



CITY OF ALLENTOWN

**30115**

**RESOLUTION**

**R152 – 2020**

*Introduced by the Administration on December 21, 2020*

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Approves the following transfers: \$16,848 in CED for Laptops; \$68,250 in Recreation for concession stands at Percy Ruhe and Mack Pool; \$50,000 transfer in Parks for a leaf loader; 267.24 in Human Resources to implement a 2021 Virtual Wellness Program; \$40,000 in Engineering for the Livingston Watershed project at 6th and Sumner; \$22,800 in Police/Public Safety for Ongoing Maintenance for In-Car Cameras, Body Camera and Software Maintenance for 2020 – 2021; \$10,499.91 in Health for overtime due to COVID-19 case investigations and \$7,000 in Risk Management for CARES Grant Funds for the elevator project.

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*Resolved by the Council of the City of Allentown, That*

**WHEREAS**, the Administration has requested Council approve the following transfer:

**Transfers:**

- **Recreation:** \$68,250 to Purchase Supplies and Equipment to Renovate the Concession stands at Percy Ruhe and Mack Pool from Account #000-08-0906-0001-04 (Temp Wages) to #000-08-0906-0001-68, #000-08-0906-0001-72, #000-08-0709-0001-46, #000-08-0709-0001-54, and #000-08-0709-0001-64.
- **Parks:** \$50,000 to purchase a Leaf Loader from Account #006-08-6761-0001-04 (Temp Wages) to #006-08-6761-0001-72 (Equipment).
- **Human Resources, Risk & Safety:** \$40,267.24 to Implement a 2021 Virtual Wellness Program from Account #000-06-0603-0001-68 (Operation Materials & Supplies) to Account #000-06-0603-0001-63 (Wellness).
- **Engineering:** \$40,000 Funds for 76 Construction Contract Account to Construct the Livingston Watershed at 6th and Sumner from Account #001-03-2001-1910-54 (Repair & Maintenance Supplies) to Account #001-03-2001-1910-76 (Construction Contracts).
- **Police/Public Safety:** \$22,800 for Ongoing Maintenance for In-Car Cameras, Body Camera and Software Maintenance for 2020 – 2021 from Account #000-04-0802-0001-46 (Contract Services) to 000-04-0802-0001-42 (Repairs & Maintenance).
- **Health:** \$10,499.91 for Additional Overtime Hours Required Due To COVID-19 Case Investigation and Follow Up from Account #000-09-0908-0019-06 (Premium Pay) to Account #000-09-0908-0004-06 (Premium Pay).
- **Risk Management:** \$7,000 for CARES Grant Funds for the City Hall Elevator Project to be Funded 50 Percent by the CARES Act and Requires Moving Funds to Proper Account from Account #081-02-8001-0001-66 (Operational Materials & Supplies) to Account #081-02-8001-0001-72.
- **CED:** \$16,848 for Laptops from Account #000-0901-0001-41 (Art Expenses) to Account #000-09-0901-0001-72 (Equipment).

**NOW, THEREFORE, BE IT RESOLVED** that City Council hereby approves the transfer.

	Yea	Nay
Candida Affa	X	
Julio A. Guridy, VP	X	
Ce-Ce Gerlach	X	
Cynthia Mota	X	
Joshua Siegel	X	
Ed Zucal	X	
Daryl Hendricks, Pres.	X	
TOTAL	7	0

***THIS IS TO CERTIFY, That the above copy of Resolution No. 30115 was adopted by the City Council of Allentown on the 21<sup>st</sup> day of December, 2020, and is on file in the City Clerk's Office.***

  
\_\_\_\_\_  
City Clerk

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

### CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO:	Jessica Baraket, Interim Director	FROM:	Karen El-Chaar
BUREAU:	Department of Finance	BUREAU:	Recreation

#### TRANSFER DETAIL

Date of Request:	8-Dec-20	Fund: General	Transfer Amount:	\$68,250.00
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#### FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
000-08-0906-0001-04	\$68,250.00	548,390.00	\$129,644.78	61,394.78
Temp Wages				-
				-
				-
				-
				-
				-
				-
				-
				-

