

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

This Agreement entered this _____ of _____ 2002, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California, hereinafter called "COUNTY" and **JOHNSON CONTROLS, INC.**, hereinafter called "CONTRACTOR."

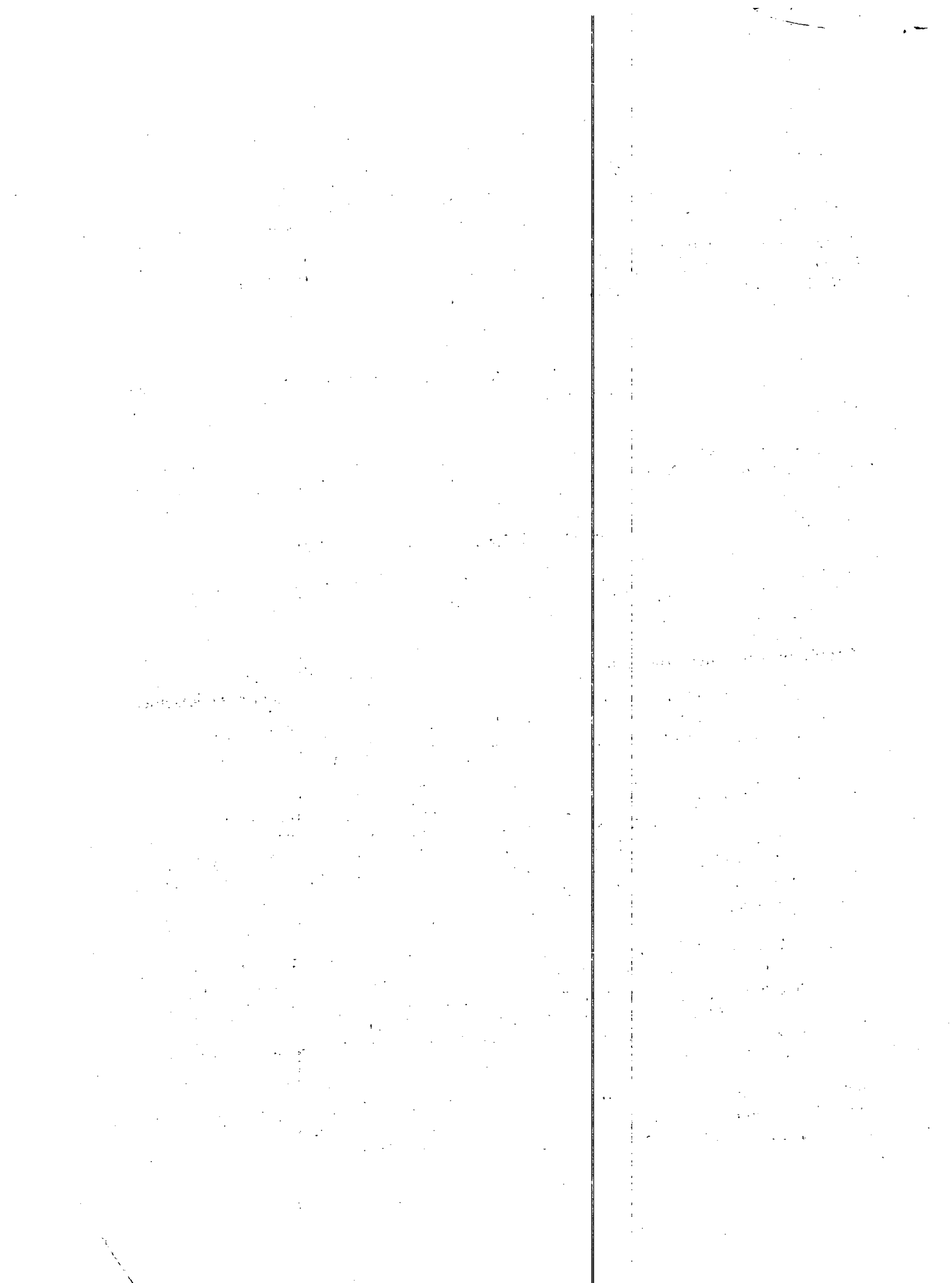
WITNESSETH:

***WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as maintenance services described in this agreement; and*

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the agreement by this reference as Exhibit A, B, C, D and E.
2. Payments.
 - A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibits A, B, C, D and E the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement **shall not exceed \$364,471.**
 - B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibits A, B, C and D. Any rate increase is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibits A, B, C, D and E be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Exhibits A, B, C, D and E to the full satisfaction of the Sheriff or his designee.
 - C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibits A, B, C and D. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
3. Relationship of the Parties. It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is



to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. 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, 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 whomever belonging; (C) any other loss or cost, including but not limited to, 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 the 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.

