



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



DATE: March 16, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Sheriff Greg Munks
SUBJECT: Agreement with Johnson Controls, Inc.

RECOMMENDATION:

Adopt a Resolution:

- A. Waiving the Request for Proposals (RFP) process; and
- B. Authorizing the President of the Board to execute an Agreement with Johnson Controls, Inc. for the provision of preventative maintenance and repair services for security and alarm systems located at the Maguire Correctional Facility, the Maple Street Complex Facilities (including the Women's Correctional Center) and Sheriff's Transportation / Court Security, for a ten (10) month term commencing September 1, 2011 through June 30, 2012, in an amount not to exceed \$141,588.12.

BACKGROUND:

In 2003, a Request for Proposals was conducted and Johnson Controls, Inc. (JCI) was selected on the basis of overall breadth of experience and qualifications; and positive experience in other County projects and facilities, such as San Mateo Medical Center.

In 2004, the County entered into contract with JCI for a five year term, commencing September 1, 2004 through August 31, 2009 to upgrade and maintain the security systems in the Sheriff's Office correctional facilities.

In 2009, the Board approved a contract with JCI with a two year term commencing September 1, 2009 through August 31, 2011 to provide preventative maintenance and repair services for security and alarm systems located at the Maguire Correctional Facility, the Maple Street Complex Facilities (including the Women's Correctional Center) and Sheriff's Transportation / Court Security.

DISCUSSION:

Under the proposed Agreement, JCI will maintain all existing electronic and electro-magnetic (primarily automatic jail locking doors) systems and control panels at the Maguire Correctional Facility; the Women's Correctional Center including the Maple Street Complex facilities; and Sheriff's Transportation within the Hall of Justice including the inmate holding

cells on the 4th floor and security cameras located in various areas of the building. All parts and labor are included. With a contract of this size and scope, the vendor will essentially be providing the equivalent of a full-time (40 hours/week) technician on-site daily at the Sheriff's Office correctional facilities.

It's anticipated that the future maintenance contract will be consolidated with existing County maintenance contracts creating a single Master Agreement in FY 2012-13. This will assist in standardizing maintenance and service levels for all security maintenance contracts throughout the County. The ten month contract term will align with the existing contracts for other County facilities which are set to expire June 30, 2012; therefore, the Sheriff's Office is requesting this Board waive the RFP process and execute the Agreement with JCI.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

County Counsel has reviewed and approved the Resolution and Agreement as to legal form. Contractor's insurance certificate satisfies the County's requirements.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by aiding in the overall preservation and operation of the security and alarm systems located in the County's correctional facilities.

PERFORMANCE MEASURE:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Number of unscheduled downtime incidences due to hardware or software failure.	N/A *	0

* Since this is a new measure, information is not available for FY 2010-11.

FISCAL IMPACT:

The term of the Agreement is September 1, 2011 through June 30, 2012 and for an amount not to exceed \$141,588.12. The annual cost has been included in the Sheriff's Office FY 2011-12 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION:

- A. WAIVING THE REQUEST FOR PROPOSALS (RFP) PROCESS; AND
- B. AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH JOHNSON CONTROLS, INC. FOR THE PROVISION OF PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR SECURITY AND ALARM SYSTEMS LOCATED AT THE MAGUIRE CORRECTIONAL FACILITY, THE MAPLE STREET COMPLEX FACILITIES (INCLUDING THE WOMEN'S CORRECTIONAL CENTER) AND SHERIFF'S TRANSPORTATION / COURT SECURITY, FOR A TEN (10) MONTH TERM COMMENCING SEPTEMBER 1, 2011 THROUGH JUNE 30, 2012, IN AN AMOUNT NOT TO EXCEED \$141,588.12.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, professional and efficient maintenance support for the County's correctional facilities is vital to the protection of the public in San Mateo County and to the continued safe and efficient operation of Sheriff's facilities; and

WHEREAS, Johnson Controls, Inc. (JCI) has been providing preventative maintenance and repair services of all security systems in various Sheriff's Office sites since 2004; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby JCI shall provide preventative maintenance and repair services for security and alarm systems located at the Maguire Correctional Facility, the Maple Street Complex Facilities (including the Women's Correctional Center) and

Sheriff's Transportation / Court Security; and

WHEREAS, it is anticipated that this maintenance contract will be consolidated with existing County maintenance contracts creating a single Master Agreement; and

WHEREAS, the ten month contract term with JCI will align with the existing contract for other County facilities expiring June 30, 2012 which will enable a smooth transition to a Master Agreement in FY 2012-13; and

WHEREAS, the Sheriff's Office is requesting this Board waive the Request for Proposals process and execute the Agreement with JCI for provision of maintenance and support; and

WHEREAS, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the:

- A. County requirement for the Request for Proposals process is hereby waived; and
- B. President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

A G R E E M E N T

BETWEEN THE COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

THIS AGREEMENT, entered into this ____ day of _____, 2012, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **JOHNSON CONTROLS, INC.**, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of maintenance and repair services of the security and alarm systems located at Maguire Correctional Facility, Maple Street Complex Facilities including the Women's Correctional Center, and the Sheriff's Transportation/Court Security Division; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS.

