

**That AMENDMENT NO. 3 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, for an amount of \$635,678; and

WHEREAS, on June 26, 2012, the parties executed an amendment to extend the end date to June 30, 2013 and add \$861,890 for a new total obligation of \$1,497,568; and

WHEREAS, June 21, 2013, the parties executed an amendment to extend the end date to June 30, 2014 and modify the locations and adjust the maintenance amount; and

WHEREAS, the parties wish to amend the agreement to extend the term to June 30, 2017, with the option to extend for two additional years and increase the amount of the agreement by \$2,270,259.05, for a new total maximum obligation of \$3,767,827.05.

**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 Three Million Seven Hundred Sixty Seven Thousand Eight Hundred Twenty Seven Dollars and Five Cents (\$3,767,827.05).

2. Section 4 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, 2017.

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. 6/30/2014).

Contractor will provide onsite preventative maintenance and inspections on locations identified in Revised Exhibit B. Contractor will provide onsite preventative maintenance and inspections of the new equipment during the scheduled service dates and effective term.

Type of System: Access Control, Burglar/Intrusion, CCTV, Intercom, PLC's

Services: Premium Coverage

Security System Assurance Services:

Premium Coverage includes:

- Repair Labor – During Contractor's normal working hours, Contractor will provide the Site Repair Labor as required to restore covered equipment to operating condition, following an equipment failure. Covered equipment is identified on the Equipment Inventory List
- 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 Equipment Inventory List

Extended Service Option: 24 by 7 extended services – Contractor will provide on-site response 24 hours a day, 7 days a week (including holidays).

Equipment:

Contractor will provide onsite preventative maintenance and inspection of the new equipment during the scheduled service dates and effective term. The testing will be completed via diagnostic tools inherent to the systems as well as the functional application. The inspection will determine if the systems are 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 the agreement.

**Emergency Response Services:**

Contractor will provide telephone response within two (2) hours and will provide onsite response. Non-emergency calls, as mutually determined by County and Contractor will be scheduled for the next business day. Contractor defines business hours as 7:30 A.M. to 4:30 P.M., Monday through Friday, excluding holidays.

Any labor performed on equipment or services outside of this contract's Equipment list or Terms and Conditions are charged at Contractor's current billing rate:

<b>Service Time</b>	<b>When Applicable</b>	<b>Hourly Rate</b>
Business Hours	Monday-Friday, 7:30 A.M. – 4:30 P.M.	\$154.00
After Hours	Monday-Friday, 4:30 P.M.-7:30 A.M./Saturday	\$231.00
Sunday/Holiday	Sunday and all holidays (listed below)	\$308.00

**2014 Holidays Defined:**

May 26	Memorial Day
July 4	Independence Day
September 1	Labor Day
November 27 - 28	Thanksgiving
December 24 - 26	Christmas

**2015 Holidays Defined:**

January 1 - 2	New Year's
January 19	Martin Luther King Day

**Documentation:**

Contractor will document each on-line and on-site service call and furnish a copy, with each invoice, 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 location, work to be performed and any special instructions. All documentation will be stored on an on-site service log.

**Maintained Components:**

**Access Controls:**

Security Management System Software  
Network Control Panels and Modules  
Power Supplies, Batteries  
Access Controls and Monitored Doors

**Video/Closed Circuit Television:**

Network Video Server  
Video Power Supplies  
Video IP Cameras, Domes-Interior and Exterior

### Sheriff's PLC (Maguire Jail)

Jail Cell Controls – End of Life (Johnson Controls is providing an annual allotment for 39,805.00) after such time, rate will revert to Time and Materials only support.

#### **Scheduled Services:**

Contractor will provide a service technician during/on a standard business hour basis, to fulfill the required access control and video security system service including preventative maintenance at all buildings.