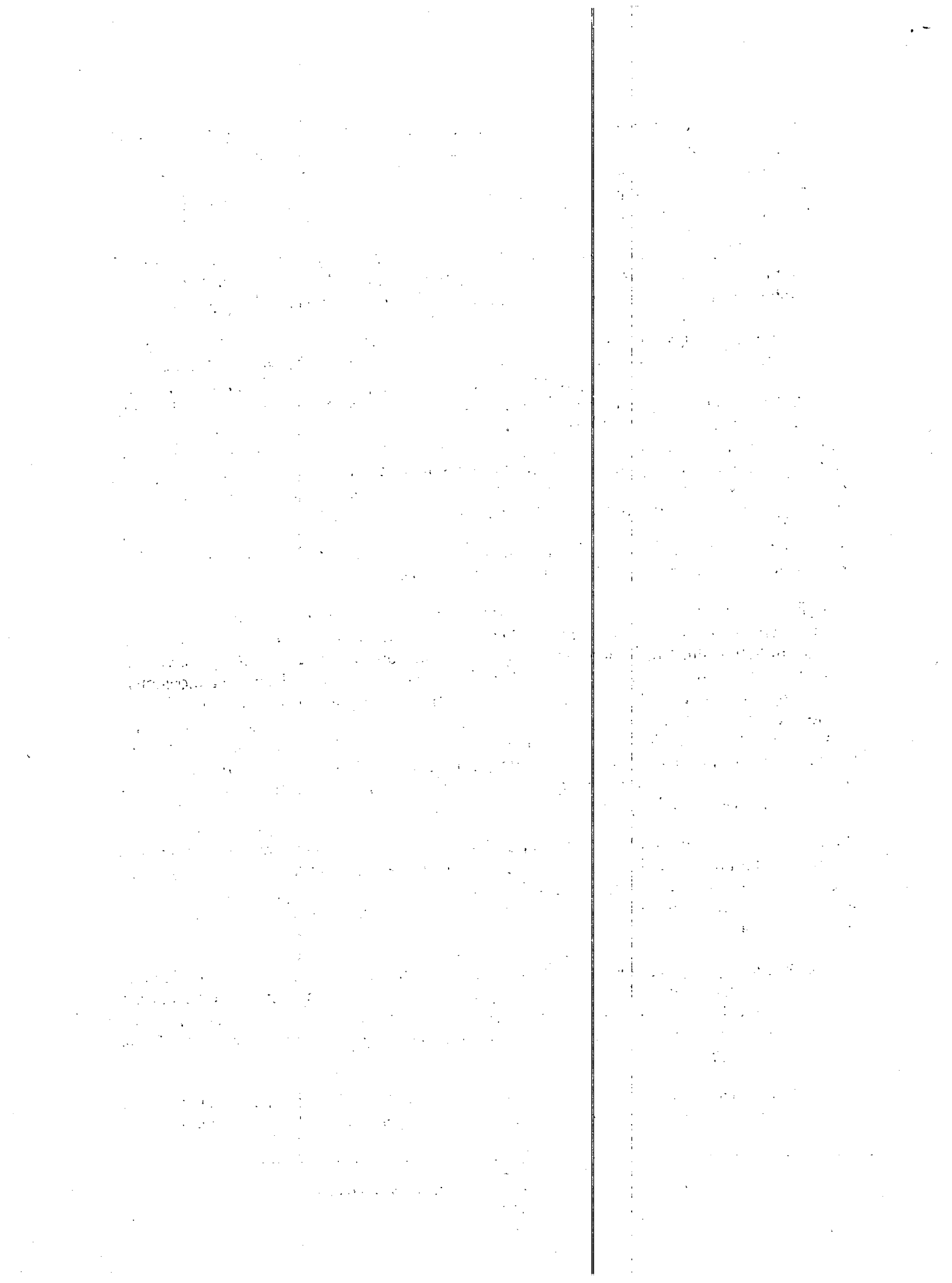
6. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County of San Mateo. The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage 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 County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that Contractor's insurance is renewed for an additional term.

