

## Addendum Number 1

to

**Contract Between Doyle Security Services, Inc. and the Town of Lansing entitled.  
"Installation, Monitoring, and Services Agreement," Contract Number 222008  
(PRC#2025000008 - Town Hall Electronic Locks Project)**

Doyle Security Systems, Inc., a New York corporation with offices at 792 Calkins Rd, Rochester, NY 14623 ("Doyle") and the Town of Lansing, a New York State municipal corporation at 29 Auburn Road, Lansing, NY 14882 ("Subscriber") hereby amend and supplement the Agreement and instruments referenced above, as follows:

1. Paragraph 16 of such Installation, Monitoring, and Services Agreement, Contract Number: 222008 (the "Agreement") is stricken in its entirety.

2. Paragraph 17 of such Agreement is stricken and replaced with the following:

**INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless Doyle, its employees, officers, and agents, from and against all claims, lawsuits, liabilities, losses, judgments, and the like, brought or asserted against Doyle arising from any failure to perform or negligence of the Subscriber. Similarly, Doyle agrees to indemnify and hold harmless Subscriber, its employees, officers, and agents, from and against all claims, lawsuits, liabilities, losses, judgments, and the like, brought or asserted against Doyle arising from any failure to perform or negligence of the Subscriber. The Parties agree that there are no third-party beneficiaries of this Agreement, and that no party may assign this Agreement without the written consent of the other party. Any assignment shall serve only to make both the assignor and assignee liable for performance under this Agreement.

3. Paragraph 18 of such Agreement is stricken and replaced with the following:

**EXCULPATORY CLAUSE:** Doyle and Subscriber agree that Doyle is not an insurer, and no insurance coverage is offered herein. The equipment and Doyle's services are designed to detect and reduce certain risks of loss, though Doyle does not guarantee that no loss or damage will occur and, accordingly: (i) Doyle is not assuming liability or guaranteeing security or the flawless operation of equipment; and (ii) Subscriber covenants not to bring claims against Doyle for economic or non-economic loss, business loss or interruption, consequential damages in contract or tort, data corruption or an inability to retrieve data, personal injuries, health conditions, or property damages sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, or water, regardless of whether or not such loss or damage was caused by or contributed to by Doyle's breach of contract or negligence unless, in each case, the damage or loss was caused by the gross negligence of willful misconduct of Doyle. Similarly, unless any loss or damage to Doyle was caused by the Subscriber's gross negligence or willful misconduct, Doyle covenants not to bring claims against Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, or water, regardless of whether or not such loss or damage was caused by or contributed to by Subscriber's breach of contract or negligence unless, in each case, the damage or loss was caused by the gross negligence of willful misconduct of Subscriber.

4. Paragraph 20 is stricken and replaced with the following:

**LIMITATION OF LIABILITY:** Subscriber agrees that, except for Doyle's gross negligence and willful misconduct, should there arise any liability on the part of Doyle as a result of Doyle's breach of this contract, negligent performance to any degree, or negligent failure to perform any of Doyle's obligations pursuant to this Agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that Doyle's liability shall be limited to the sum of \$6,785 (being 1.5 times the cost of installation). Doyle agrees that, in all cases, the maximum liability of the Subscriber shall also not exceed \$6,785. The parties may mutually agree to change this number and acknowledge that this Agreement contains waivers and clauses that limit each party's liability, that limit the types of damages that may be recoverable or pursued by any party, and that allocate risks. The parties agree that each such clause is intended to be a separate application of risk and loss, intended to be severally and separately enforceable. In addition, the parties agree that any limitations upon liability or damages do not apply when any party indemnifies the other for their reasonable attorneys' fees and costs, including for any costs of judicial litigation referred to in the Agreement (or any of its addendums).

5. Paragraph 21 is stricken and replaced with the following:

**BREACH / AGREEMENT TO MEDIATE / LEGAL ACTIONS:** In the event of a default in payment by Subscriber, Doyle shall be permitted to terminate any or all of its services, re-program or delete any programming (without relieving Subscriber of any obligation herein), or remove its equipment or deem it sold to and the exclusive property of Subscriber. Doyle shall give written notice of its election to terminate services, re-program or delete programming, and whether it will remove or convey its equipment in accordance with the notice requirements of this Agreement.