Scheduling will consider specific facility requirements, seasonal considerations, and compliance with codes. All covered equipment is serviced as determined in the Agreement once each year, unless otherwise noted below

#### **Equipment Inventory List for the Health Campus**

<b>QTY</b>	<b>Model Number</b>	<b>Description</b>
1	P2000 HST-Soft	P2000 Host Software
2	P2000-Soft	P2000 Workstation Software
1	P2K-1A-Bosch311	JCI P2000 Core-Bosch Interface 3.11 Software
1	VI-Software	Video Imaging Workstation Software
1	VI-Printer-PR4XX	Dbl-Sided PVC Card Prt w/Encoder
1	77983	HPZ220 CMT, E3-1225, 8GB Surveillance Drive
1	74175	HP 21.5" Wide LED-LCD Display
1	SRW2024P	Cisco 24-Port Gigabit Power Ethernet Switch
12	XPPCL	Milestone XProtect Professional Camera
12	YXPPCL	Milestone
1	VI-Cam-Dix	Camera, Deluxe
38	CK7XX-Controllers	CK7XX Network Panels
3	SPA1B800-3E10	JCI PNL CK721, 8 RDR 2SA 30x40
1	SPA 1400-1D10	JCI PNL CK721A, 2RDR2SA 24x30
1	D741122G V4-C	Bosch Intrusion Control Panel
1	D1265	Bosch Keypad
1	ENKIT-SD12	Bosch Serial Receiver
3	EN5040-T	Bosch High Power Repeater w/Transformer
23	EN1235D	Bosch 2-Button Wireless Pendants (Wall Mt.)
4	D8128	Bosch Octo Popits
29	S300-Expansion	Expansion Enclosure
287	S300-RDR2	Reader Interface Module
35	S300-IO-Device	Input/Output Device
6	MTI-STI-MUX	Interface, CK7XX to STI
48	Pwr-UPS-5A	Aux, Pwr 5 Amp (Standby)
374	RDR-Prox	Proximity Reader
52	R40	HID IClass Card Reader, Single Switch Plate
1	R40/K	HID IClass Card Reader, w/Keypad, Single Switch Plate
53	DS-160	DS Request to Exit Sensor
53	6644	Resistor, End of Line
379	Afm-Contact	Alarm Contact
55	1078C	Flush Mount Door Contact
36	TRm-STI-L9	Smart Term Interface

2	TI-REP-IDS	Reporting T&I Intrusion
2	IDS-Panel	Controller Panel (1 Person)
2	IDS-OMP	Output Module Points (1 Person)
2	IDS-OMP	Output Module Points (1 person)
2	IDS-EM	Encoder Module (1 Person)
36	IDS-RT	Radio Transmitter (1 Person)
36	S300-BAT	JCI Battery, 12v/7amp hr
1	DVR-Soft	Remote DVR Software
1	DVN-Med	Digital Video Recorder (up to 500GB)
7	DVN-Large	Digital Video Recorder (over 500GB)
11	CCTV-Monitor-LG	Monitor 17"
2	CCTV-Monitor-MD	Monitor 13" to 17"
1	CCTV-Matrix	Matrix with 8 inputs
10	CCTV-PTz-Control	Pan Tilt Zoom Control
1	CCTV-Complex	CCTV Complexity
2	CCTV-Power – Supp	Multi-Camera Power Supply
4	Alt-Pwr	Altronix Power Supply
3	CCTV-Cam-Std	Standard Camera Lens
49	CCTV-Cam-Hi Res	Hi Res Camera, Lens
3	CCTV-Pan, Tilt	Pan Tilt Device
20	CCTV-House-Int	Interior Camera Housing
8	P3353	Axis Fixed Day/Night 6mm Indoor Camera
8	T91A61	Axis Mounting Plate with Wall/Ceiling Mount
4	Q6032-E	Axis PTz Outdoor Camera & Housing /Mounts
12	CCTV-House-Ext	Exterior Camera Housing
10	CCTV-Dome-Intrg	Integrated Dome Camera
1	V25-C7036	Silent Witness Minidome Color Camera System (Ave)
3	CPS600-ULCSA	JCI Door Locking Power Supply w/Battery, Enc.