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 cancelled, the County of San Mateo at its option, any, 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.

- A. Workers' Compensation and Employer Liability Insurance. The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation

AGREEMENT



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 this work of the 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 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 operations under this Agreement, whether such operations be by himself 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) <i>Comprehensive General Liability</i>	<u>\$ 1,000,000</u>
(2) <i>Motor Vehicle Liability Insurance</i>	<u>\$ 1,000,000</u>
(3) <i>Professional Liability</i>	<u>\$ 1,000,000</u>

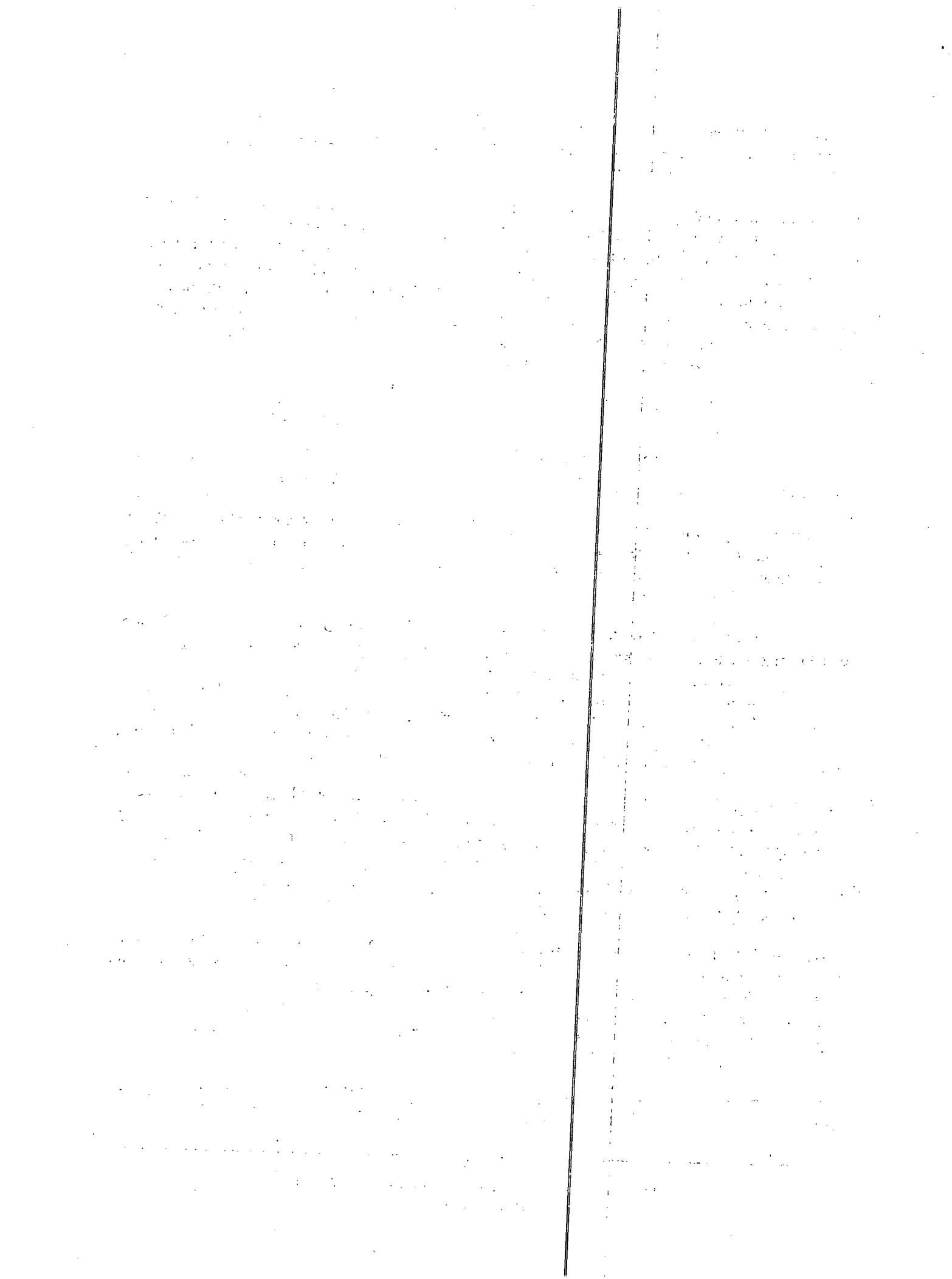
If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I (and II).

