

# **City of Miami**

*819 NW 2<sup>nd</sup> Ave  
3<sup>rd</sup> Floor  
Miami, FL 33136  
<http://mamicra.com>*



## **Meeting Agenda**

**Thursday, September 22, 2022**

**10:00 AM**

**City Hall  
3500 Pan American Drive  
Miami, FL 33133**

## **SEOPW Community Redevelopment Agency**

*Christine King, Chair, District Five  
Alex Diaz de la Portilla, Vice Chair, District One  
Ken Russell, Board Member, District Two  
Joe Carollo, Board Member, District Three  
Manolo Reyes, Board Member, District Four*

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**SEOPW CRA OFFICE ADDRESS:**  
**819 NW 2<sup>ND</sup> AVENUE, 3<sup>RD</sup> FLOOR**  
**MIAMI, FL 33136**  
**Phone: (305) 679-6800 / Fax (305) 679-6835**  
**[www.mamicra.com](http://mamicra.com)**

**CALL TO ORDER****MINUTES APPROVAL****CRA PUBLIC COMMENTS****CRA RESOLUTIONS****1. CRA RESOLUTION****12599**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") WITH ATTACHMENT(S), APPROVING AND ADOPTING THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY'S ("SEOPW CRA") PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET, ATTACHED AND INCORPORATED AS EXHIBIT "A" IN THE AMOUNT OF \$92,443,744, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 12599 Exhibit A

**2. CRA RESOLUTION****12600**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), AUTHORIZING A GRANT, IN AN AMOUNT NOT TO EXCEED \$21,046.57, TO THE BLACK ARCHIVES HISTORY AND RESEARCH FOUNDATION OF SOUTH FLORIDA, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE COMPLETION OF SECURITY UPGRADES; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 12600- Backup

**3. CRA RESOLUTION****12601**

THE ATTACHED RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZES A GRANT TO CITY OF MIAMI BLACK POLICE PRECINCT AND COURTHOUSE MUSEUM ("BLACK POLICE PRECINCT") IN THE AMOUNT OF \$275,000.00 PER YEAR FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2023, OCTOBER 1, 2023 – SEPTEMBER 30, 2024, OCTOBER 1, 2024 – SEPTEMBER 30, 2025, AND OCTOBER 1, 2025 – SEPTEMBER 30, 2026, RESPECTFULLY TOTALING AN AMOUNT OF 1.1 MILLION DOLLARS, FOR THE DAILY OPERATION OF THE BLACK POLICE PRECINCT. FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE. FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 12601- Backup

**ADJOURNMENT**

SEOPW Board of Commissioners Meeting  
September 22, 2022

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: September 15, 2022 File: 12599  
Members of the CRA Board



From: James McQueen  
Executive Director

Subject: SEOPW CRA General Operating  
and Tax Increment Fund Budget.

Enclosures: File # 12599 Exhibit A

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**BACKGROUND:**

The attached resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) approve the attached proposed SEOPW CRA General Operating and Tax Increment Fund Budget (“Budget”), in the amount of \$92,443,744, for the fiscal year commencing October 1, 2022, and ending September 30, 2023, and directing the Executive Director to transmit copies of the Budget to the City of Miami and Miami-Dade County.

**JUSTIFICATION:**

The SEOPW CRA is required to annually prepare a proposed budget and transmit the budget to the City of Miami and Miami-Dade County. See attached Exhibit “A”. The attached Resolution fulfills that requirement.

**BUDGET SUMMARY**

The 2023’s budget amounted to \$92,443,744.

The budget included the following revenue sources:

\$16,262,379 - County TIF

\$26,583,954 - City TIF

\$47,957,143 – 2022’s carryover funds

\$1,640,268 - Children’s Trust contribution

TIF revenues increased in the amount of **\$7,699,747** in comparison to FY 2022 due to the following reasons:

- 1) Folio # 01-0106-030-1015 (5 Plaza LLC) added to the Tax Roll – Preliminary assessed taxable value \$249,300,000 (represent \$3,035,003 in TIF revenue roughly)
- 2) MWC and Global (2007) projects increased in the amount of \$1,365,940 and \$2,781,767 in preliminary assessed taxable value respectively.

The Agency's administrative expenditures of \$3,013,715 includes employee salaries and fringe and represents seven percent (7%) of total budgeted expenditures, which is less than the 20 percent cap for administrative costs allowed by the Interlocal. Additionally, this proposed budget represents an increase of 9% in the salary of the executive director. This increase addresses inflation, the cost of living, and merit.

Operating expenses total \$89,430,029 and include:

\$42,675,178 for Grants and Aid including:

- Affordable/Workforce housing projects (\$13,711,476)
- MWC and Soleste economic incentive payments (\$5,194,387)
- Job creation and economic development projects and grants (\$5,603,032)
- A reserve for grants and aid/affordable housing (\$15,956,123)
- Other grants and projects such as arts, culture, infrastructure, and quality of life (\$2,210,161)

\$24,707,971 for interfund transfer including:

- Refund to the County and City for the Global Agreement (\$9,712,775)
- Debt service payment/reserves (\$4,510,625)
- Contribution to the Tri-Rail project (\$8,000,000)
- Grant to City for Construction of Gibson Park debt service (\$844,303)
- Disbursement to the Children's Trust (\$1,640,268)

\$14,000,000 for purchase of land

\$2,762,313 for Professional and Contractual Services

\$1,376,842 for Construction in Progress

\$3,907,725 for revenue shortfall reserve for future years

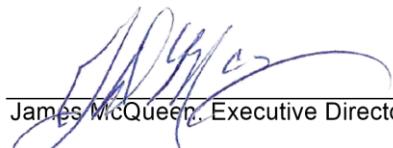
**AGENDA ITEM**  
**FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** September 22, 2022

**CRA Section:**

Approved by:



James McQueen, Executive Director 9/15/2022

Approval:



Miguel A Valentin, Finance Officer 9/15/2022



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 12599**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") WITH ATTACHMENT(S), APPROVING AND ADOPTING THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY'S ("SEOPW CRA") PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET, ATTACHED AND INCORPORATED AS EXHIBIT "A" IN THE AMOUNT OF \$92,443,744, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan (the "Plan"); and

WHEREAS, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2022, and ending September 30, 2023 ("FY 2022-2023"), it is required that the SEOPW CRA's Board of Commissioners approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

WHEREAS, pursuant to Interlocal Agreements, a copy of the SEOPW CRA's budget is required to be transmitted to the City of Miami and Miami-Dade County; and

WHEREAS, all the expenses included in the Budget are in accordance with state law, Interlocal Agreements, and the Plan; and

WHEREAS, the Board of Commissioners wish to approve and adopt the SEOPW CRA's Budget for FY 2022-2023 as set forth in Exhibit "A", in the amount of \$92,443,744;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Southeast Overtown/Park West Community Redevelopment Agency's General Operating and Tax Increment Fund Budget, in the amount of \$92,443,744, for the fiscal

year commencing October 1, 2022, and ending September 30, 2023, as set forth in Exhibit "A", is hereby approved and adopted.

Section 3. The Executive Director is directed to transmit a copy of said budget to the City of Miami and Miami-Dade County.

Section 4. The Board of Commissioners of the SEOPW CRA hereby ratifies and adopts the current compensation of the Executive Director earned since November 18, 2021.

Section 5. The Board of Commissioners of the SEOPW CRA hereby authorizes a merit, inflation, and a cost-of-living increase of 9% in the compensation of the Executive Director effective on October 1<sup>st</sup>, 2022.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Vincent T. Brown, Staff Counsel