#### TO (CREDIT)

000-08-0906-0001-68	\$22,000.00	\$21,325.00	\$3,892.76	25,892.76
000-08-0906-0001-72	4,250.00	2,250.00	1,320.44	5,570.44
000-08-0709-0001-46	17,000.00	-	-	17,000.00
000-08-0709-0001-54	20,000.00	39,275.00	-	20,000.00
000-08-0709-0001-64	5,000.00	13,000.00	4,011.19	9,011.19
				-
				-

#### Reason Transfer is Required:

Funds are needed to purchase supplies and equipment to renovate the concession stands at Percy Ruhe Park and Mack Pool. Based on a quote received from an outside contractor, the work can be completed in house to renovate both stands for considerably less than the cost of the contractor renovate only one. Completing the renovations will also increase revenue potential for 2021.

#### Reason Funds are Available for Transfer:

The pools were closed due to COVID-19.

#### TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

	Amount not more than \$5,000.00
X	Amount is greater than \$5,000.00
Department Head:	Karen M. Elchaar
Director of Finance:	Jessica Baraket
City Controller (if amount is greater than \$5,000):	Randy
Mayor or Managing Director (if amount is greater than \$5,000):	Randy
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:	

Date: 12/9/2020  
Date: 12/10/20  
Date: 12/14/20  
Date: 12/14/20

#### CITY COUNCIL

Daryl Hendricks, President:	[ ] Approved [ ] Disapproved	Date:
Julio Guridy, Vice President:	[ ] Approved [ ] Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	[ ] Approved [ ] Disapproved	Date:
Candida Affa, Councilperson	[ ] Approved [ ] Disapproved	Date:
Joshua Siegel, Councilperson	[ ] Approved [ ] Disapproved	Date:
Ed Zucal, Councilperson	[ ] Approved [ ] Disapproved	Date:
Cynthia Mota, Councilperson	[ ] Approved [ ] Disapproved	Date:

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

### CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO: Jessica Baraket, Interim Director	FROM: Karen El-Chaar
BUREAU: Department of Finance	BUREAU: Parks

#### TRANSFER DETAIL

Date of Request: 8-Dec-20	Fund: Trexler	Transfer Amount: \$50,000.00
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#### FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
006-08-6761-0001-04 Temp Wages	\$50,000.00	85,000.00	\$85,000.00	35,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-

#### TO (CREDIT)

006-08-6761-0001-72 Equipment	\$50,000.00	\$75,160.00	\$9,084.23	59,084.23
				-
				-
				-
				-
				-
				-

#### Reason Transfer is Required:

Parks Maintenance currently has two leaf loaders that are both 15 plus years old and are no longer in production. One of the units stopped operating and because the units are so old, they no longer produce parts to repair the leaf loaders. Leaf loaders are an essential piece of equipment during the Fall and Spring clean up seasons.

#### Reason Funds are Available for Transfer:

Due to COVID no summer help was hired for the season.

#### TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

<input type="checkbox"/>	Amount not more than \$5,000.00		
<input checked="" type="checkbox"/>	Amount is greater than \$5,000.00		
Department Head:	<i>Karen M. El-Chaar</i>	Date:	<i>12/9/2020</i>
Director of Finance:	<i>Jessica Baraket</i>	Date:	<i>12/10/20</i>
City Controller (if amount is greater than \$5,000):	<i>[Signature]</i>	Date:	<i>12-10-20</i>
Mayor or Managing Director (if amount is greater than \$5,000):	<i>[Signature]</i>	Date:	<i>12/14/20</i>
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:		Date:	

#### CITY COUNCIL

Daryl Hendricks, President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Julio Guridy, Vice President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Affa, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Joshua Siegel, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zucal, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cynthia Mota, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

### CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO:	Jessica Baraket, Interim Director	FROM:	Meloney Sallie-Dosunmu
BUREAU:	Department of Finance	BUREAU:	Human Resources, Risk & Safety

#### TRANSFER DETAIL

Date of Request:	8-Dec-20	Fund: GENERAL	Transfer Amount:	\$40,267.24
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#### FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
000-06-0603-0001-68	\$40,267.24	8,000.00	\$43,945.51	3,678.27
OP MATERIALS & SUPP				-
				-
				-
				-
				-
				-
				-
				-
				-

#### TO (CREDIT)

000-06-0603-0001-53	\$40,267.24	\$0.00	\$0.00	40,267.24
WELLNESS				-
				-
				-
				-
				-
				-
				-

#### Reason Transfer is Required:

CARES grant funds were deposited in 68, The City will implement a virtual wellness program starting the 2021 calendar year. These funds will need to be transferred to the newly created wellness account 53.