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments & Rates
- Attachment I - 504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND TWELVE CENTS (\$141,588.12)**.

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **SEPTEMBER 1, 2011** through **JUNE 30, 2012**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. SIGNABILITY AND SUBCONTRACTING.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|--------------------------------------|-------------|
| 1. Comprehensive General Liability | \$1,000,000 |
| 2. Motor Vehicle Liability Insurance | \$1,000,000 |
| 3. Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 1. termination of this Agreement;
 2. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 3. liquidated damages of \$2,500 per violation;

4. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE.

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

- A. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- B. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. MERGER CLAUSE.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

IN THE CASE OF CONTRACTOR, TO:

Johnson Controls, Inc.
Steve Sandoval, Account Executive,
Fire & Security
3526 Breakwater Court
Hayward, CA 94545

IN THE CASE OF COUNTY, TO:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

JOHNSON CONTROLS, INC.

BY: _____

(PRINTED NAME)

DATE: _____

EXHIBIT A SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. SCOPE OF WORK

Provide on-site preventative maintenance and inspection of existing security system equipment (Cardkey Security Management System, Vicon CCTV System, MTV System, UPS, PLC System, intercom systems and various video systems) located at the Maguire Correctional Facility, Women's Jail Facility and Court Security/Transportation Unit during the scheduled service dates. The testing will be completed via diagnostic tools inherent to the system(s) as well as the functional application. The inspection will determine if the system is functioning properly and operating according to the manufacturer's requirements. The equipment will also be checked for damage, misalignment and proper connections. If a problem is detected during the inspection it will be immediately documented and corrected based on the terms of this agreement.

A. Maintained Components / Equipment

1. Access Control

- Security Management System Software
- Network Control Panels and modules
- Video Badging System
- Access Control Doors
- Power supplies, Batteries

2. Video / Closed Circuit Television

- Video Recorders
- Video Cameras, Domes
- Video Monitors
- Video Matrix Switcher and input and output boards
- Video Power Supplies

3. Intercom System

- Intercom Door Station Units
- Power Supplies, Batteries

4. PLC System

- Custom PLC Systems
- Power Supplies, Batteries

5. UPS System

- Systems UPS System
- Batteries

B. Emergency Service

Contractor will provide on-site response 24 hours a day, 7 days a week (including holidays). Contractor will provide telephone response within two (2) hours, and will be on-site to provide emergency service within eight (8) hours.

C. Non-emergency Service

On-site service will be scheduled for the next business day. Contractor defines business hours as 8am-5pm, Monday through Friday, excluding holidays.

D. Documentation

Contractor will document each on-line and on-site service call and furnish a copy showing time, date, and a brief description of activity. Work orders for on-site system preventative maintenance will list the inspection date, individual to report to, equipment identification, equipment locations, work to be performed, and any special instructions. All documentation will be stored on an on-site service log.

E. Preventative Maintenance

Contractor will provide repair labor, material services and preventative maintenance for the equipment/systems located at the following Sheriff's Office facilities:

1. Maguire Correctional Facility [MCF]
 - Preventative maintenance performed twice weekly.
2. Women's Correctional Center [WCC] & Maple Street Complex Facilities
 - Preventative maintenance performed once monthly.
3. Transportation / Court Security
 - Preventative maintenance performed twice yearly.

F. Basic Coverage

Basic coverage provides a complete program to meet due diligence objectives consistent with industry recommended practices. NFPA731 guidelines while not widely adopted in most jurisdictions at this time, provide a context requiring periodic validation of security system components. Contractor will monitor the overall performance of the equipment covered under this agreement and take into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When Contractor identifies alterations, upgrades, retrofits, etc., which would benefit the Sheriff's Office, Contractor will suggest appropriate action.

- Preventative Maintenance (Comprehensive) - Contractor will provide preventative maintenance service on the equipment indicated on the schedule of equipment (2 A above). Preventative maintenance includes diagnostics and minor corrective action (clean, adjust, tighten, lubricate, etc.), in addition to Test & Inspection recommended per NFPA 731.
- Preventive Maintenance Materials - Contractor will provide materials necessary to complete preventive maintenance services.
- Value Added Service - Contractor will provide software upgrade services as a value added service to improve or enhance security system documentation, performance, and/or operator competence.