9/15/2022

## Exhibit "A"

SEOPW GENERAL OPERATING TAX INCREMENT FUND BUDGET	FY 2023 PROPOSED BUDGET	FY 2022 ADOPTED BUDGET	BUDGET VARIANCE
<b>REVENUES</b>			
CITY OF MIAMI - TAX INCREMENT (ORIGINAL BOUNDARIES)	\$22,078,822	\$17,758,099	\$4,320,723
MIAMI DADE COUNTY - TAX INCREMENT (ORIGINAL BOUNDARIES)	\$13,506,719	\$10,803,587	\$2,703,132
CITY OF MIAMI - TAX INCREMENT (EXPANDED BOUNDARIES)	\$1,565,969	\$1,085,022	\$480,947
MIAMI DADE COUNTY - TAX INCREMENT (EXPANDED BOUNDARIES)	\$957,828	\$658,650	\$299,178
CITY OF MIAMI - TAX INCREMENT (PARK WEST ADDITION)	\$2,939,163	\$3,009,153	(\$69,990)
MIAMI DADE COUNTY - TAX INCREMENT (PARK WEST ADDITION)	\$1,797,832	\$1,832,075	(\$34,243)
<i>Total 2023 TIF Revenue</i>	<i>\$42,846,333</i>		
2023 ESTIMATED CONTRIBUTION FROM THE CHILDREN TRUST FUND	\$1,640,268	\$1,343,314	\$296,954
2022 ESTIMATED FUND BALANCE	\$47,957,143	\$49,573,353	(\$1,616,210)
<b>TOTAL REVENUE</b>	<b>\$92,443,744</b>	<b>\$86,063,253</b>	<b>\$6,380,491</b>
<b>REDEVELOPMENT EXPENDITURES</b>			
PROFESSIONAL SERVICES - LEGAL	\$217,725	\$268,691	(\$50,966)
ACCOUNTING AND AUDIT	\$35,000	\$31,000	\$4,000
PROFESSIONAL SERVICES - OTHER	\$1,518,197	\$1,310,690	\$207,507
OTHER CONTRACTUAL SERVICES	\$991,391	\$1,250,009	(\$258,618)
DEBT SERVICE PAYMENT	\$4,510,625	\$4,510,625	\$0
INTERFUND TRANSFER	\$20,197,346	\$10,648,152	\$9,549,194
LAND	\$14,000,000	\$0	\$14,000,000
CONSTRUCTION IN PROGRESS	\$1,376,842	\$1,753,477	(\$376,635)
OTHER GRANTS AND AIDS	\$42,675,179	\$62,450,812	(\$19,775,633)
<b>TOTAL REDEVELOPMENT EXPENDITURES</b>	<b>\$85,522,305</b>	<b>\$82,223,456</b>	<b>\$3,298,849</b>
REGULAR SALARIES	\$1,692,605	\$1,308,306	\$384,299
FICA TAXES	\$129,484	\$100,085	\$29,399
LIFE AND HEALTH INSURANCE	\$245,921	\$185,448	\$60,473
RETIREMENT CONTRIBUTION	\$200,000	\$127,302	\$72,698
FRINGE BENEFITS	\$37,500	\$26,699	\$10,801
OTHER CONTRACTUAL SERVICE	\$120,230	\$120,230	\$0
TRAVEL AND PER DIEM	\$30,000	\$30,000	\$0
UTILITY SERVICE	\$69,000	\$69,000	\$0
INSURANCE	\$172,583	\$172,583	\$0
OTHER CURRENT CHARGE	\$86,392	\$86,392	\$0
SUPPLIES	\$12,000	\$12,000	\$0
OPERATING SUPPLIES	\$12,000	\$12,000	\$0
SUBSCRIPTION MEMBERSHIP/TRAINING	\$15,000	\$15,000	\$0
MACHINERY AND EQUIPMENT	\$3,000	\$3,000	\$0
ADVERTISING	\$75,000	\$75,000	\$0
RENTAL AND LEASES	\$79,000	\$79,000	\$0
POSTAGE	\$2,000	\$2,000	\$0
REPAIR/MAINTENANCE - OUTSIDE	\$2,000	\$2,000	\$0
INTERFUND TRANSFER	\$30,000	\$30,000	\$0
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$3,013,715</b>	<b>\$2,456,045</b>	<b>\$557,671</b>
<b>Revenue Shortfall Reserve</b>			
FY 2023 BUDGET RESERVE - ADMINISTRATION	\$2,763,972	\$240,000	\$2,523,972
FY 2016 Carryover Fund Balance (Surplus)	\$240,000	\$240,000	\$0
FY 2017 Carryover Fund Balance (Surplus)	\$272,270	\$272,270	\$0
FY 2018 Carryover Fund Balance (Surplus)	\$321,755	\$321,755	\$0
FY 2019 Carryover Fund Balance (Surplus)	\$309,727	\$309,727	\$0
FY 2022 Carryover Fund Balance (Surplus)	\$0	\$0	\$0
<b>TOTAL REVENUE SHORTFALL RESERVE</b>	<b>\$3,907,724</b>	<b>\$1,383,752</b>	<b>\$2,523,972</b>
<b>TOTAL FUND BALANCE</b>	<b>\$92,443,744</b>	<b>\$86,063,253</b>	<b>\$6,380,491</b>
	\$0	\$0	\$0

2023 TIF Revenue	\$42,846,333
2023 Administrative Expenditures	\$3,013,715
% Administrative Exp / 2023 TIF Revenue	7%
2023 Budget Reserve	\$3,907,724
Total 2023 Budget	\$92,443,744
% 2023 Budget Reserve / Total 2023 Budget	4%

SEOPW Board of Commissioners Meeting  
September 22, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: September 15, 2022 File: 12600  
Members of the CRA Board

Subject: Grant to Black Archives History and  
Research Foundation of South  
Florida, Inc.From: James McQueen  
Executive Director

Enclosures: File # 12600- Backup

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorizes a grant to the Black Archives History and Research Foundation of South Florida, Inc. (“Black Archives”), in an amount of \$21,046.57 to underwrite costs associated with the completion of security upgrades that will allow for greater ease of access for the administrative offices of the SEOPW CRA at 819 NW 2nd Avenue, Miami, FL 33136. The security improvements include alarm upgrades with integrated access control for automated arming/disarming; keypad replacements with liquid crystal display (“LCD”) touch panels, additional control LCD panels, and card readers to allow individual authorized access. These upgrades will allow for better ease of access for tenants. These upgrades will also ensure authorized individuals can access the third-floor offices and common areas during and outside office hours.

**JUSTIFICATION:**

Section 2, Goal 1, at page 11, of the Southeast Overtown/Park West Community Redevelopment Agency Plan (“Plan”) lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal.

Section 2, Principle 6, at page 15, of the Plan states, “local cultural events, institutions, and businesses are to be promoted” as a stated redevelopment principle. Further, Section 2, Principles 8 and 14, at page 15 of the Plan states that “older buildings that embody the area’s cultural past should be restored” and the area’s sense of community should be restored and unified culturally.

The Plan, on page 93, states that “[t]he CRA will assist in The Black Archives, History & Research Foundation of South Florida, Inc.’s on-going efforts to rehabilitate the theater and make available related support facilities”.

**FUNDING:**

\$21,046.57 allocated from SEOPW funds derived from FY 2022 SEOPW CRA Budget, entitled "Other Grants and Aids," Account No. 10050.920101.883000.0000.00000.

**FACT SHEET:**

**Company name:** Black Archives History and Research Foundation of South Florida, Inc. ("Black Archives")

**Address:** 819 NW 2nd Avenue, Miami, FL 33136

**Funding request:** \$21,046.57

**Scope of work or services (Summary):** Security upgrades that will allow for greater ease of access for the administrative offices.

**Item proven accomplishments (if applicable):**

- Assist to prevent unauthorized individuals from entering the building.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** September 22, 2022

**CRA Section:**

**Brief description of CRA Agenda Item:**

AUTHORIZING A GRANT IN AN AMOUNT NOT TO EXCEED \$21,046.57, TO THE BLACK ARCHIVES HISTORY AND RESEARCH FOUNDATION OF SOUTH FLORIDA, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE COMPLETION OF SECURITY UPGRADES.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 Amount: \$21,046.57

NO (Complete the following source of funds information):

Amount budgeted in the line item: \$

Balance in the line item: \$

Amount needed in the line item: \$

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 9/15/2022

Approval:



Miguel A. Valentin, Finance Officer 9/15/2022



# Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 12600

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), AUTHORIZING A GRANT, IN AN AMOUNT NOT TO EXCEED \$21,046.57, TO THE BLACK ARCHIVES HISTORY AND RESEARCH FOUNDATION OF SOUTH FLORIDA, INC. TO UNDERWRITE COSTS ASSOCIATED WITH THE COMPLETION OF SECURITY UPGRADES; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.0000; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a Community Redevelopment Agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 1, at page 11, of the Plan lists the "preserv[ation of] historic buildings and community heritage" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 6, at page 15, of the Plan states, "local cultural events, institutions, and businesses are to be promoted" as a stated redevelopment principle; and

WHEREAS, Section 2, Principles 8 and 14, at page 15 of the Plan further states that "older buildings that embody the area's cultural past should be restored" and the area's sense of community should be restored and unified culturally; and

WHEREAS, Page 93 of the Plan states that "[t]he SEOPW CRA will assist in The Black Archives, History & Research Foundation of South Florida, Inc.'s on-going efforts to rehabilitate the theater and make available related support facilities;" and

WHEREAS, over the years the SEOPW CRA has supported Black Archives History and Research Foundation of South Florida, Inc., and was successful in opening the Lyric Theater Cultural Arts Complex ("Lyric Theater"); and

WHEREAS, security upgrades that will allow for greater ease of access for the administrative offices at 819 NW 2nd Avenue. The security improvements include alarm

upgrades with integrated access control for automated arming/disarming; keypad replacements with liquid crystal display ("LCD") touch panels, additional control LCD panels, and card readers to allow individual authorized access.; and

WHEREAS, the Board of Commissioners finds that authorization of this Resolution would further the aforementioned redevelopment goal and principles;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes a grant, in an amount not to exceed \$21,046.57, subject to annual budget approval, to Black Archives History and Research Foundation of South Florida, Inc. to underwrite costs associated with the completion of security upgrades that will allow for greater ease of access for the administrative offices at 819 NW 2nd Avenue, Miami, FL 33136.

Section 3. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 4. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 5. \$21,046.57 allocated from SEOPW funds derived from FY 2023, SEOPW CRA Budget, entitled "Other Grants and Aids," Account No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vincent T. Brown, Staff Counsel

9/15/2022



# Black Archives Historic Lyric Theater Cultural Arts Complex

## Board of Directors

Patricia Braynon  
Chair

### Vice Chair

Steven J. Henriquez, CPA  
Treasurer

Dorothy Jenkins Fields, Ph.D.

Andrea J. Pelt-Thornton

N. Patrick Range II, Esq.

## Founder

Dorothy Jenkins Fields, Ph.D.

### Executive Director

Kamila E. Pritchett

James McQueen, Executive Director  
City of Miami SEOPW CRA  
819 NW 2nd Avenue, 3<sup>rd</sup> Floor  
Miami, FL 33136

**RE: Request for funds to enhance security access to the Black Archives Historic Lyric Theater Cultural Arts Complex, 819 NW 2<sup>nd</sup> Avenue, Miami FL 33136**

Greetings Mr. McQueen:

The Black Archives History and Research Foundation of South Florida, Inc. is requesting funding for the completion of security upgrades that will allow for greater ease of access for the administrative offices at 819 NW 2<sup>nd</sup> Avenue. The proposed security improvements include the following, with full details on attachments: Alarm upgrades with integrated access control for automated arming/disarming; keypad replacements with LCD touch panels; card readers to allow individual authorized access; replacement and additional control points for added ease of access and security measures; additional cameras for entry and exit points.

Our rationale for these upgrades is to allow for better ease of access for our longtime tenants, the Southeast Overtown Park West Community Redevelopment Agency. These upgrades will ensure authorized individuals will have right of entry to access to the 3<sup>rd</sup> Floor offices and associated common areas, at-will and outside of regular office hours. The cost for these upgrades are \$21,046.57 which includes the building access controls installation, video surveillance service upgrade installation, and the initial service charge.

Today, we are asking the SEOPW CRA to consider funding support for the facilitation of these upgrades. Once completed, the enhanced ease of access will ensure our tenants the opportunity to gain access to the facility to conduct business as needed, regardless of hours of operation, and without additional intervention from the building owner. I have included the detailed quotes from Johnson Controls Security Solutions for your review, and am available to discuss further, as needed.

