Village. This will apply to any and all transceivers throughout the system.
5. During an initial 120-day roll out period, the connection fee will be waived for current subscribers. (This does not apply to new subscribers) The connection fee will be \$150.00.
6. TYCO will notify all current subscribers of the availability of the radio upgrade and the fee structure by letter. TYCO will assign a dedicated Account Executive to coordinate with the Fire Marshal / Village to insure all subscribers are given the opportunity to convert without a connection fee. TYCO will handle all aspects of the sales, marketing and administration of the upgrade / conversion at no cost to the Village.
7. TYCO will maintain an adequate inventory of spare parts for the base station receivers so as to be in a position to affect any necessary repairs as quickly as possible.

TYCO Security Services
Municipal Services
630-218-5207