

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
JOHNSON CONTROLS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JOHNSON CONTROLS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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, the parties entered into an Agreement for the preventative maintenance and support services of the County's Cardkey P2000 Security Management System, video surveillance and supporting security systems on June 9, 2009; and

WHEREAS, the parties wish to amend the Agreement to extend the term to June 30, 2013, with the option to extend one additional year, and to add \$421,063.00 for the first year and \$421,063.00 for the optional second year, for a new total obligation of \$1,497,568.

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

1. Section 3 of the Agreement is amended to read as follows:

**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 MILLION FOUR HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS (\$1,497,568).

2. Section 3 of the Agreement is amended to read as follows:

**Term and Termination** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2013 with the option to renew for an additional year.

This Agreement may be terminated by Contractor, the CIO/Director of Information Services or her/his 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.

3. Original Exhibit A is revised to include the following, (rev. 6/2012).

**Premium Coverage – Scheduled Service Visit and Repair (24 hours a day/7 days a week):**

The following locations will be covered under Premium Coverage:

<b>Location</b>	<b>Scope of Coverage</b>
<b>La Honda Minimum Security Facility</b>	Cardkey & Devices Preventative Maintenance
<b>Maguire Correctional Facility</b>	Cardkey & Devices Preventative Maintenance
<b>Maple Street Facilities</b>	Cardkey & Devices Preventative Maintenance
<b>Transportation/Court Security Facilities</b>	Cardkey & Devices Preventative Maintenance
<b>Women’s Correctional Facility (WCC)</b>	Cardkey & Devices Preventative Maintenance
455 County Center, Redwood City, CA 94063	Cardkey & Devices Preventative Maintenance
Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City, CA 94062	Cardkey & CCTV Preventative Maintenance
400 County Center, Redwood City, CA 94063	Cardkey & CCTV Preventative Maintenance
Parking Garage (north of 555 County Center) Redwood City, CA 94063	Cardkey Security Preventative Maintenance
Youth Services Center, San Mateo	Cardkey & Devices Preventative Maintenance
San Mateo Medical Center	Cardkey & Devices Preventative Maintenance
Burlingame Hospital	Cardkey Security Preventative Maintenance

**Emergency Service:**

Contractor will provide telephone response within (2) hours, **and will provide telephone service support within four (4) hours, warranty calls will receive 24-hour business hour response.** Non-emergency calls, as mutually determined by the County and Contractor will be scheduled for the next business day. Contractor defines business hours as 8:00 A.M. – 5:00 P.M. Monday through Friday, excluding holidays.

Any labor performed on equipment or services outside of this Agreement's Equipment List or Terms and Conditions are charged at Contractor's current billing rate. Contractor's rates are subject to change without notice: the County will receive 10 Percent off labor rates for additional labor requests.

### Security System Assurance Services

	Basic Coverage – Specified Health & County Facilities								Premium Coverage – All Other Facilities as Specified				
	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
<b>County of San Mateo</b>													
<b>Access Control &amp; Intrusion Systems:</b>													
Server Computers w/P2000 Access Control Software	X	X			X					X	X		
Computer Workstations w/P2000 Workstation Software	X	X			X					X	X		
Parallel Printers, 132 and UPS	X	X								X	X		
Video Imaging Computer Workstations w/VI Software	X	X			X					X	X		
Video Imaging Access Card Printers w/Badging Camera	X	X								X	X		
Network Access Control Panels w/PS-Battery-Tamper	X	X								X	X		
Auxiliary Power, Expansion Enclosures	X	X								X	X		
Input/Output Modules	X	X								X	X		
Reader Interface Modules	X	X								X	X		
Smart Terminal Interface, Interface CK7xx to STI	X	X								X	X		
Card Reader Access Control Doors w/Rdr, REX, Contact	X	X								X	X		
Large Card Reader	X	X								X	X		
DSI Optical Turnstile	X	X								X	X		
Mortise Lock, Locknetics Prox 4000 Lock	X	X								X	X		
IDS Control Panel, Intrusion T&I, Output Modules, Encoder Modules, Radio Transmitters	X	X								X	X		
Master Intercom, Door Station, Door Relay	X	X								X	X		
Local Audible Alarms	X	X								X	X		
Motion Sensors	X	X								X	X		
Duress Push Buttons	X	X								X	X		
Standby Batteries	X	X								X	X		
<b>Security Video System:</b>	X	X								X	X		
Video System Workstations w/Remote DVR Software	X	X								X	X		
Digital Video Recorders, less than 500GB	X	X								X	X		
Digital Video Recorders, more than 500GB	X	X								X	X		
Monitors 17"	X	X								X	X		
Monitors, less than 17"	X	X								X	X		
Time Lapse Video Recorder	X	X								X	X		
Matrix Switch w/8 Inputs	X	X								X	X		
Pan/tilt/zoom Controls, Pan/tilt Devices	X	X								X	X		
Multi-Camera Power Supplies	X	X								X	X		
Standard Cameras w/Lens & Housings, Interior & Exterior	X	X								X	X		
Hi-Res Cameras w/Lens & Housings, Interior & Exterior	X	X								X	X		
Integrated & Mini Dome Cameras	X	X								X	X		

4. Original Exhibit B is replaced with Revised Exhibit B, (rev. 6/2012).

MAINTENANCE SUPPORT (YEARS 1 AND 2)*	\$407,348
MAINTENANCE SUPPORT (YEAR 3)**	\$210,594
<b>MAINTENANCE SUPPORT (YEAR 4)</b>	<b>\$421,063</b>
<b>MAINTENANCE SUPPORT (YEAR 5)***OPTIONAL</b>	<b>\$421,063</b>
ENGINEERING LINK SUPPORT	\$7,500
EMERGENCY SERVICES CONTINGENCY	\$30,000
<b>TOTAL</b>	<b>\$1,497,568</b>

Contractor will be paid in semi-annual payments.