We look forward to a favorable response. Thank you.

Sincerely,

Sincerely,  


Kamila E. Pritchett  
Executive Director  
The Black Archives

Encls

## Johnson Controls quote package Project budget

## Kamila Pritchett

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**From:** Joseph A Perez <joseph.a.perez@jci.com>  
**Sent:** Friday, June 24, 2022 11:58 AM  
**To:** Kamila Pritchett  
**Cc:** Timothy Barber; Javalin Lovett  
**Subject:** Quotes for security systems improvements  
**Attachments:** Black Archives.BA.conversion.add MSM.6.24.22.pdf; Black Archives.ACS.rider.add doors.6.24.22.pdf; Black Archives.CCTV.rider.add cam.6.24.22.pdf  
**Importance:** High

Good Morning Kamila,

I'm pleased to forward the quotes for improvements to the alarm, access control, and CCTV systems at The Black Archives.

Details on pricing, services to be provided, equipment, and the SOW can be found on Pages 3-4.

In summary, we are planning the following upgrades/modifications based on Mr Barber's requests during our walkthrough last month.

- Burglar Alarm –
  1. Upgrade communicator to IP/LTE tech.
  2. Add mobile notifications and management feature.
  3. Replace standard keypads with intelligent, easy to read and use, LCD touch panels.
  4. Integrate with access control for automated arming/disarming of system using cards readers.
- Access Control -
  1. Adding the North Lobby Entry/Exit (right hand set of double doors when entering).
  2. Replace obsolete push bar exit devices. Active panel will be a motorized device. Inactive side will have a matching mechanical device.
  3. An IN card reader will allow authorized access to the building and disarm the burglar alarm. An OUT reader will be only for convenience arming of the burglar alarm. Egress is always free.
  4. Also adding control of the door leading to the middle stairs/hallway to the back of the house from the Main Theater Lobby.
  5. An IN card reader will allow authorized access to the back of the house.
- CCTV –
  1. Add camera outside the North Lobby entry doors to record activity outside the doors and entry/exit events.

I welcome your questions or comments. Thank you.

Kind regards,  
Alex

**Joseph A. Perez "ALEX" / Account Executive / Miami / Coral Gables**

Direct: 786.999.4163

Main: 800.289.2647

joseph.a.perez@jci.com / www.johnsoncontrols.com

**Johnson Controls Security Solutions**

15901 SW 29<sup>th</sup> St #801

Miramar, FL 33027 / USA





TOWN NO 0149- MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WL7KUS
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**RIDER**  
For Additional Equipment and/or Services

**THIS RIDER** made on 6/23/2022 (the "Rider") is part of and is to be attached to the "Agreement" by and between Johnson Controls Security Solutions LLC (f/k/a Tyco Integrated Security LLC) (hereinafter "Johnson Controls") and The Black Archives d/b/a (hereinafter, "Customer") for the System in the "Premises" of Customer located at 819 Nw 2nd Ave, Miami, FL 33136.

The Customer hereby requests, and Johnson Controls agrees to install, the following additional Systems, Services, and/or Equipment as described in this Rider and the attached **Scope of Work; Contract Notes**:

Qty	Product Name	Location
1	Locksmith	
1	Electronic Push Bar Door Locking Device	
1	Mechanical Push Bar Door Locking Device	
1	Mag-Lock	
1	4-Door Hosted Access Kit: KT-400, transformer, battery	
1	6 AMP Lock Power Supply w/ Fused, isolated outputs	
3	ioProx reader, XSF, single-gang size, up to 20.5 cm (8 in) read range, black	
2	TREX PIEZO/2RELAY,NO LOGO	
2	DOOR CONTACT 1" RECESSED GREY WITH LEADS	
1	Exit Push Button w/ 30 Sec Timer, Customizable lens (Green/Red/Handicap)	
1	CAD Submittals & Drawings	
1	Permit Fees	
1	Inspections - Fire or Card Access or Low Voltage	
1	Programming	
1	Install Training	
1	Integration with alarm system for auto arm/disarm (wiring and relays under separate BA job)	

**CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$16,750.62
* Estimated Tax(es):	\$0.00
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$16,750.62</b>
Installation Deposit Amount:	\$0.00

2. **Annual Service Charge:**

Annual Service Charge Amount:	\$943.00
* Estimated Tax(es):	\$0.00
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$943.00</b>





TOWN NO 0149-MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WL7KUS
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4.2.a

**Charges and Fees:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in this Agreement plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in this Agreement. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to the CMC or any other Service(s). Any changes in the **SCOPE OF WORK** made by the Customer after execution of this Rider must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges and/or Fees. Any Customer order placed by email, telephone, or Internet website shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Rider, Customer agrees to pay Service Charges per annum set forth in this Agreement (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local taxes for **0** year(s) (the "Initial Term") effective from the date such Service is operative under this Rider. Until Customer has paid Johnson Controls the Installation Charge and Fees in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Rider shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of this Rider as liquidated damages but not as a penalty. Any such termination shall be effective as of the end of the subsequent monthly billing period. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Rider ("Fees"). The term "Agreement" refers to the Commercial Sales Agreement or the National/Global Account Master Agreement. The Equipment, Software, and Services provided, installed, and/or serviced under this Rider, including but not limited to parts provided under warranty (collectively and individually, the "System"), shall be subject to the Terms and Conditions of the Agreement. It is further agreed that the original expiration date of the Agreement shall be extended for a period of **0** years, but only with respect to the Equipment, Systems and Services furnished under this Rider. Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**Electronic Media.** Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**THIS RIDER REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES/SYSTEMS MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS RIDER WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

**JOHNSON CONTROLS SECURITY SOLUTIONS LLC**

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joseph Perez  
Sales Representative Registration # (if applicable): \_\_\_\_\_

**CUSTOMER**

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



TOWN NO 0149-MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WL7KUS
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4.2.a

**SCOPE OF WORK;CONTRACT NOTES:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of the Agreement shall be void and of no effect.

**Scope of Work:**

Contact Information: Timothy A. BarberExecutive Director THE BLACK ARCHIVES 819 NW 2nd Avenue Miami, FL 33136 786 -708-4610786 -368-7663  
System Operation: Adding 2 more points of entry/exit to existing Kantech Hosted access control system. The new controlled locations include the North Lobby, Right Entry/Exit Doorway, and the Main Lobby, Middle Stairwell/Back of House Stairs Doorway. The North Lobby Entry will have two readers. The outside reader will unlock the door and automatically disarm the security system. The inside reader will arm the security system. This reader is for convenience only. The door will be free egress at all times. No card read is required to exit. The Main Lobby, Middle Stairwell Door will have one reader on the lobby side to control access to the back of the house. The No rth Lobby doorway will be outfitted with new push bar exit devices to replace the obsolete Jackson units. The right hand door (when entering) will have an electrified unit. The left hand door will have a matching, mechanical unit. These will be supplied and installed by one of Johnson Controls' authorized locksmiths. Wiring and relays for integration with security system are included under the alarm system estimate #1 -6WO4HWY. Refer to approved drawings for equipment and locations.

Programming Info: Refer to system operation section for desired programming of new readers and alarm system integration. Customer is responsible for programming of system users, authority levels, schedules, etc. after initial training.

Site Conditions: Historic Theater with attached 3 story office building. Hard and drop tile ceilings with all work to be done and devices under 12 feet high. Control equipment is located in the IT/Communication Room on the 1st Floor. to be located in the technical director's office on the 1st floor.

Existing Equipment: Kantech Hosted Access System in use.

Customer Expectations: Work schedule will be coordinated with the contact persona and/or the GC. Normal work hours will be 9 AM to 5 PM, M -F. JCI will work clean and remove its own trash.

Training Expectations: JCI a training session/refresher for existing and new administrators. Training will include adding/deleting users, setting authority levels, creating scheduling and pulling reports.

General Comments: Local Low Voltage Electrical/Life Safety permit and inspections is required and included. Customer understands and agrees that final system design is subject to final AHJ approval. Changes, revisions ordered by the AHJ may result in additional labor and material charges to the customer. Customer is responsible for any additional costs arising from changes ordered by the AHJ.

Customer Responsibilities / Johnson Controls Exclusions: Provide and/or maintain: 1) Power outlets/feeds as required for system operation. 2) A TCP/IP port (jack) within 3 feet of the control panel with unblocked internet access. 3) A relay module from the building's Fire Alarm system, within 3 feet of the control panel. 4) Any wiring or installation of devices inside the elevator cab or any portion of the elevator machinery/controller and trailer cable. Customer acknowledges and agrees to have all of the above items completed and available at the time of installation. Customer will provide access to work areas during normal business hours of 9 to 5, M-F. Customer acknowledges and agrees to move/ relocate without delay at the request of JCI personnel any equipment, stock, merchandise, furniture, etc. which may impede installation or be a safety hazard as solely determined by JCI.

Documentation Needs: Signed & notarized permit application and NOC.

**Contract Notes:**



TOWN NO 0149-MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WL7KUS
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4.2.a

**Johnson Controls Security Solutions LLC ("Johnson Controls")**

Joseph Perez  
15901 SW 29th St, ST 200  
Miramar, FL  
33027

Tele. No. (786) 999-4163

**The Black Archives**

d/b/a:  
**Herein after called ("Customer")**  
819 Nw 2nd Ave,  
Miami, FL 33136

Attn:  
Tele. No. (305) 358-1146

**ADDITIONAL TERMS AND CONDITIONS**

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

**Terms and Conditions**

A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.

TCP/IP. Customer will supply a TCP/IP ethernet network address per Johnson Controls specifications for access control system operation.

Point of Connection – Fire System. Customer will supply the necessary alarm outputs from Customer's fire alarm panel for connection to Johnson Controls Equipment.

Ceiling Tiles, Painting, Patching. Johnson Controls is not responsible for damaged ceiling tiles, painting or patching.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

The foregoing modifications and/or additional terms and conditions are not binding unless approved in writing by an authorized representative of Johnson Controls.