G. Premium Coverage

- Repair Labor - During Contractor's normal working hours, Contractor will provide the On Call Repair Labor as required to restore covered equipment to operating condition, following an equipment failure. Covered equipment is identified on the attached Equipment Inventory Listing.
- Repair Materials - Contractor will replace or repair failed or defective parts as required to restore covered equipment to operating condition, following an Equipment Failure. Covered equipment is identified on the

attached Equipment Inventory Listing. All unused parts/materials at the end of this Agreement's term will remain the property of the County.

- Extended Service - Contractor will provide on-site response/repair services for covered equipment 24 hours a day, 7 days a week, including holidays.

2. SCHEDULE OF EQUIPMENT / INVENTORY LIST

SMC Sheriff's Office Facilities Schedule of Equipment / Inventory List	Quantity	BASIC COVERAGE								PREMIUM COVERAGE			
		Scheduled Services				Value Added Services				Repair Labor	Repair Materials	Extended Service 24/5	Extended Service 24/7
		NFPA 731 Test & Inspect	Preventative Maintenance			Software Upgrade Service	Off Site Database Backup	System Programming	Training				
MAGUIRE CORRECTIONAL FACILITY													
P2000 Host System (Access Sys.)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
Server Computer	1	X								X	X		X
P2000 Workstation Software	1	X			X					X	X		X
UPS	0	X								X	X		X
Computer Workstation	1	X								X	X		X
CK7XX Network Panel (Access Sys.)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
CK7XX Network Panel	3	X								X	X		X
Expansion Enclosure	3	X								X	X		X
Reader Interface Module	11	X								X	X		X
Input/Output Device	0	X								X	X		X
Aux Pwr 5 Amp (Standby)	8	X								X	X		X
Access Pt. Door Equip (Access Sys.)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
Proximity Reader	26	X								X	X		X
Lock Magnetic	0	X								X	X		
Lock Strike (Fail Secure)	3	X								X	X		X
EGRESS PIR	6	X								X	X		X
Alarm Contact	1	X								X	X		X
CCTV - Camera Equipment (Video Cameras)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
Standard camera, lens	107	X								X	X		X
Hi Res camera, lens	107	X								X	X		X
Pan tilt device	0	X								X	X		X
Exterior camera housing	7	X								X	X		X
Integrated Dome Camera	4	X								X	X		X
CCTV - Control Equipment (Video Cameras)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
CCTV Host	0	X								X	X		X
Multiplexer 16 inputs	10	X								X	X		X
Monitor 9" to 20"	22	X								X	X		X
Time lapse recorder/24 hour capacity	0	X								X	X		X
Digital video recorder	3	X								X	X		X
CCTV Complexity	1	X								X	X		X

SMC Sheriff's Office Facilities Schedule of Equipment / Inventory List	Quantity	BASIC COVERAGE								PREMIUM COVERAGE			
		Scheduled Services			Value Added Services					Repair Labor	Repair Materials	Extended Service 24/5	Extended Service 24/7
		NFPA 731 Test & Inspect	Preventative Maintenance		Software Upgrade Service	Off Site Database Backup	System Programming	Training	Custom Service				
CCTV - Pwr/Comm Equipment (Video Cameras)	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	1		X								X	X	X
Video amplifier	5		X								X	X	X
Multi-camera power supply	35		X								X	X	X
Intercom Host/Workstation (Intercoms)	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	0		X								X	X	X
Computer Workstation	0		X								X	X	X
UPS	0		X								X	X	X
Intercom Equipment Rack (Intercoms)	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	1		X								X	X	X
Power Supply (1 Person)	10		X								X	X	X
Input Zone Card (1 Person)	2		X								X	X	X
Output Zone Card (1 Person)	2		X								X	X	X
Paging Amp-Sm (25-100W) (1 Person)	10		X								X	X	X
Intercom Station	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	1		X								X	X	X
Master MUX (1 Person)	26		X								X	X	X
Master Hwired-Med (25-100St) (1 Person)	26		X								X	X	X
Remote Station Interior Exterior/Vandal Proof (1 Person)	294		X								X	X	X
Remote Hand Set (1 Person)	50		X								X	X	X
Paging Speaker (1 Person)	100		X								X	X	X
Loud Speaker/Horn (1 Person)	5		X								X	X	X
Intercom Remote Annunciator (1 Person)	26		X								X	X	X
WOMEN'S CORRECTIONAL CENTER													
CCTV - Pwr/Comm Equipment (Video Sys)	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	1		X								X	X	X
Multi-camera power supply (Average)	4		X								X	X	X
CCTV - Control Equipment (Video Sys)	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	1		X								X	X	X
Multiplexer 16 inputs	0		X								X	X	X
Monitor 17" +	3		X								X	X	X
Monitor 15" to 17"	2		X								X	X	X
Matrix with 8 inputs	0		X								X	X	X
Time lapse recorder/24 hour capacity	1		X								X	X	X
Digital video recorder	2		X								X	X	X
CCTV - Camera Equipment (Video Sys)	1		X								X	X	X
Visit/Book Code: PS-Sec 1,0 (Average)	1		X								X	X	X
Standard camera, lens	18		X								X	X	X
Exterior camera housing	18		X								X	X	X