#### Reason Funds are Available for Transfer:

CARES grant funds were deposited in 68 and need to be charged to the correct fund.

### TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

	Amount not more than \$5,000.00	
XXXXX	Amount is greater than \$5,000.00	
Department Head:	<i>Meloney Sallie-Dosunmu</i>	12/10/2020 Date:
Director of Finance:	<i>Jessica Baraket</i>	12/8/20 Date:
City Controller (if amount is greater than \$5,000):	<i>[Signature]</i>	12-11-20 Date:
Mayor or Managing Director (if amount is greater than \$5,000):	<i>Randy Zell</i>	12/14/20 Date:
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:		

#### CITY COUNCIL

Daryl Hendricks, President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Julio Guridy, Vice President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Affa, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Joshua Siegel, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zuca, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cynthia Mota, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:

**RECEIVED**

DEC 10 2020

FINANCE DIRECTOR'S OFFICE

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

**CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM**

TO: Jessica Baraket, Interim Director	FROM: Glenn Granitz
BUREAU: Department of Finance	BUREAU: Police / Public Safety

**TRANSFER DETAIL**

Date of Request: 10-Dec-20 Fund: General Transfer Amount: \$22,800.00

**FROM (DEBIT)**

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
000-04-0802-0001-46 (Contract Services)	\$22,800.00	408,102.00	\$248,611.92	225,811.92
				-
				-
				-
				-
				-
				-
				-
				-
				-

**TO (CREDIT)**

000-04-0802-0001-42 (Repairs & Maintenance)	\$22,800.00	\$216,806.21	\$134,077.08	156,877.08
				-
				-
				-
				-
				-
				-
				-

**Reason Transfer is Required:**

This transfer is required to pay for the ongoing maintenance for In-Car cameras, body camera and software maintenance for 2020-2021.

**Reason Funds are Available for Transfer:**

Re-allocation of funds

Crossing Guard Contract funds were not spent due to COVID.

**TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS**

<input checked="" type="checkbox"/>	Amount not more than \$5,000.00
<input type="checkbox"/>	Amount is greater than \$5,000.00
Department Head:	Date: 12/10/2020
Director of Finance: <i>Barbara Nagento</i>	Date: 12/10/20
City Controller (if amount is greater than \$5,000): <i>Barbara Nagento</i>	Date: 12-10-20
Mayor or Managing Director (if amount is greater than \$5,000): <i>Randy...</i>	Date: 12/14/20
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:	Date:

**CITY COUNCIL**

Daryl Hendricks, President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Julio Guridy, Vice President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Alfa, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Joshua Siegel, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zucal, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cynthia Mota, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:

## Wagenhurst, Barbara

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**From:** Baraket, Jessica  
**Sent:** Thursday, December 10, 2020 3:46 PM  
**To:** Wagenhurst, Barbara  
**Subject:** RE: Transfer Approval Please

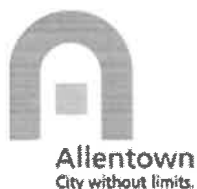
Yes, please use this email as approval and please sign on my behalf. Thank you.

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**From:** Wagenhurst, Barbara <Barbara.Wagenhurst@allentownpa.gov>  
**Sent:** Thursday, December 10, 2020 3:37 PM  
**To:** Baraket, Jessica <Jessica.Baraket@allentownpa.gov>  
**Subject:** Transfer Approval Please

May I sign this on your behalf?