Accepted and Agreed:

**Johnson Controls Security Solutions LLC**

**CUSTOMER**

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: Joseph Perez  
Sales Representative Registration # (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



4.2.a



TOWN NO 0149- MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WCLJ2C
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**RIDER**  
**For Additional Equipment and/or Services**

**THIS RIDER** made on 6/23/2022 (the "Rider") is part of and is to be attached to the "Agreement" by and between Johnson Controls Security Solutions LLC (f/k/a Tyco Integrated Security LLC) (hereinafter "Johnson Controls") and The Black Archives d/b/a (hereinafter, "Customer") for the System in the "Premises" of Customer located at 819 Nw 2nd Ave, Miami, FL 33136.

The Customer hereby requests, and Johnson Controls agrees to install, the following additional Systems, Services, and/or Equipment as described in this Rider and the attached **Scope of Work; Contract Notes**:

Qty	Product Name	Location
1	OUT VANDAL DOME IP CAM 2MP 30FPS MOTORIZED VARI-FOCAL LENS 3.1X 3.2	
1	Programming	
1	Permit Fees	
1	Inspections, Electrical	

**CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$3,260.93
* Estimated Tax(es):	\$0.00
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$3,260.93</b>
Installation Deposit Amount:	\$0.00

2. **Annual Service Charge:**

Annual Service Charge Amount:	\$86.00
* Estimated Tax(es):	\$6.02
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$92.02</b>

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



TOWN NO 0149-MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WCLJ2C
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4.2.a

**Charges and Fees:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in this Agreement plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in this Agreement. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to the CMC or any other Service(s). Any changes in the **SCOPE OF WORK** made by the Customer after execution of this Rider must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges and/or Fees. Any Customer order placed by email, telephone, or Internet website shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Rider, Customer agrees to pay Service Charges per annum set forth in this Agreement (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local taxes for **0** year(s) (the "Initial Term") effective from the date such Service is operative under this Rider. Until Customer has paid Johnson Controls the Installation Charge and Fees in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Rider shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of this Rider as liquidated damages but not as a penalty. Any such termination shall be effective as of the end of the subsequent monthly billing period. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Rider ("Fees"). The term "Agreement" refers to the Commercial Sales Agreement or the National/Global Account Master Agreement. The Equipment, Software, and Services provided, installed, and/or serviced under this Rider, including but not limited to parts provided under warranty (collectively and individually, the "System"), shall be subject to the Terms and Conditions of the Agreement. It is further agreed that the original expiration date of the Agreement shall be extended for a period of **0** years, but only with respect to the Equipment, Systems and Services furnished under this Rider. Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**Electronic Media.** Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**THIS RIDER REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES/SYSTEMS MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS RIDER WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joseph Perez  
Sales Representative Registration # (if applicable): \_\_\_\_\_

CUSTOMER

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



TOWN NO 0149-MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WCLJ2C
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4.2.a

**SCOPE OF WORK;CONTRACT NOTES:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of the Agreement shall be void and of no effect.

**Scope of Work:**

Contact Information: Timothy A. BarberExecutive Director THE BLACK ARCHIVES 819 NW 2nd Avenue Miami, FL 33136 786 -708-4610786 -368-7663

System Operation: Adding IP camera with analog output to existing analog video system. Camera is capable of 2MP resolution should customer upgrade to an IP based system at a later date. New camera location will be outside the doors at the North Lobby Entry. Refer to approved drawing for exact location.

Programming Info: New camera to record at 7 ips @ full resolution (4CIF), on motion 24/7, for best storage allowance. Approximate retention estimated at 30-45 days based on above settings and average activity.

Site Conditions: Historic Theater with attached 3 story office building. Hard and drop tile ceilings with all work to be done and devices under 12 feet high. The head end is located in the 1st floor Electrical/IT/Comm Room. There are 3 DVRs with available inputs.

Existing Equipment: Existing AD CCTV system and cameras in use.

Customer Expectations: Work schedule will be coordinated with the contact persona and/or the GC. Normal work hours will be 9 AM to 5 PM, M -F. JCI will work clean and remove its own trash.

Training Expectations: JCI to provide a training session of up to (2) hours for system administrators. on finding and downloading recordings, screen options, cameras settings and other basic features as the the customer requests.

General Comments: Local Low Voltage permit and inspections are required and included.

Customer Responsibilities / Johnson Controls Exclusions: Provide and/or maintain: 1) Power outlets/feeds as required for system operation. 2) A TCP/IP port (jack) at the location of each DVR with direct internet access. Furthermore, customer will ensure that there are no firewalls or other settings that will hinder establishing and/or maintaining communication remotely. Note: Customer needs a static IP address gateway and Network drop for remote access on customer's I-pad and smart phone. Customer acknowledges and agrees to have all of the above items completed and available to JCI at the time of installation. Customer will provide access to work areas during normal business hours of 9 to 5, M-F. Customer acknowledges and agrees to move/relocate without delay at the request of JCI personnel any equipment, stock, merchandise, furniture, etc. which may impede installation or be a safety hazard as solely determined by JCI.

Documentation Needs: Signed & notarized permit application and NOC.

**Contract Notes:**



TOWN NO 0149-MIAMI, FL	CUSTOMER NO 114961227	JOB NO	PO NO	ESTIMATE NO 1-6WCLJ2C
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4.2.a

**Johnson Controls Security Solutions LLC ("Johnson Controls")**

Joseph Perez  
15901 SW 29th St, ST 200  
Miramar, FL  
33027

Tele. No. (786) 999-4163

**The Black Archives**

d/b/a:  
**Herein after called ("Customer")**  
819 Nw 2nd Ave,  
Miami, FL 33136

Attn:

Tele. No. (305) 358-1146

**ADDITIONAL TERMS AND CONDITIONS**

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

**Terms and Conditions**

A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.

Ceiling Tiles, Painting, Patching. Johnson Controls is not responsible for damaged ceiling tiles, painting or patching.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

The foregoing modifications and/or additional terms and conditions are not binding unless approved in writing by an authorized representative of Johnson Controls.

Accepted and Agreed:

**Johnson Controls Security Solutions LLC**

**CUSTOMER**

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

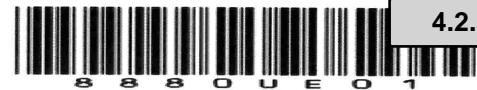
Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: Joseph Perez  
Sales Representative Registration # (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**COMMERCIAL SALES AGREEMENT**

**TOWN NO.**  
0149-MIAMI, FL

**CUSTOMER NO.**  
114961227

**JOB NO.**  
**PO NO.**

**ESTIMATE NO.**  
1-6W04HWY

**DATE:** 6/24/2022

**Johnson Controls Security Solutions LLC ("Johnson Controls")**  
Joseph Perez  
15901 SW 29th St, ST 200  
Miramar, FL 33027  
Tele. No. (786) 999-4163

The Black Archives  
d/b/a:  
("Customer")  
**Customer Billing Information**  
819 Nw 2nd Ave,  
Miami, FL 33136  
**Attn:** Kamila Pritchett  
**Tele. No.**

**Customer Premises Serviced**  
819 Nw 2nd Ave,  
Miami, FL 33136  
**Attn:** Timothy Barber  
**Tele. No.** (305) 358-1146

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

**I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:**

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

**II. CHARGES AND FEES; TAXES:** **a. Equipment Installation.** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All invoices for the installation Deposit Amount and the Installation Charges are due upon receipt. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

**b. Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for **5** year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Invoices are due within thirty (30) days of the date of the invoice. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

**c. Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**d. Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices are due upon receipt unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

**III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

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

[Signature Follow on Next Page]



4.2.a



## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0149-MIAMI, FLCUSTOMER NO.  
114961227JOB NO. \_\_\_\_\_  
PO NO. \_\_\_\_\_ESTIMATE NO.  
1-6WO4HWYIF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE  
\_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)Sales Agent: Joseph Perez  
Sales Representative Registration Number (if applicable): \_\_\_\_\_Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CUSTOMER ACCEPTANCE**

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO:  this signed contract satisfies Agreement

YES:  Single PO Required for Initial Term  
 Annual PO Required  
 ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES:  Email address to be used: \_\_\_\_\_NO:  Please submit invoices via mail  NO: Please submit via \_\_\_\_\_

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## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0149-MIAMI, FLCUSTOMER NO.  
114961227

JOB NO.

PO NO.

ESTIMATE NO.  
1-6WO4HWY

## SCOPE OF WORK / SCHEDULE OF PROTECTION

**IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

**A. Ownership of System and/or Equipment:** Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

**B. Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Burglar Alarm Monitoring PROVIDED, IP Daily Timer Test and Cell Backup Services PROVIDED

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

DataSource Access with Supervised Open Close User Logging Customer Schedule and Irregular Open/No Open/No Close PROVIDED

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

Additional Services:

Mobile Security Management Service PROVIDED

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

Qty	Product Name	Location
1	AS NOW INSTALLED:	
1	Security Alarm Panel	
1	Power Supply	
1	Wireless Receiver/Interface	
33	Door / Window Contacts	
14	Motion Detectors	
4	Glass Break Sensor (s)	
2	Overhead Door Contact/Magnet	
2	Panic/HU Button	
1	Sounder	
1	TO BE INSTALLED:	
3	KEYPAD, GRAPHIC, 7" TOUCHSCREEN	6290WC
1	INTERNET AND LTE COMMUNICATOR,	LTE-IV
1	Wired Relay Board; adds 4 programmable relays	
1	Integration with access control system for auto arm/disarm (Refer to access job SOW)	
1	Programming	
1	Install Training	

**D. CHARGES AND ESTIMATED TAX:**

**1. Installation Charge:**

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

**2. Annual Service Charge:**

Annual Service Charge Amount:	\$3,196.00
* Estimated Tax(es):	\$223.71
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$3,419.71</b>

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

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

Contact Information: Timothy A. BarberExecutive Director THE BLACK ARCHIVES819 NW 2nd Avenue Miami, FL 33136 786 -708-4610786 -368-7663

System Operation: Replacing existing keypads and communicator, adding MSM services, and integrating alarm with the access control system. Keypads to be replaced with new generation LCD touchscreen panels for ease of use. Communicator to be replaced with new generation IP/LTE dual-path unit for higher security and MSM services. Add programmable 4 relay module and integrate alarm with access control panels for auto arm/disarm feature.