#### **Equipment Inventory List Non- Health Facilities**

<b>QTY</b>	<b>Model Number</b>	<b>Description</b>
3	P2000 HST-Soft	JCI P2000 Host Software
7	P2000-Soft	JCI P2000 Workstation Software
1	P2K-1A-Bosch311	JCI P2000 Core-Bosch Interface 3.11 Software
1	VI-Software	Video Imaging Workstation Software
1	VI-Printer-PR4XX	Dbl-Sided PVC Card Prt w/Encoder
1	VI-Cam-Dix	Camera Deluxe
1	VI-Cam-Dix	Camera, Deluxe
41	CK7XX-Controllers	JCI CK7XX Network Panels
3	SPA1B800-3E10	JCI PNL CK721, 8 RDR 2SA 30x40
1	SPA 1400-1D10	JCI PNL CK721A, 2RDR2SA 24x30
12	PIR	Motion Sensor
27	S300-Expansion	Expansion Enclosure
232	S300-RDR2	Reader Interface Module
9	S300-IO-Device	Input/Output Device
6	MTI-STI-MUX	Interface, CK7XX to STI
137	Pwr-UPS-5A	Aux, Pwr 5 Amp (Standby)
61	Pwr-UPS-10A	Aux, Pwr 10 Amp (Standby)
354	RDR-Prox	Proximity Reader

6	RDR Lrg-Prox	Large Proximity Reader
342	EG-PIR	DS Request to Exit Sensor
36	EG-DRS	Duress Push Button
342	Afm-Contact	Alarm Contact
16	TRm-STI-L9	Smart Term Interface
2	DSI-Opt	DSI Optical Turnstile
14	CM5557	Locknetics Proximity 4000 Lock
1	DVR-Soft	Remote DVR Software
1	DVN-Med	Digital Video Recorder (up to 500GB)
1	DVN-Large	Digital Video Recorder (over 500GB)
1	CCTV-VHS	Time lapse Video Recorder
2	CCTV-Monitor-LG	Monitor 17"
3	CCTV-Monitor-MD	Monitor 13" to 17"
4	CCTV-Power – Supp	Multi-Camera Power Supply
17	CCTV-Cam-Std	Standard Camera Lens
7	CCTV-Cam-Hi Res	Hi Res Camera, Lens
7	CCTV-House-Int	Interior Camera Housing
3	CCTV-House-Ext	Exterior Camera Housing
3	CCTV-Dome-Intrg	Integrated Dome Camera

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

The following locations will be covered under Premium Coverage:

Location	Scope of Coverage
La Honda Minimum Security Facility - 7599 Alpine Rd La Honda CA 94020	Cardkey & Devices Preventative Maintenance
Maguire Correctional Facility - 300 Bradford St. RWC CA 94063	Cardkey & Devices Preventative Maintenance
Transportation/Courts Security Facilities - 455 Count Center, RWC CA 94063	Cardkey & Devices Preventative Maintenance
Women's Correctional Facility (WCC) - 1590 Maple St. RWC CA 94063	Cardkey & Devices Preventative Maintenance
Forensics Lab - 50 Tower Rd, San Mateo	Cardkey & Devices Preventative Maintenance
Fair Oaks Medical Center - 2700 Middlefield, RWC CA 94063	Cardkey & Devices Preventative Maintenance
455 County Center, Redwood City, CA 94063	Cardkey & Devices Preventative Maintenance
400 Edmonds Rd-Canyon Oaks Youth Center, RWC 94062	Cardkey & Devices Preventative Maintenance
400 Count Center, RWC CA 94063	Cardkey & Devices Preventative Maintenance
Parking Garage-North of 555 County Center, RWC 94063	Cardkey & Devices Preventative Maintenance
Youth Services Center, 222 Paul Scanell Drive, San Mateo CA 94402	Cardkey & Devices Preventative Maintenance
San Mateo Medical Center - 222-39th Street, San Mateo, 94403	Cardkey & Devices 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 7:30 A.M. – 4:30 P.M. Monday through Friday, excluding holidays.

Any labor performed on equipment or services outside of this contract'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.