7. Non-discrimination. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) 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 its response to the Complaint when filed.

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.

8. Records. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

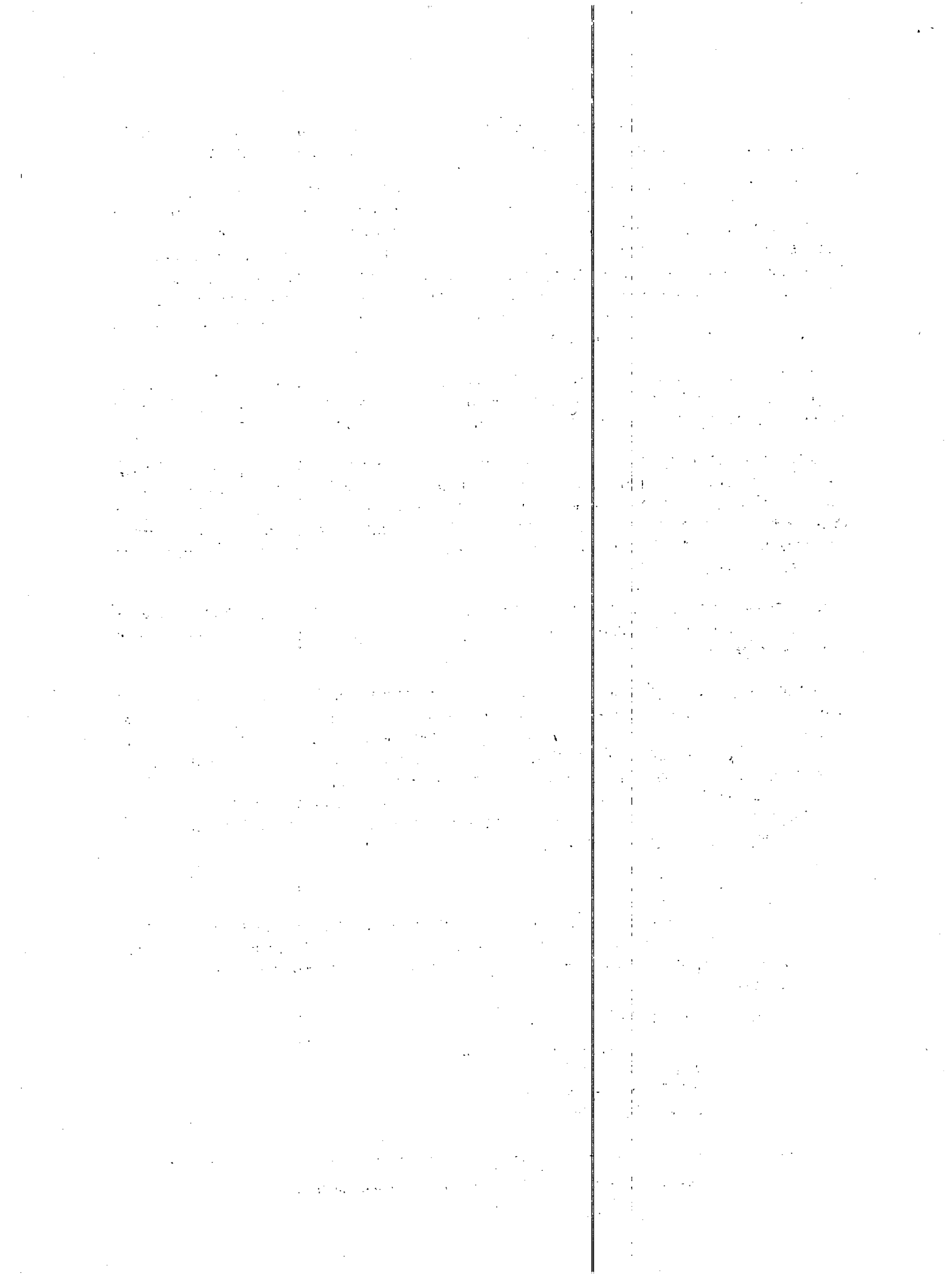
9. Compliance with Applicable Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, 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.