The prevailing party in any litigation is entitled to recover its legal fees from the other party, and each party may only bring claims in their individual jural capacity, and not as a party to, or member, of any class, nor in any mass or class action of any nature. However, prior to bringing any judicial claims, the parties agree to binding mediation in Ithaca, NY before a single mediator to be mutually chosen by the parties. In the event the parties do not agree upon a single mediator within 90 days of any notice from any party demanding mediation for any default, breach, or non-performance, or in the event the parties commence mediation and the same is not brought to an successful conclusion within 90 days of the first mediation session or hearing, either party may submit the claim to a NYS court with requisite jurisdiction that is a lawful and proper venue for such claim(s). In respect of mediation and any judicial proceedings, the parties agree that service may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address as set for the above, or at any other address that is given by proper notice under this Agreement. The parties waive trial by jury in any action between them (unless prohibited by law) and agree that any action must be commenced within one year of the accrual of the cause of action or it shall be barred.

6. Paragraph 26 is stricken and replaced with the following:

**SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this Agreement, Subscriber grants Doyle a security interest in the security equipment installed by Doyle. Upon approval of the form of filing and its terms, which approval shall not be unreasonably delayed or withheld, Doyle is authorized to file a UCC-1 financing statement covering such security equipment. Doyle shall promptly, and at no cost to Subscriber, satisfy, cancel, or terminate such security interest when paid in full, at the termination or expiration of this Agreement, or whenever the parties so agree, including by, but not limited to, the filing of a UCC-3.

7. A new Paragraph 29 is added as follows:

**ADDITIONAL CLAUSES; COMPLIANCE:** Each and every provision of law and clause required to be contained in this Agreement shall be deemed to have been inserted herein. This expressly includes the Iran Divestment Act of 2012 (codified in part at State Finance Law §165-a) and regulations, the OFAC rules and regulations of the US Department of the Treasury, and related federal laws and Executive Orders limiting certain acts and Agreements in commerce, and the NYS MacBride Fair Employment Principles Act and regulations. If any provision is required by law and not properly herein addressed, whether by mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such correction or insertion, and each party covenants to negotiate in good faith the immediate inclusion of any such clause or provision.

8. A new Paragraph 30 is added as follows:

**PUBLIC WORKS; PREVAILING WAGES:** This is an Article 8 and Article 9 Public Works Project subject to New York State Labor Law § 220 and § 222; Article I, § 17 of the State Constitution, and Executive Law §§ 291-299 covering prevailing wage schedules, overtime rules, dust hazards, affirmative action prohibitions against discrimination, equal opportunity employment and EEO Utilization Plan compliance. All prevailing wage and public works requirements shall apply to this Agreement. The PRC# for this job is 2025000008 - Town Hall Electronic Locks Project, and both that number and the applicable wage schedules can be obtained at [www.labor.ny.gov](http://www.labor.ny.gov). Doyle acknowledges receipt of the current and applicable prevailing wage schedule for this job, and agrees it is solely responsible to obtain any amended wage schedules when issued and make proper payments in accordance therewith and the rules of the NYS Department of Labor.

9. A new Paragraph 31 is added as follows:

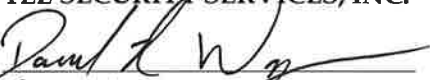
**EXECUTORY CLAUSE:** In accordance with § 41 of the State Finance Law and like provisions of the Local Finance Law and other laws affecting municipal obligations, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to the Town for the implementation of this Agreement, and no liability shall be incurred by the Town beyond such monies so appropriated and made available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Agreement. Neither this Agreement nor any representation by any of the Town's public officers or employees creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Agreement.

10. The terms of this Addendum shall be and be deemed a part of the Agreement.

11. Except as is expressly amended or set forth above, the parties reaffirm all terms of the underlying Agreement and agree that, in the event of any ambiguity in terms, whether as written or as applied, this Addendum shall be given precedence. The parties further agree that interpretation or construction of the Agreement or this Addendum shall be based upon the language used or negotiated by any party, whether advancing, opposing, clarifying, or authoring any such ambiguous clause, provision, or term.

In agreement herewith, the parties have executed this Addendum to give it force and effect upon the same date as is set forth in or applicable to the Agreement.

DOYLE SECURITY SERVICES, INC.

By:   
Its: General Manager, Syracuse

TOWN OF LANSING

By: \_\_\_\_\_  
Ruth Groff, Town Supervisor