SMC Sheriff's Office Facilities Schedule of Equipment / Inventory List	Quantity	BASIC COVERAGE								PREMIUM COVERAGE			
		Scheduled Services			Value Added Services					Repair Labor	Repair Materials	Extended Service 24/5	Extended Service 24/7
		NFPA 731 Test & Inspect	Preventative Maintenance		Software Upgrade Service	Off Site Database Backup	System Programming	Training	Custom Service				
COURT SECURITY / TRANSPORTATION													
CCTV - Camera Equipment (Video Sys)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
Standard camera, lens	20	X								X	X		X
Exterior camera housing	6	X								X	X		X
Integrated Dome Camera	10	X								X	X		X
CCTV - Pwr/Comm Equipment (Video Sys)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
Multi-camera power supply	4	X								X	X		X
CCTV - Control Equipment (Video Sys)	1	X								X	X		X
Visit/Book Code: PS-Sec 1,0 (Average)	1	X								X	X		X
Multiplexer 16 inputs	1	X								X	X		X
Multiplexer 8 inputs	1	X								X	X		X
Multiplexer 4 inputs	8	X								X	X		X
Monitor 13" to 17"	8	X								X	X		X
Time lapse recorder/24 hour capacity	1	X								X	X		X
CCTV Complexity	0	X								X	X		X

EXHIBIT B PAYMENTS & RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES.

A. Maguire Correctional Facility.

<i>SEPTEMBER 1, 2011 TO JUNE 30, 2012</i>			
Equipment	Preventative Maintenance	Premium 24/7 Coverage	
Access Door Controls (Upgrade)	\$3,260.46	Warranty	
Custom Controls Panels	\$6,370.71	\$16,421.91	
Access Intercom	\$3,260.46	\$14,519.67	
Closed Circuit TV (CCTV)	\$6,370.71	\$17,978.55	
Communications System (Intercom)	\$1,705.11	\$7,914.39	
Intrusion/Tamper Alarms	\$927.51	\$1,548.15	
MATV	\$927.51	\$1,438.71	
Visitor Intercom (Phones)	\$1,705.11	\$1,978.71	
Electronic UPS System	\$927.51	\$2,986.71	
Intake Video Recording System	\$1,705.11	\$2,853.51	
MCF TOTAL	\$27,160.20	\$67,640.31	= \$94,800.51

B. Women's Correctional Center (WCC) & Maple Street Complex Facilities.

<i>SEPTEMBER 1, 2011 TO JUNE 30, 2012</i>			
Equipment	Preventative Maintenance	Premium 24/7 Coverage	
CCTV Surveillance System	\$2,612.31	\$9,555.08	
Custom Electronics (upgrade)	\$6,370.71	\$16,082.12	
WCC & MAPLE STREET COMPLEX TOTAL	\$8,983.02	\$25,637.20	= \$34,620.22

C. Transportation / Court Security.

<i>SEPTEMBER 1, 2011 TO JUNE 30, 2012</i>			
Equipment	Preventative Maintenance	Premium 24/7 Coverage	
CCTV Surveillance System	\$2,612.31	\$9,555.08	
TRANSPORTATION / COURT SECURITY TOTAL	\$2,612.31	\$9,555.08	= \$12,167.39

D. Annual Combined (Sections A, B and C above) Cost is \$141,588.12

2. PAYMENTS.

A. Contractor agrees to submit invoices which include the following, at a minimum:

- 1.) Agreement Number
- 2.) List of services provided during the invoiced period
- 3.) A monthly breakout of charges for the invoiced period.

B. The total cost for Contractor’s services during the ten (10) month term of this contract is \$141,588.12. County agrees to pay Contractor as follows:

<i>Pmt. #</i>	<i>Period Covered</i>	<i>Payment Amount</i>	<i>Invoice Due to County</i>
1.	September 1, 2011 through February 29, 2012	\$106,191.09	<i>Upon full execution of this Agreement</i>
2.	March 1, 2012 through June 30, 2012	\$35,397.03	June 30, 2012
CONTRACT TOTAL		\$141,588.12	

C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller’s Office. In any event, the total payment for services of Contractor shall **not exceed \$141,588.12**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.