Programming Info: Set up MSM and test on one customer provided mobile phone. Set up touchpads for easy access to arming and disarming the different partition groups. Refer to access control job under estimate #1-6WL7KUS for details of the desired auto disarm and arm functions using the access control readers.

Site Conditions: Historic Theater with attached 3 story office building. Hard and drop tile ceilings with all work to be done and devices under 12 feet high. Ceiling access panels throughout. Alarm control equipment is located in the A/C closet on the 2nd floor of the theater mezzanine lobby. Access control equipment is located in the IT/Communications and Electrical Room on the 1st Floor.

Existing Equipment: Refer to the equipment list for details.

Customer Expectations: Work schedule will be coordinated with the contact persona and/or the GC. Normal work hours will be 9 AM to 5 PM, M-F. JCI will work clean and remove its own trash.

Training Expectations: JCI will provide (1) training session of up to (2) hours for system administrator(s). Training includes use of the new LCD touchscreen panels and downloading, setting up, and use of MSM app on a mobile phone..

General Comments: None

Customer Responsibilities / Johnson Controls Exclusions: Provide and/or maintain: 1) Any power outlets/feeds for system operation. 2) Unblocked internet connection with jack in the IT Room. Customer acknowledges and agrees to have all of the above items completed and available to JCI at the time of installation. Customer will provide access to work areas during normal business hours of 9 to 5, M-F.

Documentation Needs: MSM checklist

**Contract Notes -**

## TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

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

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

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. 1. Account Activation Required; Additional Terms and Conditions. To activate any web-based features, Customer will receive a welcome letter for the MSM site ("MSM Site") and on initial login, will acknowledge the website terms of use ("MSM Site Terms"). All of Customer's employees, agents, and personnel using the System ("Users") are subject to the terms and conditions of the Agreement as modified by this Rider, in addition to the MSM Site Terms. At the time of account activation and when adding/modifying Customer Users, Customer shall identify such Customer Users as: (a) Admin User- Admin rights grant the ability to add and control other users as well as to configure and edit notifications. Has access to both the intrusion controls and video systems within a site or multiple sites; or (b) Standard User- User with limited access to the MSM System. Rights are only granted by the Admin user to access intrusion controls and/or video within a site or multiple sites. Does not have the ability to configure and edit notifications. "Master User" rights shall be retained by Johnson Controls and shall be used only on an as needed basis to provide technical support and maintenance service to Customer. 2. Mobile Security Management. Customer assumes full responsibility for: (a) the placement, location, direction and presence of the Equipment and any components (whether or not furnished by Johnson Controls) such as, cameras, recording, peripheral or other devices (each, a "Device"); (b) the recording, transmission, transfer or other use of any images/data captured by the System; (c) the manner of Customer's use of the System or any image or data captured/generated; (d) operating, setting, arming, disarming, viewing, configuring, modifying, reviewing and controlling the System and any associated systems e.g., thermostats, heating/air conditioning systems, lighting systems, doors, garage doors, fans, blinds, shutters, locks, appliances, et cetera connected to the System; (e) complying with all applicable laws related to Customer's use and operation of the System; (f) providing compatible Internet connectivity, computers, PDA's or other interface devices, if applicable, to enable Customer to use the System; and (h) User's access to and use of the System. Customer shall, and shall cause its Users to, fully comply with all laws governing the placement, presence, operation and use of the System and any data, photographs, images, live and archived video/audio feeds/recordings (collectively, "Recordings") captured by or generated by the System. The System is intended to be used only in conjunction with Johnson Controls' central station burglar alarm monitoring service and not as a separate/stand-alone alarm/intrusion event detection system. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD JOHNSON CONTROLS, ITS AFFILIATES, AND SUPPLIERS HARMLESS FROM ANY DAMAGES, LIABILITIES AND COSTS OR EXPENSES OF ANY KIND ARISING OUT OF ANY THIRD PARTY CLAIMS RELATED TO CUSTOMER'S USE OF THE SYSTEM AND RECORDINGS. 3. Transmissions; Security Risks. In providing the Services, Johnson Controls, its third party suppliers ("Suppliers"), or affiliated companies or their agents, employees, or directors (for purposes of this Section 3, collectively, "Johnson Controls"): (a) Johnson Controls may transmit, record, store, provide and/or receive unencrypted data, Recordings, e-mails and text messages ("Transmissions") via the Internet and/or store such Transmissions in facilities located outside the United States, and (b) Johnson Controls cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Transmission or from unauthorized or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Security Risks"). Customer hereby assumes, releases and discharges Johnson Controls of and from and shall upon demand indemnify and hold Johnson Controls harmless from all Security Risks and any and all loss, damage and liability caused by the Security Risks. If Johnson Controls stores any Transmissions on Customer's behalf, Johnson Controls cannot and does not warrant, assure or guarantee the length of time such Transmissions will be stored. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate its use of the System including any Transmissions to Johnson Controls. Customer is solely responsible for determining the capture/record settings on the Devices e.g., frequency and quality of Recordings. Such settings may affect the volume of Transmissions Customer is able to store and the fees charged to Customer for data hosting/storage. Johnson Controls shall have no liability whatsoever for the content of the Transmissions or failure of the System to transmit signals and/or data regardless of (1) the cause of such transmission failure; (2) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (3) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission in the United States and/or the Canadian Radio-television and Telecommunications Commission in Canada and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any Services including the transmission of data. The System may include or be configured by Customer to provide: (a) supplementary e-mail or text-message notifications (collectively, a "Supplementary Alarm Notice") of certain alarm signal events received by Johnson Controls' alarm monitoring center (the "CMC") from the System (each an "Alarm Event Signal"); and/or (b) e-mail or text-message notifications (collectively, an "Electronic Notice") of certain non-alarm signal events, such as changes-of-state of the System, or the occurrence or non-occurrence of certain events capable of detection the System ("Non-Alarm Event"). In order to receive and review a Supplementary Alarm Notice and/or an Electronic Notice, Customer must provide valid email addresses and telephone numbers, and e-mail or text-message software that is compatible with the System's e-mail and text-message protocol. Any additional or updated software, hardware or service or any adjustments or repairs to Customer's e-mail, text-message or Internet system, service or devices required to assure such compatibility will be obtained by Customer at Customer's expense. There may be times when a Supplementary Alarm Notice and/or an Electronic Notice will not be transmitted by the System or received by Customer or a Supplementary Alarm Notice and/or an Electronic Notice may be impaired or interrupted by conditions or circumstances beyond Johnson Controls' control, e.g., telecommunication failures, intermittent signals, interference, or areas without telecommunication network signals, Internet failures, computer viruses or problems with Internet service providers. Johnson Controls does not make any representation or warranty concerning the deliverability, quality, readability, reliability, timeliness, privacy or security of any Supplementary Alarm Notice and/or Electronic Notice. Further, Supplementary Alarm Notice(s) may be transmitted by Johnson Controls and received by Customer before the CMC has received and responded to the related Alarm Event Signal. ACCORDINGLY, CUSTOMER SHOULD NOT ENTER AND CUSTOMER SHOULD PREVENT OTHERS FROM ENTERING CUSTOMER'S PREMISES AFTER CUSTOMER OR ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST HAS RECEIVED A SUPPLEMENTARY ALARM NOTICE OF A BURGLARY, PANIC, DURESS OR ANY OTHER ALARM EVENT SIGNAL THAT MIGHT INDICATE AN INTRUDER HAS ENTERED CUSTOMER'S PREMISES WITHOUT BEING ACCOMPANIED BY THE POLICE OR A LICENSED SECURITY OFFICER. CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT Johnson Controls WILL NOT (A) CONTACT ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST, OR (B) SEND THEM A SUPPLEMENTARY ALARM NOTICE UNTIL, IN EACH CASE, THIRTY (30) MINUTES AFTER RECEIVING A PANIC OR DURESS ALARM EVENT SIGNAL FROM CUSTOMER'S ALARM EQUIPMENT. 4. Johnson Controls will use reasonable care in the installation and, if purchased, the maintenance of the System. However, in light of the inherent