\*Cost Breakdown for Years 1 and 2

Site Location	Basic 8-5 Coverage	Premium 24/7 Coverage
555 County Center, Redwood City	\$9,007	
455 County Center, Redwood City		\$36,118
Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City		\$6,757
400 County Center, Redwood City		\$22,260
Parking Garage (North of 555 County Center)		\$12,593
Forensics Lab, 50 Tower Road, San Mateo	\$6,011	
Youth Services Center, San Mateo		\$10,538
H.S.A. 271 92 <sup>nd</sup> Street, Daly City	\$2,554	
H.S.A. 400 Harbor Street, Belmont	\$2,984	
H.S.A. 1487 Huntington, South San Francisco	\$1,717	
H.S.A. 550 Quarry Road, Belmont	\$3,346	
H.S.A. 350 90 <sup>th</sup> Street, Daly City	\$1,529	
H.S.A. 2500 Middlefield Road, Redwood City	\$2,136	
H.S.A. 2415 E. University, East Palo Alto	\$3,535	
Central Courts, 800 N. Humboldt, San Mateo	\$7,064	
North Courts, 1050 Mission South San Francisco	\$14,364	
San Mateo Medical Center		\$94,138
Burlingame Hospital		\$11,845
Health Department	\$5,624	
Alameda de las Pulgas	\$12,122	
Subtotal	\$71,993	\$194,249
Adjustment		(\$62,568)
TOTAL		\$203,674

\*Cost Breakdown for Year 3

Site Location	Basic 8-5 Coverage	Premium 24/7 Coverage
555 County Center, Redwood City	\$9,007	
455 County Center, Redwood City		\$36,118
Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City		\$6,757
400 County Center, Redwood City		\$22,260
Parking Garage (North of 555 County Center)		\$12,593
Forensics Lab, 50 Tower Road, San Mateo	\$6,011	
Youth Services Center, San Mateo		\$10,538
H.S.A. 271 92 <sup>nd</sup> Street, Daly City	\$2,554	
H.S.A. 400 Harbor Street, Belmont	\$2,984	
H.S.A. 1487 Huntington, South San Francisco	\$1,717	
H.S.A. 550 Quarry Road, Belmont	\$3,346	
H.S.A. 350 90 <sup>th</sup> Street, Daly City	\$1,529	
H.S.A. 2500 Middlefield Road, Redwood City	\$2,136	
H.S.A. 2415 E. University, East Palo Alto	\$3,535	
Central Courts, 800 N. Humboldt, San Mateo	\$7,064	

North Courts, 1050 Mission South San Francisco	\$14,364	
San Mateo Medical Center		\$94,138
Burlingame Hospital		\$11,845
Health Department	\$5,624	
Alameda de las Pulgas	\$12,122	
Subtotal	\$71,993	\$194,249
Adjustment		(\$55,648)
TOTAL		\$210,594

**\*Cost Breakdown for Years 4 and 5**

Site Location	Basic 8-5 Coverage	Premium 24/7 Coverage
<b>Sheriff's Correctional Facilities</b>		<b>\$199,939</b>
555 County Center, Redwood City	\$7,965	
455 County Center, Redwood City		\$30,955
Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City		\$6,070
400 County Center, Redwood City		\$17,690
Parking Garage (North of 555 County Center)		\$10,614
Forensics Lab, 50 Tower Road, San Mateo	\$4,600	
Youth Services Center, San Mateo		\$8,315
H.S.A. 271 92 <sup>nd</sup> Street, Daly City	\$2,165	
H.S.A. 400 Harbor Street, Belmont	\$2,630	
H.S.A. 1487 Huntington, South San Francisco	\$1,550	
H.S.A. 550 Quarry Road, Belmont	\$2,940	
H.S.A. 350 90 <sup>th</sup> Street, Daly City	\$1,240	
H.S.A. 2500 Middlefield Road, Redwood City	\$1,857	
H.S.A. 2415 E. University, East Palo Alto	\$3,095	
Central Courts, 800 N. Humboldt, San Mateo	\$5,870	
North Courts, 1050 Mission South San Francisco	\$12,272	
San Mateo Medical Center		\$77,395
Burlingame Long Term Care	\$9,375	
Health Department	\$4,244	
Alameda de las Pulgas	\$10,282	
Subtotal	\$70,085	\$350,978
TOTAL		\$421,063

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Actual services performed, amount billed for the current month, and the amount billed in total
- The net amount for which payment is due

In no event shall the total payment for services under this Agreement exceed ONE MILLION FOUR HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS (\$1,497,568). Invoices will be approved and paid within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

**5. All other terms and conditions of the Agreement dated June 9, 2009, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Adrienne J. Tissier, President,  
Board of Supervisors,  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

JOHNSON CONTROLS, INC.

\_\_\_\_\_  
Contractor's Signature

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