Thanks  
Barb



### BARBARA WAGENHURST FINANCE OPERATIONS MANAGER

Department of Finance  
435 Hamilton Street  
Allentown, PA 18101  
P: +1 (610) 437-7500 x2220  
F: +1 (610) 437-7563  
E: Barbara.Wagenhurst@allentownpa.gov  
W: www.allentownpa.gov

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NOV 24 2020

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

FINANCE DIRECTOR'S OFFICE

## CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO:	Jessica Baraket, Interim Director	FROM:	Craig Messinger
BUREAU:	Department of Finance	BUREAU:	Engineering

### TRANSFER DETAIL

Date of Request:	20-Nov-20	Fund:	Capital	Transfer Amount:	\$40,000.00
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#### FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
001-03-2001-1910-54 <i>Repair &amp; Maint. Supplies</i>	\$40,000.00	\$229,140.45	\$123,914.03	83,914.03
				-
				-
				-
				-
				-
				-
				-
				-
				-

#### TO (CREDIT)

001-03-2001-1910-76 <i>Construction Contracts</i>	\$40,000	\$50,000	\$50,000	90,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-

#### Reason Transfer is Required:

Transfer request is being made to provide required funds in a 76 Construction Contract account to be able to enter into a contract with a contractor to construct the Livingston Watershed 6th and Sumner BMP Concrete Forebay Contract.

#### Reason Funds are Available for Transfer:

Funds are available from a 54 Repair and Maintenance supply account from a PADEP DCNR Growing Greener grant. The funds can be transferred as sufficient funds will remain after the transfer to purchase materials for the project.

### TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

Yes <input checked="" type="checkbox"/>	Amount not more than \$5,000.00		
	Amount is greater than \$5,000.00		
Department Head:	<i>Craig Messinger</i>	Date:	11/20/2020
Director of Finance:	<i>Jessica Baraket</i>	Date:	11/30/2020
City Controller (if amount is greater than \$5,000):	<i>Ryan</i>	Date:	12-3-20
Mayor or Managing Director (if amount is greater than \$5,000):	<i>Ryan</i>	Date:	12/3/20
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:		Date:	

### CITY COUNCIL

Daryl Hendricks, President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Julio Guridy, Vice President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Affa, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Joshua Siegel, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zucal, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cynthia Mota, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:



## Wagenhurst, Barbara

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**From:** Magliane, Casandra  
**Sent:** Friday, November 20, 2020 12:05 PM  
**To:** Wagenhurst, Barbara  
**Subject:** FW: Livingston Watershed 6th and Sumner Basin Funds Transfer request  
**Attachments:** 6th Sumner funds transfer 11.20.2020.pdf

*Barb*

*please see the attached transfer form and explanation below from Mark Geosits.  
I believe Craig has already placed this in the inter-office mail.*

*Please let me know if you will need any further information to help push it along.*

Regards,  
Casandra Magliane

-- -- --

*Build yourself a Bridge ...*

---

**From:** Geosits, Mark <Mark.Geosits@allentownpa.gov>  
**Sent:** Friday, November 20, 2020 11:47 AM  
**To:** Magliane, Casandra <Casandra.Magliane@allentownpa.gov>  
**Cc:** Messinger, Craig <Craig.Messinger@allentownpa.gov>  
**Subject:** Livingston Watershed 6th and Sumner Basin Funds Transfer request

Cassie:

Please find attached a transfer request signed by Craig for the 6<sup>th</sup> and Sumner Basin. The transfer will provide the balance of funds needed for us to award the contract for the Concrete Forebay construction project for which we have already received bids.

I am hopeful we can move this along to get Council transfer approval in a timely manner and then subsequently get Council contract award approval which will not happen until the transfer is signed off by the needed parties. (Jeanette is scheduling the award approval for the December 18<sup>th</sup> Council meeting).

I am looking to the contract awarded and get the contract preparation and execution process going (usually takes at least a month) so it is completed no later than mid-January.

I want to get the Contractor started in February so they can complete the work by mid-march early April. We have a small window to get plantings in and established in the basin in the spring (before summer heat) and it would be best if we can have the Concrete Forebay construction project completed by then.

I know that was way to much information. The point is, I am asking if you can shepherd the transfer process along to the best of your ability (understanding there are multiple signatures needed).

Thank you in advance for all of your help on this.

Have a great weekend.