and unpredictable nature of radio waves, radio wave interference, inconsistencies with broadband or Internet service, risk of human error, and the inherent possibilities of mechanical, electrical or other deficiencies or limitations in electronic equipment and software, Johnson Controls cannot and does not guarantee or warrant the effective or uninterrupted availability of the Services or use of the Equipment in connection therewith. 5. Customer acknowledges that it has no contractual relationship with Johnson Controls' Suppliers, and Customer is not a third party beneficiary of any agreement between Johnson Controls and its Suppliers, including but not limited to any third party network service providers ("NSP") who provide voice, data or internet services to Johnson Controls or its Suppliers. Customer understands and agrees that an NSP shall have no legal, equitable, or other liability of any kind to Customer. 6. Johnson Controls does not warrant and Johnson Controls will not provide warranty service (whether under the standard Limited Warranty or any Extended Limited Warranty/Quality Service Plan) for the batteries contained in any Device/Equipment or the replacement thereof. Customer shall test the System and batteries periodically to determine whether the batteries are charged and operating properly. Johnson Controls further does not warrant and will not provide warranty service for any part of the System obtained independently by Customer or serviced/modified by Customer or any third party. Johnson Controls IS NOT RESPONSIBLE FOR THE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY EQUIPMENT/DEVICES NOT PROVIDED BY Johnson Controls AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITIES OF ANY KIND OR NATURE WITH RESPECT TO ANY SUCH EQUIPMENT/DEVICES. Any additional equipment or replacement, not covered by warranty, ordered by Customer to be drop-shipped to Customer, will be provided if such equipment is available at the time ordered and will be billed at Johnson Controls' then-prevailing price for such equipment (plus shipping, handling, and any applicable sales tax) for such equipment/replacement. Customer's installation and use of any such equipment shall be subject to the terms of the Agreement and this Rider. 7. IF THE SERVICES ARE TERMINATED: (A) JOHNSON CONTROLS WILL NO LONGER PROVIDE (I) ANY SUPPLEMENTARY ALARM NOTICE OR ELECTRONIC NOTICE, OR (II) LIMITED/EXTENDED WARRANTY OR REPAIR OR REPLACEMENT SERVICES FOR CUSTOMER'S EQUIPMENT, (B) CUSTOMER WILL NO LONGER BE ABLE TO USE OR MONITOR THE EQUIPMENT OR ANY RECORDINGS AND SUCH RECORDINGS THEN STORED BY JOHNSON CONTROLS WILL BE, IN THE NORMAL COURSE OF JOHNSON CONTROLS' BUSINESS, PERMANENTLY REMOVED FROM JOHNSON CONTROLS' SYSTEM(S), AND (C) ANY AUTOMATIONS, SCHEDULES, SUPPLEMENTARY ALARM NOTICES AND ELECTRONIC NOTICES SET UP THROUGH THE JOHNSON CONTROLS MSM SITE WILL NO LONGER BE AVAILABLE TO CUSTOMER. ALL Z-WAVE DEVICES THAT HAVE BEEN INSTALLED ON OR AROUND THE CUSTOMER'S PREMISES MAY STILL FUNCTION, IF CUSTOMER PURCHASES A LOCAL Z-WAVE REMOTE CONTROL. DISCONTINUANCE OF THE SERVICES WILL NOT AFFECT THE ABILITY OF THE ALARM EQUIPMENT TO COMMUNICATE WITH THE CMC UNLESS THE MONITORING SERVICE PROVIDED UNDER THE AGREEMENT HAS ALSO BEEN DISCONTINUED. REGARDLESS OF WHAT IS STATED ABOVE, CUSTOMER MAY NOT TERMINATE ANY SERVICE PROVIDED UNDER THE AGREEMENT DURING THE TERM OTHER THAN AS EXPRESSLY PERMITTED IN THE AGREEMENT. 8. A number of factors in Customer's premises are outside of Johnson Controls' control such as lighting conditions, power outages, interference from other electrical equipment, Internet service issues such as download speed or interruptions or failure of Internet service. Such factors can affect Customer's ability to view and record/capture data/images. Johnson Controls makes no representations, promises or warranties with regards to and that Customer has reviewed and found acceptable the placement, image quality, resolution, clarity, color or other viewing attributes of any camera or recording devices furnished by or installed by Johnson Controls.

9. Network Connections and Communications Facilities. Johnson Controls' provision of the Services requires cellular data, broadband and/or DSL Internet, networked devices such as computers, personal digital assistants, cellular telephones/devices, routers and network connectivity (individually and collectively referred to as a "Network" and/or "Network Devices") that is compatible with the System. Johnson Controls will configure the settings on the System to work with Customer's Network and Network Devices. Johnson Controls will not alter Customer's Network, Network Devices, or firewall or security settings. Johnson Controls is not responsible for the setup, operation, maintenance or compatibility of Customer's Network or Network Devices or communication facilities. Customer is solely responsible for any telecommunications or other connectivity charges (including SMS charges) incurred as a result of using the Services. Customer shall be solely responsible for resolving any disputes with any telephone/Internet service company related to same. The speed and quality of remote video viewing is directly dependent upon the speed and quality of Customer's Network and Network Devices used with the Equipment. Johnson Controls is not responsible for performance issues or failures resulting from the Network, Network Devices or any hardware, software or other service provided by Customer for use with the Services including, without limitation, Internet latency, local area networks and non-conforming or non-compatible Network Devices or software. Customer may incur additional charges if the Network information Customer provides to Johnson Controls is incomplete or inaccurate or, if at the time of installation, Customer's Network connectivity is not available or Customer's Network is incompatible with the Equipment and such occurrence results in Johnson Controls spending excess time or re-scheduling appointments to complete the installation. Customer is responsible for purchasing, at Customer's expense, any equipment required to connect the Equipment to Customer's Network including, without limitation, a router and any network switches needed for Johnson Controls to complete the installation of the Equipment and Customer's utilization of the Services. Requests for service or support should be made to Johnson Controls at 800-289-2647. Johnson Controls will retain the ability to remotely access Customer's Equipment and System for maintenance purposes and in order to expedite installation in connection with new Customer location service requests. Use of certain System features requires Customer to: (a) have access to the Internet and an e-mail or text-message address; and (b) accept and continue to accept the Johnson Controls' MSM Site Terms and any other terms and conditions required for access to and use of the Johnson Controls' MSM Site, as such terms and conditions may change from time to time, and (c) obtain valid User identifications, passwords, and/or personal identification codes ("PIC(s)") to access the Johnson Controls' MSM Site. The Johnson Controls' MSM Site Terms may be updated or modified by Johnson Controls from time to time at its sole discretion and without notice to Customer. Changes to the Johnson Controls' MSM Site Terms will be effective when posted. Customer agrees to review the Johnson Controls' MSM Site Terms periodically to be aware of any changes. Customer will be deemed to have accepted any modified Johnson Controls MSM Site Terms if Customer continues to use the Johnson Controls MSM Site after such modified terms have been posted. Customer may have the option to remain logged onto the Johnson Controls' MSM Site from Customer's PDA or other equipment for an extended period. Persons who obtain access to Customer's Network and Network Devices while it is logged onto the Johnson Controls' MSM Site, may be able to view the images and data contained on or transmitted to the Johnson Controls' MSM Site. Customer is solely responsible for the security of Customer's PICs, Network and Network Devices or other equipment used to log onto the Johnson Controls' MSM Site. Customer releases Johnson Controls and its Suppliers from and shall upon demand indemnify and hold Johnson Controls and its Suppliers harmless from any loss, damage or other liability arising from any person obtaining access to Customer's personal and private information through Customer's Network, Network Devices or other equipment used to log onto the Johnson Controls' MSM Site.

A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls 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.

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

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

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

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

addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

**E. Limitation of Liability.** 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

**F. Other Charges; Remedies; Termination.** 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that 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 Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) 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 Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls 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 Johnson Controls 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 Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

**I. Miscellaneous.** 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof)

requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

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

K. Force Majeure. Johnson Controls 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 Johnson Controls 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 Johnson Controls, 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, quarantines, 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 power outages, interruptions or degradations in 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 Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls 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 Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

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

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls 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 Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its 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 loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software 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 set forth in the applicable SOW, 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 SOW. 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. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' 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.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. 2. Johnson Controls as Controller: Johnson Controls 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 Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' 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.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security

Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on [www.johnsoncontrols.com](http://www.johnsoncontrols.com). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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## COMMERCIAL SALES AGREEMENT

TOWN NO. 0149-MIAMI, FL	CUSTOMER NO. 114961227	JOB NO.	PO NO.	ESTIMATE NO. 1-6W04HWY
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## ADDITIONAL TERMS AND CONDITIONS

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joseph Perez  
15901 SW 29th St, ST 200  
Miramar, FL 33027  
Tele. No. (786) 999-4163

The Black Archives

*d/b/a:*

("Customer")

Customer Billing Information

819 Nw 2nd Ave,  
Miami, FL 33136  
Attn: Kamila Pritchett  
Tele. No.

Customer Premises Serviced

819 Nw 2nd Ave,  
Miami, FL 33136  
Attn: Timothy Barber  
Tele. No. (305) 358-1146

DATE: 6/24/2022

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

## Terms and Conditions

A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.

Ceiling Tiles, Painting, Patching. Johnson Controls is not responsible for damaged ceiling tiles, painting or patching.

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

CUSTOMER: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: Joseph Perez  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**PROJECT INFORMATION**

Project Name	BAHLT Security Upgrades
Project Description	Upgrade of current alarm system to include enhanced surveillance cameras and allow access controls for individual user access. Fees include installation, equipment, and initial service fee. Subsequent service fees to be paid by the Black Archives. Full description of services included in request packet.
Contractor	Johnson Controls Security Solutions

**PROJECT FUNDS REQUESTED**

\$21,046.57

Item	Category	Amount
Building Access Controls Installation & Initial Service Charge	Facility Management- Security	\$17,693.62
Video Surveillance Service Installation	Facility Management- Security	\$3,352.95
Total		\$21,046.57

SEOPW Board of Commissioners Meeting  
September 22, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: September 15, 2022 File: 12601  
Members of the CRA Board

Subject: Grant to City of Miami Black Police  
Precinct and Courthouse Museum,  
Inc.From: James McQueen  
Executive Director

Enclosures: File # 12601- Backup

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorizes a grant to City of Miami Black Police Precinct and Courthouse Museum (“Black Police Precinct”) located at 480 NW 11<sup>th</sup> Street, Miami, FL 33136, for a four-year period, subject to annual budget approval, in an amount not to exceed \$\$275,000.00 per year for October 1, 2022 – September 30, 2023, October 1, 2023 – September 30, 2024, October 1, 2024 – September 30, 2025, and October 1, 2025 – September 30, 2026, respectfully totaling an amount of 1.1 million dollars, for the daily operation of the Black Police Precinct.

In 2011, the City of Miami conveyed the Black Police Precinct and Courthouse Museum (“Black Police Precinct”) to the SEOPW CRA for the purpose of continuing redevelopment efforts in accordance with the SEOPW CRA’s Redevelopment Plan. Currently the Black Police Precinct is operated by City of Miami Black Police Precinct and Courthouse Museum, Inc. (“COMBPPCM”), a 501(c)(3) non-profit established by group of local retired police officers who have led efforts to preserve the building and maintains the museum’s daily operations on a volunteer basis.

**JUSTIFICATION:**

Section 2, Goal 1, at page 11, of the Plan lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal.

Section 2, Principle 6, at page 15, of the Plan states, “local cultural events, institutions, and businesses are to be promoted”. Further, Section 2, Principles 8 and 14, at page 15 of the Plan states that “older buildings that embody the area’s cultural past should be restored” and the area’s sense of community should be restored and unified culturally.

**FUNDING:**

\$275,000.00 allocated from SEOPW Tax Increment Fund, entitled, “Other Grants and Aids,” Account Code No. 10050.920101.883000.0000.00000.