10. Interpretation and Enforcement.

- A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:

San Mateo County Sheriff's Office
Don Horsley, Sheriff
400 County Center
Redwood City, CA 94063



Or to such person or address as County may, from time to time furnish to Contractor.

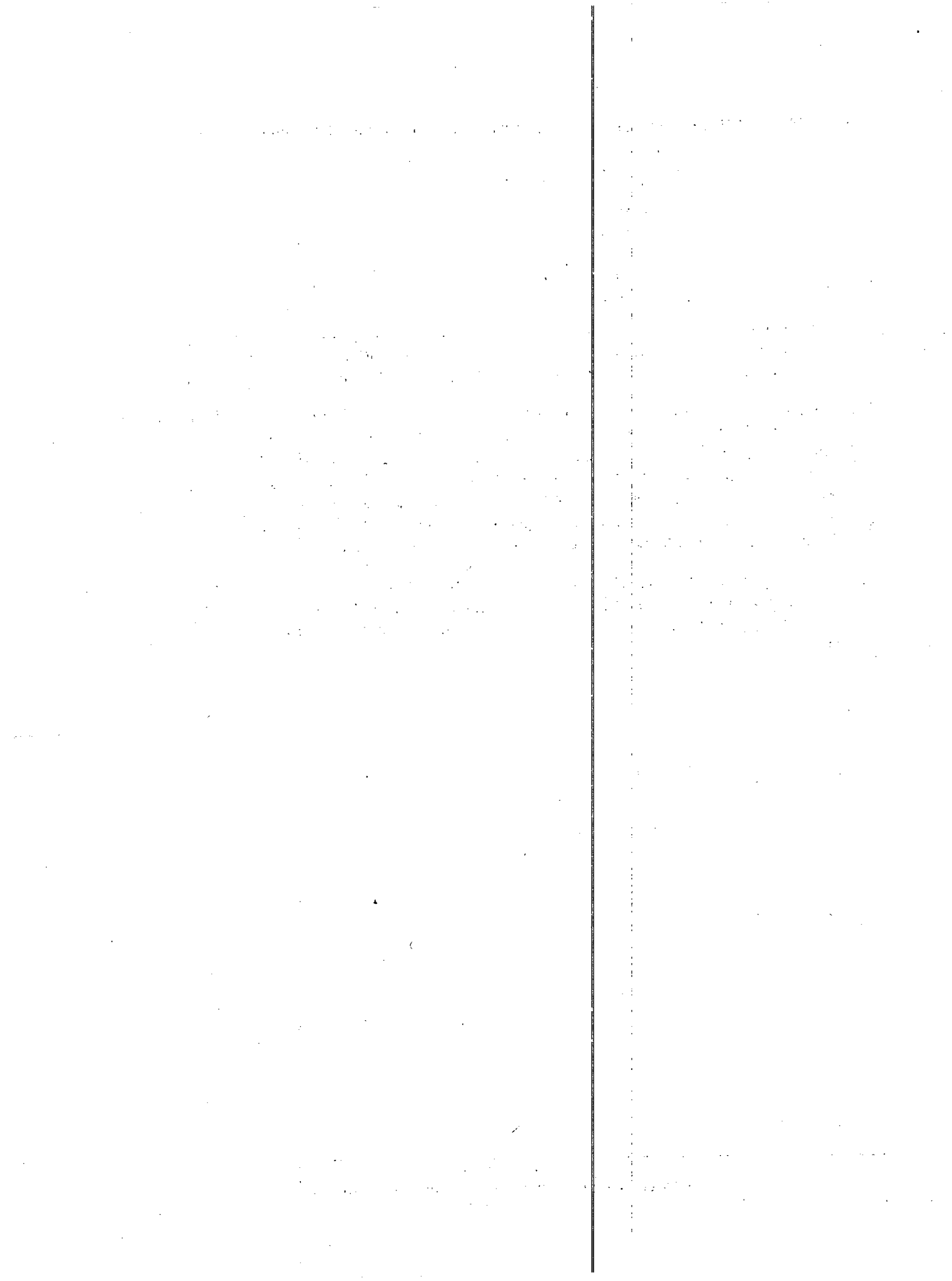
2) In the case of Contractor, to:

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

B. Controlling Law. 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.

11. Merger Clause. This Agreement, including Exhibits A, B, C, D and E 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 the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modification shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibits A, B, C, D and E attached hereto, the terms, conditions or specifications set forth herein shall prevail.