**MARK S. GEOSITS**  
**ASSISTANT CITY ENGINEER**

Department of Engineering  
641 South Tenth Street  
Allentown, PA 18103  
P: +1 (610) 437-7574 x2262  
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W: [www.allentownpa.gov](http://www.allentownpa.gov)

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RECEIVED

DEC 08 2020

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

FINANCE DIRECTOR'S OFFICE CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO: Jessica Baraket, Interim Director	FROM: John Ferry
BUREAU: Department of Finance	BUREAU: Risk Management

TRANSFER DETAIL

Date of Request: 8-Dec-20	Fund: RISK Management (68)	Transfer Amount: \$7,000.00
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FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
081-02-8001-0001-68 OP MATERIALS & SUPP	\$7,000.00	81,290.00	\$8,027.11	1,027.11
				-
				-
				-
				-
				-
				-
				-
				-

TO (CREDIT)

081-02-8001-0001-72 EQUIPMENT	\$7,000.00	\$8,810.00	\$510.53	7,510.53
				-
				-
				-
				-
				-
				-

Reason Transfer is Required:

CARES grant funds were deposited in 68, The City Hall elevator project will be funded 50% by the CARES Act and requires moving funds to proper account (72).

Reason Funds are Available for Transfer:

\$6000 is the CARES Act grant and we will transfer an additional \$1000 to cover the project from the 68 account. Funds are available due to the grant money being disbursed and RISK implemented cost control measures during COVID.

TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

Amount not more than \$5,000.00	
XXXXXX Amount is greater than \$5,000.00	
Department Head: <i>Melony Salbu - Rosen</i>	Date: <i>12/8/2020</i>
Director of Finance: <i>Barbara J. Wagonhurst - see attached e-mail</i>	Date: <i>12/8/20</i>
City Controller (if amount is greater than \$5,000): <i>[Signature]</i>	Date: <i>12-9-20</i>
Mayor or Managing Director (if amount is greater than \$5,000): <i>[Signature]</i>	Date: <i>12/9/20</i>
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:	Date:

CITY COUNCIL

Daryl Hendricks, President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Julio Guridy, Vice President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Affa, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Joshua Siegel, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zucal, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cynthia Mota, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:

## Wagenhurst, Barbara

---

**From:** Baraket, Jessica  
**Sent:** Tuesday, December 8, 2020 3:02 PM  
**To:** Wagenhurst, Barbara  
**Subject:** RE: SFIN-Y777120120815340

Yes, please use this email as my approval.

**From:** Wagenhurst, Barbara <Barbara.Wagenhurst@allentownpa.gov>  
**Sent:** Tuesday, December 8, 2020 2:32 PM  
**To:** Baraket, Jessica <Jessica.Baraket@allentownpa.gov>  
**Subject:** SFIN-Y777120120815340

Sorry I just missed you before you left. May I approve this on your behalf and attached your approval e-mail? I would like to get this on the Dec. 16<sup>th</sup> Council Agenda.

Thanks  
Barb



### BARBARA WAGENHURST FINANCE OPERATIONS MANAGER

Department of Finance  
435 Hamilton Street  
Allentown, PA 18101  
P: +1 (610) 437-7500 x2220  
F: +1 (610) 437-7563  
E: Barbara.Wagenhurst@allentownpa.gov  
W: www.allentownpa.gov

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**Made to move you**

46  
\$6,078

**DATE:** 12/03/2020

**TO:**

City of Allentown  
Attn A/P  
435 Hamilton St  
Allentown, PA 181011603

**FROM:**

Otis Elevator Company  
7355 Williams Ave Ste 300  
Allentown, PA 18106

**EQUIPMENT LOCATION:**

CITY HALL & POLICE BLDG  
435 Hamilton Street  
Allentown, PA 18101

Corey Yablonski

Phone: (484) 954-5489

Fax:

**PROPOSAL NUMBER:** CRY201203090308

**MACHINE NUMBER(S) :** 362007, 362008

**CUSTOMER DESIGNATION(S) :** W.ELV 2, 5727, E.ELV 3

Otis will provide a mechanic to assist in card reader installation on the above equipment.

**PRICE:** \$ 6,078.00  
Six thousand seventy-eight dollars

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 6,078.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Corey Yablonski  
Title: Account Manager  
E-mail: Corey.Yablonski@otis.com

**CUSTOMER**

Approved by Authorized Representative

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

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

Print Name: \_\_\_\_\_

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

**Otis Elevator Company**

Approved by Authorized Representative

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

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

Print Name: Debbie Keane

Title: General Manager

## TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panoramas 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.





