

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 facilities improvement services on June 28, 2016 for the term from July 1, 2016, through June 30, 2017, in an amount not to exceed \$500,000; and

WHEREAS, the parties amended the Agreement on June 20, 2017 to extend the term by one year through June 30, 2018, with no changes to the fiscal obligation; and

WHEREAS, the parties wish to amend the Agreement to extend the agreement by one year through June 30, 2019, and increase the maximum amount by \$250,000, to an amount not to exceed \$750,000.

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

1. Section 3, Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Section 4, Term, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be

from July 1, 2016, through June 30, 2019.

3. Section 20, Compliance with Living Wage Ordinance, is hereby added to the agreement as follows:

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

4. Original Exhibit B is hereby replaced in its entirety with Revised Exhibit B (rev. 5/1/18), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. **All other terms and conditions of the agreement dated June 28, 2016, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Johnson Controls, Inc.

Marc Duchesneau  
Contractor Signature

05-18-2018  
Date

Marc Duchesneau  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Revised Exhibit B**  
(rev. 5/1/18)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Project #	Project Name	Material	Material Tax	Tax Rate*	Labor	Total*
1	SMMC - Restricted Employee Parking Control Gates	\$19,059.95	\$1,763.05	9.25%	\$41,071.00	\$61,894.00
2	SMC - Mike Nevin Health Clinic ACS	\$49,399.34	\$4,445.91	9.00%	\$10,434.02	\$64,279.27
3	SMMC - Doors 1B	\$ 4,665.45	\$431.55	9.25%	\$19,483.00	\$24,580.00
4	SMMC - PES Seclusion Room - Card Reader and Camera Repair	\$1,480.00	\$136.90	9.25%	\$5,033.00	\$ 6,649.90
5	SMMC - PES Interview Room B Camera	\$1,529.00	\$141.43	9.25%	\$1,844.00	\$3,514.43
6	SMMC - PES Corridor Camera	\$1,484.00	\$137.27	9.25%	\$1,825.00	\$3,446.27
7	SMMC - PES Courtesy Phone Camera	\$1,383.00	\$127.93	9.25%	\$1,776.00	\$3,286.93
8	SMMC - PES (11) Camera	\$17,856.00	\$1,651.68	9.25%	\$13,560.00	\$33,067.68
9	SMMC - Gift Shop Camera	\$1,558.00	\$144.12	9.25%	\$2,309.00	\$4,011.12
10	SMMC - 2nd Floor (60) Panic Alarms	\$6,564.76	\$ 607.24	9.25%	\$4,160.00	\$11,332.00
11	SMC - Public Health Building Security Additions	\$33,091.08	\$ 3,060.92	9.25%	\$38,100.00	\$74,252.00
12	SMMC - PES Entrance Monitor and Camera	\$2,446.00	\$226.26	9.25%	\$2,905.00	\$5,577.26
13	SMMC - Angela Gonzales' Office Panic Alarm	\$837.00	\$77.42	9.25%	\$2,747.00	\$3,661.42
14	SMC - Fair Oaks Health Center - Panic Alarm Additions	\$4,276.00	\$384.84	9.00%	\$4,526.00	\$9,186.84
15	SMMC - Undo camera and equipment for floor cleaning				\$2,525.00	\$2,525.00
<b>Sub Total</b>						\$311,264.12
<b>Funds appropriated for future projects</b>						\$438,735.88
<b>Grand Total</b>						<b>\$750,000.00</b>

\*Tax rates are subject to change

All invoices will be approved by the Chief Operating Officer or authorized designee and paid within 30 days of receipt of the invoice.

**Invoices**

All invoices must be emailed to the following email address:

[SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

Processing time may be delayed if invoices are not submitted electronically.

Contractor is not entitled to payment for work not performed as required by this Agreement.