**FACT SHEET:**

**Company name:** City of Miami Black Police Precinct and Courthouse Museum (“Black Police Precinct”)

**Address:** 480 NW 11<sup>th</sup> Street, Miami, FL 33136

**Funding request:** \$275,000.00

**Term:** Total 4 years

**Age range of participants:** Between 4 – 65 years of age

**Scope of work or services (Summary):** Daily operation, design, develop, and update exhibits in the Black Police Precinct and implement educational outreach programs for Kindergarten to High school students.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** September 22, 2022

**CRA Section:**

**Brief description of CRA Agenda Item:**

AUTHORIZING A GRANT TO CITY OF MIAMI BLACK POLICE PRECINCT AND COURTHOUSE MUSEUM ("BLACK POLICE PRECINCT") IN THE AMOUNT OF \$275,000.00 PER YEAR FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2023, OCTOBER 1, 2023 – SEPTEMBER 30, 2024, OCTOBER 1, 2024 – SEPTEMBER 30, 2025, AND OCTOBER 1, 2025 – SEPTEMBER 30, 2026, RESPECTFULLY TOTALING AN AMOUNT OF 1.1 MILLION DOLLARS, FOR THE DAILY OPERATION OF THE BLACK POLICE PRECINCT.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 Amount:\$ 275,000 FY 2023  
\$275,000 FY2024, \$275,000, \$275,000 FY 2025 AND \$275,000 FY 2026

NO (Complete the following source of funds information):

Amount budgeted in the line item: \$

Balance in the line item: \$

Amount needed in the line item: \$

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 9/15/2022

Approval:



Miguel A. Valentin, Finance Officer 9/15/2022



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 12601**

**Final Action Date:**

THE ATTACHED RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZES A GRANT TO CITY OF MIAMI BLACK POLICE PRECINCT AND COURTHOUSE MUSEUM ("BLACK POLICE PRECINCT") IN THE AMOUNT OF \$275,000.00 PER YEAR FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2023, OCTOBER 1, 2023 – SEPTEMBER 30, 2024, OCTOBER 1, 2024 – SEPTEMBER 30, 2025, AND OCTOBER 1, 2025 – SEPTEMBER 30, 2026, RESPECTFULLY TOTALING AN AMOUNT OF 1.1 MILLION DOLLARS, FOR THE DAILY OPERATION OF THE BLACK POLICE PRECINCT. FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE. FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Plan lists Black Police Precinct and Courthouse Museum ("Black Police Precinct") as being a structure of major importance and emphasis should be placed on its preservation. Further, the Black Police Precinct was renovated by the City of Miami to be used as a museum and to promote cultural activities for the Overtown community; and

WHEREAS, The Board of Commissioners hereby authorizes a grant, in an amount not to exceed \$275,000.00, for the daily operation of the Black Police Precinct.

WHERE AS, Section 2, Goal 1, at page 11, of the Plan lists the "preserv[ation of] historic buildings and community heritage" as a stated redevelopment goal.

WHERE AS, Section 2, Principle 6, at page 15, of the Plan states, "local cultural events, institutions, and businesses are to be promoted". Further, Section 2, Principles 8 and 14, at page 15 of the Plan states that "older buildings that embody the area's cultural past should be restored" and the area's sense of community should be restored and unified culturally.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes a grant, in an amount not to exceed \$275,000.00, for the daily operation of the Black Police Precinct.

Section 3. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 4. The Executive Director is authorized to execute all documents necessary for the purposes set forth above.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Vincent T. Brown, Staff Counsel

9/15/2022

# 2022 PROJECT PROPOSAL

CITY OF MIAMI BLACK  
POLICE PRECINCT AND  
COURTHOUSE MUSEUM  
1944-Present



MUSEUM FUNDING PROPOSAL  
REQUEST FOR: SEOPWCRA  
**COLLECTING HISTORY-RESTORING  
THE TRUTH**

PROPOSED BY  
TERRANCE CRIBBS-LORRANT



## HISTORIC NEGRO POLICE PRECINCT & COURTHOUSE MUSEUM: THE FIRST FIVE

the City of Miami hired its first five black police officers were sworn in as "emergency patrolmen" to enforce the law in as then called the Central Negro District. These stalwart men alph White, Moody Hall, Clyde Lee, Edward Kimball, and John e. By 1945, ten more officers were added. A precinct building nstructed in 1950, and served as a station house and courtroom. esigned by Walter C. DeGarmo (1876-1951), one of Miami's d most prominent architects. Lawson E. Thomas, judge of the nicipal Court, presided over the precinct's courtroom. He e first black judge elected in the South since Reconstruction. ami's first black judge. In 1955, the City of Miami appointed ond black municipal judge, John Johnson. He presided along- ve Jewish judges, who had sacrificed their careers to serve "colored courthouse." The Negro Precinct was unique because esigned, devoted to, and operated as a segregated station and court. There was no other known to exist in the country time. It served as a blueprint for community policing practices, ovided an opportunity for black defendants in Miami to receive due process.

A FLORIDA HERITAGE SITE  
NSORED BY CITY OF MIAMI RETIRED POLICE OFFICERS COMMUNITY BELOVOLENT ASSOCIATION;  
ASSOCIATION: SOUTHEAST OVERTOWN/PARK WEST COMMUNITY

## OVERVIEW OF THE COMPANY

In September of 1944, the Miami Police Department began hiring black police officers. In May of 1950, a police precinct was built by renowned Miami architect, Walter G. DeGarmo at 480 NW 11 Street to provide a station house for African American policemen and a courtroom for African American judges in which to adjudicate African American defendants. This building is unique as there is no other known structure in the nation that was designed, devoted to and operated as a separate station house and municipal court for Blacks. The precinct closed in 1963 and the police department was integrated at the main MPD police station.

The African-Americans who served here improved their professional status within both the Black and White communities; although, they continued to be treated as second-class citizens. Pioneering efforts of the first five Black patrolmen opened the door for hundreds of African-American men and women to become law enforcement officers in the Miami Police Department.

Judge Lawson E. Thomas, one of two judges who presided in the precinct's courthouse, was the first African-American judge appointed in the South since Reconstruction. Judge Thomas distinguished himself as a tireless proponent of racial equality throughout his legal career and was extremely effective in decreasing juvenile delinquency and other crimes within the community.

The precinct was restored in 2008 with funding assistance from the City of Miami, the members of the City of Miami Retired Police Officers Community Benevolent Association (COM-R-POCBA), and a generous grant from the Florida Department of State, Division of Historical Resources. The movement to preserve the building was initiated by members of COM-R-POCBA (among them, many who served in the historic precinct) and the late Arthur E. Teele, Jr., City Commissioner.



## THE PROJECT

The Board of the Museum would like to build on the accomplishments of the past by transitioning the operation of the Museum from one that was essentially volunteer-driven to one that relies on experienced professionals in the fields of museology, education, fundraising and event production. Through the services of these professionals, the Board will work to create one of the City of Miami's best museums; one the region's most popular tourist destinations; and one of the community's most precious assets.

Our objectives can be met rapidly through our continued and strengthened partnerships with the City of Miami and the SEOPW CRA. With the CRA's financial assistance for one year, we will be able to:

- Design and update professionally-developed exhibits in the Museum that will greatly enhance our mission as an educational institution dedicated to the history of the Precinct and Courthouse
- Utilize the services of clerical, museum, and event professionals
- Fund marketing and outreach
- Purchase equipment and software necessary for educational programming
- Fund social media and online presence for the Museum
- Continue the expansion of community-center programs and projects that underline the mission of the museum, encourages better communication between law enforcement and citizens and offer best practice approaches to trainings, workshops and activities.

Furthermore, the Board is committed to reaching financial self-sufficiency via a number of revenue streams that include:

- Membership
- Annual Campaign
- Endowment
- Fundraisers
- Events
- Grants & Foundation Awards
- Rentals
- Gift Shop Sales

**FEBRUARY 5, 2019  
THE MUSEUM WAS  
AWARDED NATIONAL  
DESIGNATION**



## PROJECT NARRATIVE REQUEST

### Programming will include:

#### Exhibits

Design and update professionally-developed exhibits in the Museum on both floors of the museum. The new exhibits will include artifacts and first-person narratives regarding experiences for law enforcement officers in the decade of 1950; experiences in Miami's "Black" courtroom and the desegregation of the Miami Police Department. Other focuses include the initial five Black patrolmen and other "firsts" for African-Americans in Miami law enforcement. The museum has exhibited during Art Basel and supported the collective Art of Black Miami.

#### Education

Educational outreach programs will be implemented for K-8 and High school students. The curriculum will focus on issues dealing with bullying, community implicit bias training, law enforcement, self-expression and community projects involving art, preservation, and subsequent exhibits. Girl Scout Troop 1877 was established in 2018 and continues to support young girls throughout the Overtown community. The Museum has a strong track record of schools visiting the site and has worked with 5,000 Role Models and Teen Court. The Museum plans to install Closed Circuit equipment\*\* which will link the courtroom on the second floor to the educational/all-purpose center on the first floor.

#### Marketing and Outreach

The Museum will engage in a full marketing and public relations plan spearheaded through staff contributions. The museum will continue its partnership with AAAM and continue to seek Smithsonian affiliate status. The Museum will be featured in print and other media via press releases and advertisements while producing a regularly publish newsletter. Marketing includes working with the Convention and Visitors Bureau and partnering with other venues in Overtown and Miami. The Museum will develop its website and social media presence.

## ....PROJECT NARRATIVE CONTINUE

### Personnel

The Museum will transition from an all-volunteer staff to professionals, including:

- Museum Director
- Museum Curator
- Museum Education Coordinator
- Recorder/ Bookkeeper
- Oral Historian Facilitator
- Docents

### Project Timeline:

The hypothesis of this project is to attract a new systems approach, using the stories and practices of the Black Police Precinct and Courthouse. As a case study for how we might be able to subscribe to a different mindset when it comes to [black] people and law enforcement working together to solve and reduce crime within neighborhoods. For data collection, the project will work directly with the Miami Black Police Associations to assign and assess the practices of Black officers currently working neighborhoods of color. Through a cultivation of collected data, oral interviews; mixed methods research approach, an attractive virtual exhibit will be curated to bring voice to the content's conversation and to the current systems' influencers. From concept to creation, This 7-to-10-month project will set the course for future discussions that potentially invoke policy changes both at the local, state and even national level. The virtual exhibit will be accessible to more than 415 schools; with specific curriculum guided instructions that foster an appreciation for law enforcement and community. Working together to address the problem together; Collecting History Restoring The Truth.