## QUOTATION

Page:1 of 9  
12/07/20

Quote No: 163446  
Printed: 12/07/20  
Expires: 01/06/21  
Account: 15430-00

Presented by:  
Randy Trego  
Johnson Controls  
Security Solutions  
283 Gibraltar Rd  
Horsham PA 19044

Presented to:  
John Ferry  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101  
Ph: 610-439-5975  
Fx:  
Em:

Ship to  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101

Ph: 610-439-5975  
Fx:

Remit To:  
Johnson Controls  
Security Solutions  
Dept. CH 14324

Ph:610-587-4108  
Fx:610-916-0451

72 Act  
\$6872  
GRANT  
\$6000

RE: Add 2 Elevator Card Readers

Line	Item No/Description	Quantity	Unit Price	Total Amount
1.00	920PTNNEG00000 HID GRAY RP40 SE MULTI-CLASS Card Reader	2.00	152.00	304.00
2.00	MATERIAL SY-LP1502, Mercury Controller board with 2-RDR, 2-INPT, 2-OTPT	1.00	1,282.00	1,282.00
3.00	MATERIAL SY-MR16OUT-S3, Mercury MR16OUT 16-relay Output Control	1.00	668.00	668.00
4.00	MATERIAL SY-21X23ENC-KIT, Small Enclosure Kit for Modules	1.00	534.00	534.00
5.00	MATERIAL SY-CLOUDLINK, Genetec Synergis Cloud Link portal for Controller connection	1.00	1,024.00	1,024.00
6.00	AL300ULM Altronix AL300ULX power supply w/access interface	1.00	190.00	190.00
7.00	RB7 12 VDC or 24 VDC, 7 individual relay outputs, 1A/120VAC for elevator button floor control	2.00	68.00	136.00
8.00	CHARGES Installation, Wiring, Terminations, Program, Test, Train, Project Manage, Ship, 1-Year Warranty	1.00	2,734.00	2,734.00



## QUOTATION

Page 3 of 9  
12/07/20

Quote No: 163446  
Printed: 12/07/20  
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Presented by:  
Randy Trego  
Johnson Controls  
Security Solutions  
283 Gibraltar Rd  
Horsham PA 19044

Ph: 610-587-4108  
Fx: 610-916-0451

Presented to:  
John Ferry  
City of Allentown Police Dept  
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Ph: 610-439-5975  
Fx:  
Em:

Ship to  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101

Ph: 610-439-5975

Fx:  
**Remit To:**  
Johnson Controls  
Security Solutions  
Dept. CH 14324

RE: Add 2 Elevator Card Readers

### Approximate Lead Time 4-6 Weeks After Receipt of Order

Johnson Controls Security Solutions LLC ("Johnson Controls") endeavors to understand every project in which the funding source is such that we may be required to pay our technicians Prevailing Wage. Customer affirms that it has investigated and informed Johnson Controls in writing whether this project is a Prevailing Wage job. If Johnson Controls is informed initially the project is not a Prevailing Wage project or Customer did not initially inform Johnson Controls whether it is a Prevailing Wage job, and it is later determined to be a Prevailing Wage job, Customer agrees to process a change order for the additional published labor cost associated with the project as a result of it being a Prevailing Wage job.

### Scope of Work

Johnson Controls Security Solutions to supply and install the Genetec access control equipment needed to add (2) card readers inside the (2) City Hall Lobby Elevators and control the floor buttons for all 6 floors.

JCI Security to supply the Security Equipment, Installation, Technical Support, Programming, Testing, Shipping, Project Management and a 1 Year Warranty.

Johnson Controls to supply and install the following security equipment in the elevator machine room for the 2 card readers in the elevator cars.

- (2) HID Multi-Class card readers for inside the elevator cars.
- (1) Controller board with 2-reader ports, 2-inputs, 2-outputs and reader licenses in a small enclosure
- (1) 16-output board for elevator button control
- (1) Cloud Link module for Synergis Ethernet access control connection
- (2) output modules with 7 independent relays for elevator floor button control
- (1) 24vdc power supply

City of Allentown to provide the following:

- Network connection and 120VAC power at the new Controller location in the elevator machine room in the Penthouse.
- access to the Genetec security system for programming.
- Otis Elevator to provide the elevator connections in the elevator machine room for the 18/6 shielded access control wiring in the traveling cables, the elevator floor button controls and support to mount card readers in the elevator cars for JCI Security.