12. Term and Termination. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect **April 1, 2002 to March 31, 2007**. This Agreement may be terminated by Contractor, Sheriff or his designee at any time upon thirty (30) days written notice to the other party.



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: _____
Jerry Hill, President
Board of Supervisors, County of San Mateo


Date: _____

ATTEST:

Clerk of the Board of Supervisors, County of San Mateo

Date: _____

JOHNSON CONTROLS, INC.

By:  _____

Date: 4/26/02

Tax I.D. Number: _____

[Faint, illegible text covering most of the page]

1944
[Illegible text]

EXHIBIT A – Equipment Upgrade
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

Upgrade of the Digital Recording System for San Mateo County Health Center Surveillance System

I. PROJECT SCOPE

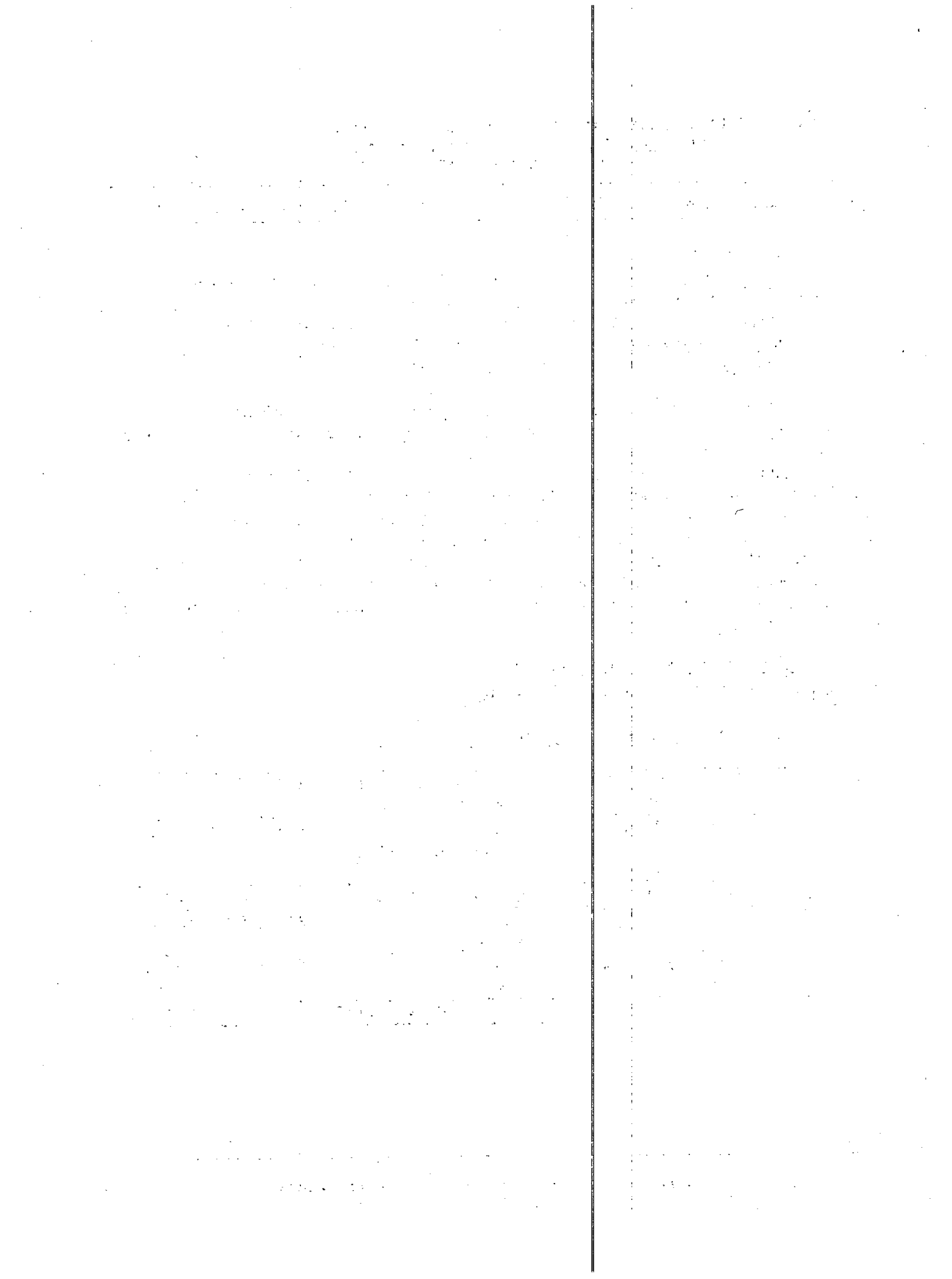
Contractor will upgrade the San Mateo County Health Center's existing CCTV Surveillance System Recording System with Digital Hard Drive Storage System. Contractor will provide and install five Pelco 16-Channel 120GB Hard Drive Digital Video Recording Rack Mounted Units which would replace the five (5) existing Aurroa 16-Channel Multiplexers and five existing GYYR VCR's. The DVR includes, mouse, keyboard, and Network card for connection to LAN or WAN.