PROPOSED BY

TERRANCE CRIBBS-LORRANT

## CONCLUSION

The City of Miami and SEOPW CRA have a unique opportunity to increase their revenue in the Overtown community by fostering a vibrant and popular Museum. The Board believes that an institution of the magnitude we plan will be an income-driver within the community –bringing Museum visitors to other venues within the community to dine, shop, and frequent other historic sites. We believe in this because our experiences in operating this Museum with very little in the way of financial resources have shown that the Museum has attracted tourists and local visitors in ever-increasing numbers.

The City of Miami, SEOPW CRA, and the Museum have a unique partnership opportunity. The Museum is destined to increase its attendance, educational outreach, and impact in the community. This translates to a significant economic impact on the community of Overtown and national attention for the City of Miami. We thank you and respectfully request your support. We direct your attention to the attached Budget Narrative and the proposed Expense and Revenue Budget.



PROPOSED BY

TERRANCE CRIBBS-  
LORRANT

## Fundraising

### Event Production and Gift Shop

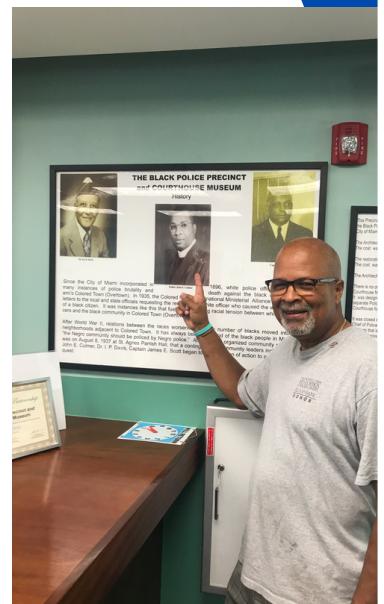
**The Museum will contract with an Event Producer to create fund and awareness-raising events appropriate to the Museum's mission. The Events Producer will also merchandise and purchase inventory for the Gift Shop. It is projected that the events will grow through time and be a reliable source of revenue for the Museum. Proposed fundraising projects include:**

- Ball & Chain Themed Weddings
- Pioneer's Gala or Cops & Robbers Ball
- Black History Excellence: Past, Present & Future
- Art Basel-coordinated Exhibit

### Board-Initiated Fundraising

The Museum Board, as of 2019, have committed to annually donating \$500.00 each and have volunteered service of in-kind exceeding \$80,000. In 2021, for the first time since joining the #GiveMiamiDay, the museum past its financial goal of \$10,000 with more than 65% first time donors. Board members continue to raise awareness of the institution via a number of outlets, establish a robust membership, and create an endowment to ensure the Museum's fiscal health. Grants and foundation funds will be actively sought.

SINCE 2017, IN SPITE OF THE PANDEMIC, THE MUSEUM CONTINUES TO FOCUS EFFORTS TOWARDS COMMUNITY OUTREACH AND SUSTAINABLE PROGRAMMING



In 1944, the Miami Police Department began a new era in law enforcement hiring the first five African American police officers in the City of Miami. Because of segregation, the officers could not operate out of the main Miami Police Station, so they policed by walking and riding bicycles. There are even stories of arrested prisoners being taken to jail on bicycle handlebars, or by walking and even hailing rides from citizens driving by. They had no cars, no radio contact and, most of all, no headquarters until 1950, when renowned Miami architect Walter G. DeGarmo designed the first and only Black Precinct and Courthouse.

Buy 1 ticket at Regular Price and your 2nd ticket is FREE  
Student ticket w/ School ID \$5  
Seniors 65 & up \$5

Tour the museum the week of your birthday: FREE ENTRY  
Police Officers & First Responders FREE (with Proof of Service)  
Officer VALID: \_\_\_\_\_

Address: 480 NW 11th Street  
Phone Number: 305 - 239 - 2513  
Website: [www.historicalblackprecinct.org](http://www.historicalblackprecinct.org)



Judge F. Duhant, Judge John D. Johnson,  
Judge M. Friedman, Judge J. E. Scott,  
Judge M. L. Johnson, Judge A. Duhant,  
Judge M. L. Johnson, Judge F. Schorski.



HOW DO I GIVE?

Text "DONATE"  
to  
559-316-5646



Where Else Can I Give?  
[www.HistoricalBlackPrecinct.org](http://www.HistoricalBlackPrecinct.org)  
Or  
PayPal Black Police Museum

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Black Police Precinct and Courthouse Museum

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PROPOSED BY

TERRANCE CRIBBS-LORRANT



## COMBPPCM

**City of Miami Black Police Precinct and Courthouse Museum, Inc.** a 501 (c) 3 a (Not for Profit org.)

480 NW 11<sup>th</sup> Street, Miami, FL 33136 • Telephone: (305)329-2513 •Fax: (305) 329-2547

Mailing Address: P.O. Box 011874, Miami, FL 33101

### BOARD OF DIRECTORS 2020-2022

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Executive Director  
Southeast Overtown Park West CRA  
819 NW 2nd Ave 3rd Floor  
Miami, FL, 33136

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Executive Director

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Barbara Johnson

Dear Mr. James McQueen,

The City of Miami Black Police Precinct and Courthouse Museum was established in 2008 following the strong support of community, city leaders and those retired law enforcement officers; who at one point were segregated to only have the ability to work out of what was known as the "colored" Precinct. Since that time, the museum has been maintaining and growing both in attendees and awareness throughout the nation. On February 5, 2019, the museum became a federally registered National Historic Site; positioning it to gain further recognition and possible financial support as it relates to the tax status for be a registered historic location..

In 2016, the Southeast Overtown Park West CRA co-sponsored a grant for the museum upon being awarded the Institute of Museum and Library Services grant. This three-year matching grant was given to the CRA to support capacity building processes for the museum, however, there was no anticipation of the world pandemic that would devastate even more the abilities of the museum.

To continue the efforts and progress of the museum as well as update the historical data, collections, and exhibitions, the museum is requesting \$300,000 to cover October 1st - November 1st 2023. Funding would be used, as outlined in the attached proposal budget, to implement new projects and exhibits that align with the mission of the museum and support those successful programs that currently continue.

Thank you in advance for your support and encourage any feedback that you might have with regards to our included proposal *Collecting History Restoring The Truth*.

If you have any questions, please do not hesitate to contact me over email at [director@historicalblackprecinct.org](mailto:director@historicalblackprecinct.org) or 786.383.7094.

Respectfully yours,

*Terrance Cribbs-Lorrant*  
Museum Director

# SEOPW CRA 2022 Proposal Budget Request

## CRA 2022 Proposal Budget Request

Applicant Organization: City of Miami Black Police Precinct and Courthouse Museum  
 Project Name: Collecting History Restoring The Truth  
 Project Start Date/End Date: 11/1/2022 - 10/01/2023

Description/Details for Each Line Item		Amount
<b>A. Salary, Wages &amp; Benefits</b> Please list each staff member on as a separate line item in column B.	Museum Director-FT (does not include fring.benefits) \$38.46 x 40	\$ 80,000.00
	Museum Curator -PT \$23 x 26hr x 48wk	\$ 28,704.00
	Education Coordinator- PT \$20 x 26hrs x 48wk	\$ 24,960.00
	Recorder/ Bookkeeper-PT \$28 x 12hr x 48wk	\$ 16,128.00
	Docents/Oral Historian Facilitator (3) \$18 x 26hr x 48 wk	\$ 67,392.00
<b>A. Salary, Wages &amp; Benefits Total</b>		<b>\$ 217,184.00</b>
<b>B. Equipment</b> Not to exceed 20% of total project costs.		\$ -
<b>B. Equipment Total</b>		\$ -
<b>C. Supplies &amp; Materials</b>	5 (3' x 4') printed panels	\$ 3,500.00
	Implicit Bias & Knowing The Law Workbooks \$120 x 25 people	\$ 3,000.00
<b>C. Supplies &amp; Materials Total</b>		<b>\$ 6,500.00</b>
<b>D. Design &amp; Publication Costs</b>	Print Ads (5): Miami Herald and Miami Times- Quoted cost	\$ 4,250.00
	Banners (3): Announcing exhibit opening, one interior, one exterior \$500 x 3	\$ 1,500.00
	Printing: Program and exhibit brochures \$.80 x 5000	\$ 4,000.00
	Printing: Announcement cards of exhibit \$.50 x 2500	\$ 1,250.00
<b>D. Design &amp; Publication Costs Total</b>		<b>\$ 11,000.00</b>
<b>E. Consultant Costs</b>	Implicit Bias Training Consultant \$52 x 350hrs	\$ 18,200.00
	Exhibit Designer: \$25 x 200 hours	\$ 5,000.00
	Exhibit Installation: Quoted rate	\$ 1,500.00
	Graphic/Application Designer: \$25/hr x 300 hrs	\$ 7,500.00
	Cinematographer: \$52/hr x 130 hrs	\$ 6,760.00
		\$ -
<b>E. Consultant Costs Total</b>		<b>\$ 38,960.00</b>
<b>F. Other Direct Costs</b> Include any direct costs that do not fit into one of the above categories.	Speakers (5): Honoraria \$250 x 5	\$ 1,250.00
	Focus Group Participants (25): Compensation \$50 x 25 participants	\$ 1,250.00
	Community Implicit Bias 6 wk Workshop- \$250 x 25 participants	\$ 6,250.00
		\$ -
		\$ -
<b>F. Other Direct Costs Total</b>		<b>\$ 8,750.00</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$282,394</b>
<b>G. Indirect Costs</b>		0% \$0
<b>H. Total Project Costs</b>		<b>\$282,394</b>