**Warranty:**

Contractor warrants that the work provided and the Services performed shall be as specified herein and, if applicable, in accordance with the manufacturer's specifications. Contractor warrants that the Work and Services shall be free from defects in material and workmanship, not inherent in the quality required or permitted, for a period of one (1) year from the date the work is completed or the services are performed. Upon written notice from County, Contractor shall, at its option, repair or replace any defective Work or Service. These warranties do not extend to any Work or Service(s) that has been misused, altered or repaired by County or third parties without the supervision of and prior approval of Contractor, or if Contractor serial numbers or warranty decals have been removed or altered. County must provide prompt written notice to Contractor of any failure of a System. All replaced Systems or parts become Contractor's property. This warranty is not assignable. If Contractor installs a System, and that System, or any part thereof is covered by a warranty from the manufacturer, Contractor will transfer the benefits of that manufacturer's warranty to County, if (i) permitted pursuant to the terms of the warranty, and (ii) this Agreement with County terminates before the System manufacturer's warranty expires. Contractor makes no other representations or warranties – either express or implied – as to any matter whatsoever, including, but not limited to, the condition of the System, its merchantability, or fitness for any particular purpose and all other warranties are specifically excluded.

**Alarm Dispatches:**

Contractor, upon receipt of an alarm or other signal from the Premises, shall make reasonable effort to transmit the signal to the appropriate police, fire department or other emergency response agency having jurisdiction, unless there is reason to believe that an emergency condition does not exist; and Contractor shall make a reasonable effort to notify County or its designated representative by telephone, unless instructed to do otherwise by County in writing. Contractor, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify the County's representative pursuant to the County's written instructions. County acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by Contractor, the personnel in such monitoring facilities are not the agents of Contractor, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response to such signal.

## Security System Assurance Services

	Basic Coverage – Specified Health & County Facilities									Premium Coverage – All Other Facilities as Specified			
	Scheduled Services			Value Added Services									
	NFPA 731 Test & Inspect	Preventative Maintenance			Software Upgrade Service	Off Site Database Backup	System Programming	Training	Custom Service	Support Services	Repair Labor	Repair Materials	Extended Service 24/5
County of San Mateo													
Access Control & Intrusion Systems:													
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		
Security Video System:	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		
P2000 Core- Bosch Interface 3.11 Software	X	X			X	X				X	X		X
Milestone Server22000	X	X			X	X				X	X		X
Z220 CMT, E3-1225, 8GB, 2 TB Surveillance Drives	X	X								X	X		X



	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				
County of San Mateo												
21.5” Wide LED-LCD Display	X	X							X	X		X
24-Port Gigabit Power Ethernet Switch	X	X							X	X		X
CK721A Controllers	X	X							X	X		X
RDR2SA – Controllers	X	X							X	X		X
S300-BAT Battery, 12v/7amp HR	X	X							X	X		X
CPS600-ULCSA Door Locking Power Supply I	X	X							X	X		X
R40-IClass Card Reader, Single Switch Plate	X	X							X	X		X
Sheriff PLC - *** Allotment Only (See Note)	X	X							X	X		X
R40K–IClass Card Reader w/ Keypad, Single Switch Plate	X	X							X	X		X
1078C – Flush Mt. Door Contact	X	X							X	X		X
DS160 – Request to Exit Sensor	X	X							X	X		X
6644 – Resistor, End of Line	X	X							X	X		X
Q6032-E PTz Outdoor Camera	X	X							X	X		X
T91A67-PTz Pole Mount and Housing	X	X							X	X		X
P3353-Fixed Day/Night 6mm indoor Camera	X	X							X	X		X
T91A61-Mounting Plate with Wall/Ceiling Mount	X	X							X	X		X
D7412- Intrusion Control Panel	X	X							X	X		X
D1265- Keypad	X	X							X	X		X
ENKIT – SD12 – Serial Receiver	X	X							X	X		X
EN5040-T – High Power Repeater w/Transformer	X	X							X	X		X
EN1235D-Button Wireless Pendant (Wall Mt.)	X	X							X	X		X
Altronix – Power Supply	X	X							X	X		X
D8128 – Octo Popits	X	X							X	X		X