Contractor will also install two 21" Flat Screen Video Monitors, one of which will be installed in the Racks with Keyboard and Mouse for programming and viewing of Cameras from the Rack. The other 21" Flat Screen Monitor will be placed at Security Desk and connected to a County Security provided Computer running Pelco remote DVR Software (Windows 98' or 2000') with Network card, which will be connected to LAN or WAN connection and the DVR Racks. This allows Security to view Live and Recorded Pictures from Security Station. Also included is the Pelco Remote viewing Software which will be installed on a remote computer across the County LAN or WAN network. This allows Security the ability to view "Live" and "Recorded" Pictures off-site or on-site from other Computers on the Network. The DVR also has built-in Video Motion Detection to record video only during motion detection. This system will allow Security the ability to record all cameras over a long period of time without changing tapes.

II. EQUIPMENT PROVIDED AND INSTALLED.

The equipment listed below are included with the upgrade

Item:	Qty:	Model:	Description:	Unit:	Extended:
1	5	MX7016-120	Pelco 16-Channel 120GB DVR System	\$6,954.00	\$34,770.00
2	2	047113	Rack Mount, TCP/IP LAN/WAN Hitachi 21" Flat Screen Monitor	\$1,490.00	\$2,980.00
3	lot	REMOTE	Pelco Remote site Software	INC	INC
3	lot	INSTALL	Install, Programming & Project Mngmt.	\$7,862.00	\$7,862.00
4	lot	TAX-FRGHT	Tax and Freight on equipment	3,615.00	\$3,615.00
PURCHASE PRICE:					\$49,227.00



III. PROVIDED BY COUNTY

- Five (5) Network Drops RJ45 Connector with connection to the County Hospital existing LAN or WAN Network at the CCTV Equipment Rack for connection to new DVR units.
- Pentium Computer at Security Desk running Windows 2000' or 98' with Network Card and IP address connection across County's Network for viewing all cameras being recorded and multiplexed from the DVR units in the Rack..
- Desk, Console or shelving for 21" Flat Screen Monitor and County PC at Security.
- If additional Monitors are required there would be additional cost.
- Existing Cameras in working condition. If any cameras are defective there would be additional cost for replacement of the cameras.