This is not a Prevailing Wage project and was quoted with normal business hours.

This pricing is based off of our PA State CoStars Contract # 4400015469.

applicable charges or fees.

### 3. Video Equipment

(a) Equipment Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s) and (ii) the appropriate space for monitors and any recorders.

(b) Audio Monitoring/Recording. Certain laws may limit or prohibit the use of video with audio. If Customer elects to install video with audio on its premises, Customer also accepts the responsibility of knowing and fully complying with all applicable laws.

### 4. Equipment Software.

(1.) Any software provided with the Equipment 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 Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

(2.) Open Source Software.

Johnson Controls represents and warrants to the end user of any Products sold/furnished to its customers that, to the extent the Products include any Open Source Software, the internal use and operation of the Products 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").

5. Ownership and Security of Equipment. Until Customer has paid Johnson Controls in full, Customer: (a) grants to Johnson Controls a security interest in the Equipment and all proceeds thereof; (b) will not (i) assign, transfer, pledge, encumber, lease or relinquish possession or control of the Equipment; (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by Johnson Controls; or (iii) remove the Equipment from the installed location; (c) will bear all risk of damage to, or loss or theft of, the Equipment while it is in Customer's possession or control; and (d) will hold the Equipment as personal property and not cause or permit any Equipment to become permanently affixed to any real property.

6. 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 harmless Johnson Controls from and against all third party claims, liability, loss or damage (including reasonable 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.

7. Non-Monitored Devices. If the equipment furnished/serviced under this Agreement includes access control, video surveillance, mass-notification, public address, annunciation or other devices not intended to transmit signals/data to Johnson Controls' CMC for monitoring ("Non-Monitored Devices"), Customer acknowledges that such Non-Monitored Devices are neither intended to be a substitute for monitored intrusion and/or fire detection systems nor the sole means to assist Customer in managing or controlling the location or activities of persons on or about its

presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services Johnson Controls provides and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Additional Services. Only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to Customer, then such Equipment and Services shall be provided under a separate written agreement executed by Customer and Johnson Controls.

G. Hazardous Substances. Customer represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, Johnson Controls will not be required to install or service the Equipment at such site and Johnson Controls may arrange, at Customer's expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND Johnson Controls WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. 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. Term and Termination. This Agreement shall be effective upon the date of the authorized signatures below and shall end upon the earlier of completion of the Services or one (1) year from the Effective Date. The Agreement shall be extended solely by a written agreement signed by both parties.

J. Insurance. Johnson Controls maintains General Comprehensive Liability and Automobile Liability Insurance of, at least, \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by the applicable state authority. In addition, at Customer's request, Johnson Controls will name Customer and, if required, Customer's Landlord, Property Manager, and/or Property Owner of the facilities in which Johnson Controls is providing installation, maintenance, inspection or warranty services as an additional insured under Johnson Controls' General Liability and Automobile insurance policies; provided, however, that such additional insured coverage will not respond to the negligence or other wrongful conduct of Customer or any other additional insured.

K. Force Majeure. Johnson Controls SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF BECAUSE OF NON-PERFORMANCE OR DELAY, HOWEVER CAUSED; INCLUDING, BUT NOT LIMITED TO, BY ANY STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF Johnson Controls. Johnson Controls WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES.

L. Assignment. Customer may not assign this Agreement without the prior written consent of Johnson Controls.

Customer and Johnson Controls acknowledge having read and being bound by the terms and conditions of this Quotation: **163446**

**City of Allentown Police Dept**

**Johnson Controls Security Solutions LLC**

**BY** \_\_\_\_\_  
(Signature)

**BY** \_\_\_\_\_ / \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

**TITLE** \_\_\_\_\_

**TITLE** Account Executive/Director of Sales

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Remit To:** Johnson Controls  
Security Solutions  
Dept. CH 14324  
Palatine, IL 60055-4324