4. Original Exhibit B is replaced with Revised Exhibit B, (rev. 6/2014).

MAINTENANCE SUPPORT (YEARS 1 AND 2)	\$407,348.00
MAINTENANCE SUPPORT (YEAR 3)	\$210,594.00
MAINTENANCE SUPPORT (YEAR 4)	\$421,063.00
MAINTENANCE SUPPORT (YEAR 5)	\$440,827.00
<b>MAINTENANCE SUPPORT (YEAR 6)</b>	<b>\$454,051.81</b>
<b>MAINTENANCE SUPPORT (YEAR 7)</b>	<b>\$454,051.81</b>
<b>MAINTENANCE SUPPORT (YEAR 8)</b>	<b>\$454,051.81</b>
<b>MAINTENANCE SUPPORT Option (YEAR 9)</b>	<b>\$454,051.81</b>
<b>MAINTENANCE SUPPORT Option (YEAR 10)</b>	<b>\$454,051.81</b>
ENGINEERING LINK SUPPORT (YEAR 1)	\$7,500
EMERGENCY SERVICES CONTINGENCY (YEARS 1-5)	\$10,236
<b>TOTAL</b>	<b>\$3,767,827.05</b>

Contractor will be paid in semi-annual payments. Sheriff's Office will be provided with a separate invoice for maintenance at its correctional facilities.

For any non-covered maintenance that results in a charge to the County, Contractor will provide the County a detailed invoice that clearly separates parts, and labor and provides sufficient detail so that the County can understand the nature of the work performed.

**\*Cost Breakdown for Years 6-10**

Site Location	Basic 8-5 Coverage	Premium 24/7 Coverage
<b>Sheriff's Correctional Facilities</b>		<b>\$205,937.17</b>
555 County Center, Redwood City	\$8,203.95	
455 County Center, Redwood City		\$31,883.65
Annex Traffic Court, 500 County Center, Redwood City	\$2,146.52	
Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City		\$6252.10
400 County Center, Redwood City		\$18,220.70
Parking Garage (North of 555 County Center)		\$10932.42
Forensics Lab, 50 Tower Road, San Mateo	\$4,738.00	
Youth Services Center, 222 Paul Scannell Drive, San Mateo		\$8,564.45
H.S.A. 1 Davis Street, Belmont	\$3,854.26	
H.S.A. 271 92 <sup>nd</sup> Street, Daly City	\$2,229.95	
H.S.A. 400 Harbor Street, Belmont	\$2,708.90	
H.S.A. 1487 Huntington, South San Francisco	\$1,596.50	
H.S.A. 550 Quarry Road, Belmont	\$3,028.20	
H.S.A. 2500 Middlefield Road, Redwood City	\$1,912.71	
H.S.A. 2415 E. University, East Palo Alto	\$3,187.85	
Central Courts, 800 N. Humboldt, San Mateo	\$6,046.10	
North Courts, 1050 Mission South San Francisco	\$12,640.16	
San Mateo Medical Center		\$89,373.10
Health Department	\$4,371.32	
1950 and 2000 Alameda de las Pulgas, San Mateo	\$10,590.46	
Fair Oaks Medical Center, 2700 Middlefield, Redwood City		\$15,633.34
Subtotal	\$67,254.88	\$386,796.93
<b>TOTAL</b>		<b>\$454,051.81</b>

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Breakdown of sites, amount billed semi-annually, 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 **Three Million Seven Hundred Sixty Seven Thousand Eight Hundred Twenty Seven Dollars and Five Cents (\$3,767,827.05)**. 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, as previously amended, 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

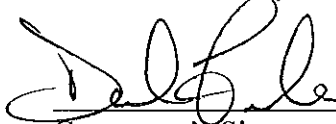
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

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

Johnson Controls, Inc.

  
Contractor's Signature

Date: 6-2-14