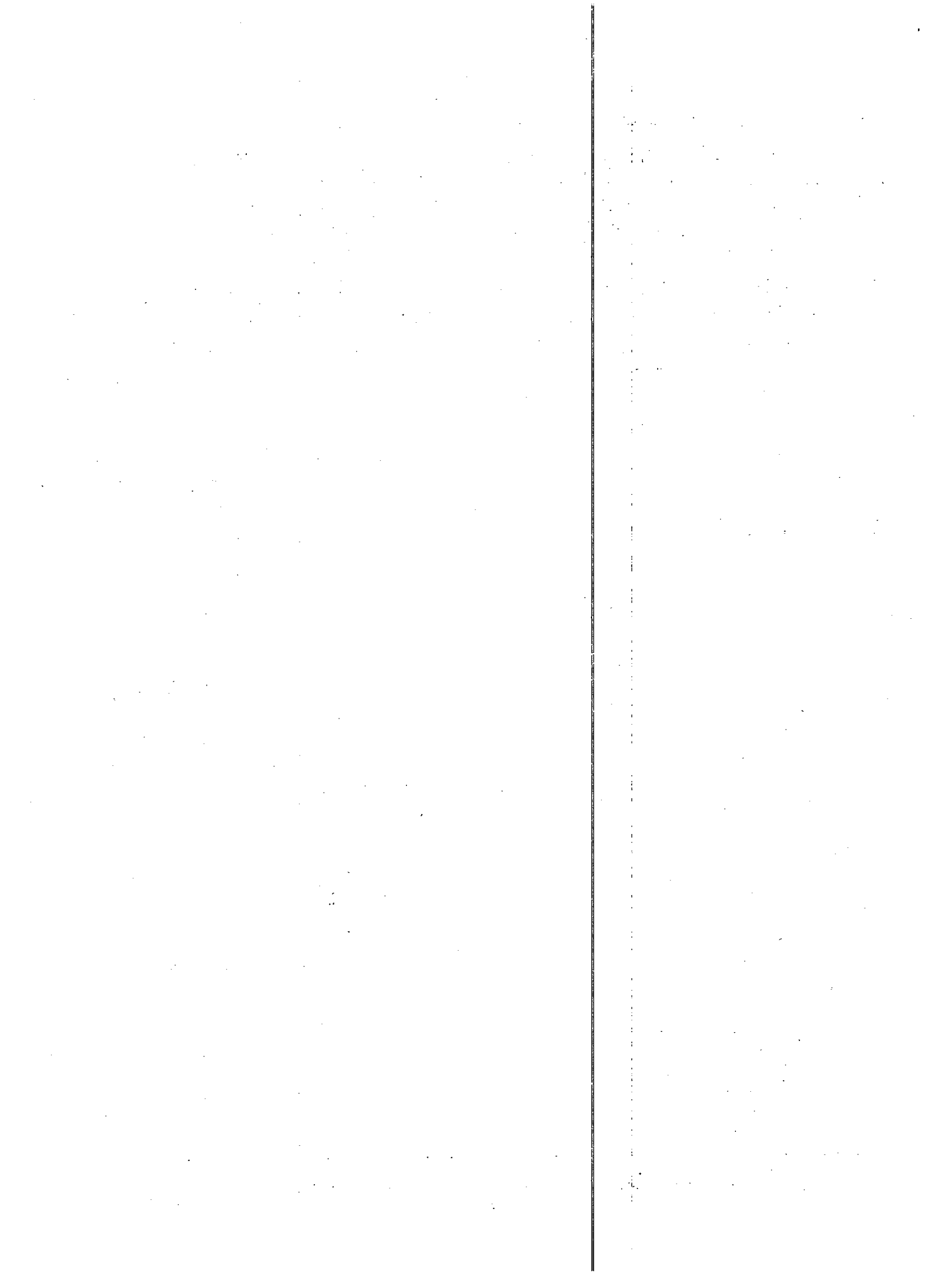


EXHIBIT B – Alarm Monitoring Services
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

Alarm Monitoring of San Mateo County Health Center Radionics Alarm Panels

I. **SCOPE OF WORK:** Contractor will oversee the Central Station Alarm Monitoring of the existing San Mateo County Health Center's Digital Alarms. This includes three (3) alarm panel locations for Material Management Alarms, Nursing Wing Alarms, Physical Therapy Alarms, and Trailer Alarms.

* *Not included are the Pharmacy alarms (old PBX style relays which need to be replaced).*

Each of the alarm panels are currently set up as separate accounts and will remain as such. Contractor will require the use of the existing Telco RJ31X phone jack at each Digital Alarm Communicator Panel for dial-up to the Johnson Controls Facility Response Center.

A. **Material Management:** Contractor will monitor one (1) D7212 Digital Alarm Communicator with one (1) keypad and four (4) PIR alarm zones through the FRC Facility.

1.) Payment for monitoring services will be billed annually and based on using existing equipment and not having to replace any equipment due to a previous lease agreement. Annual cost is equivalent to a monthly rate of \$50.

Annual Cost:	\$600.00
One time Set-up & Test:	\$520.00

B. **Physical Therapy:** JCI will monitor one (1) 6112 Digital Alarm Communicator with two keypads and two (2) PIR alarm zones through the FRC Facility.

1.) Payment for monitoring services will be billed annually and based on using existing equipment and not having to replace any equipment due to a previous lease agreement. Annual cost is equivalent to a monthly rate of \$50.

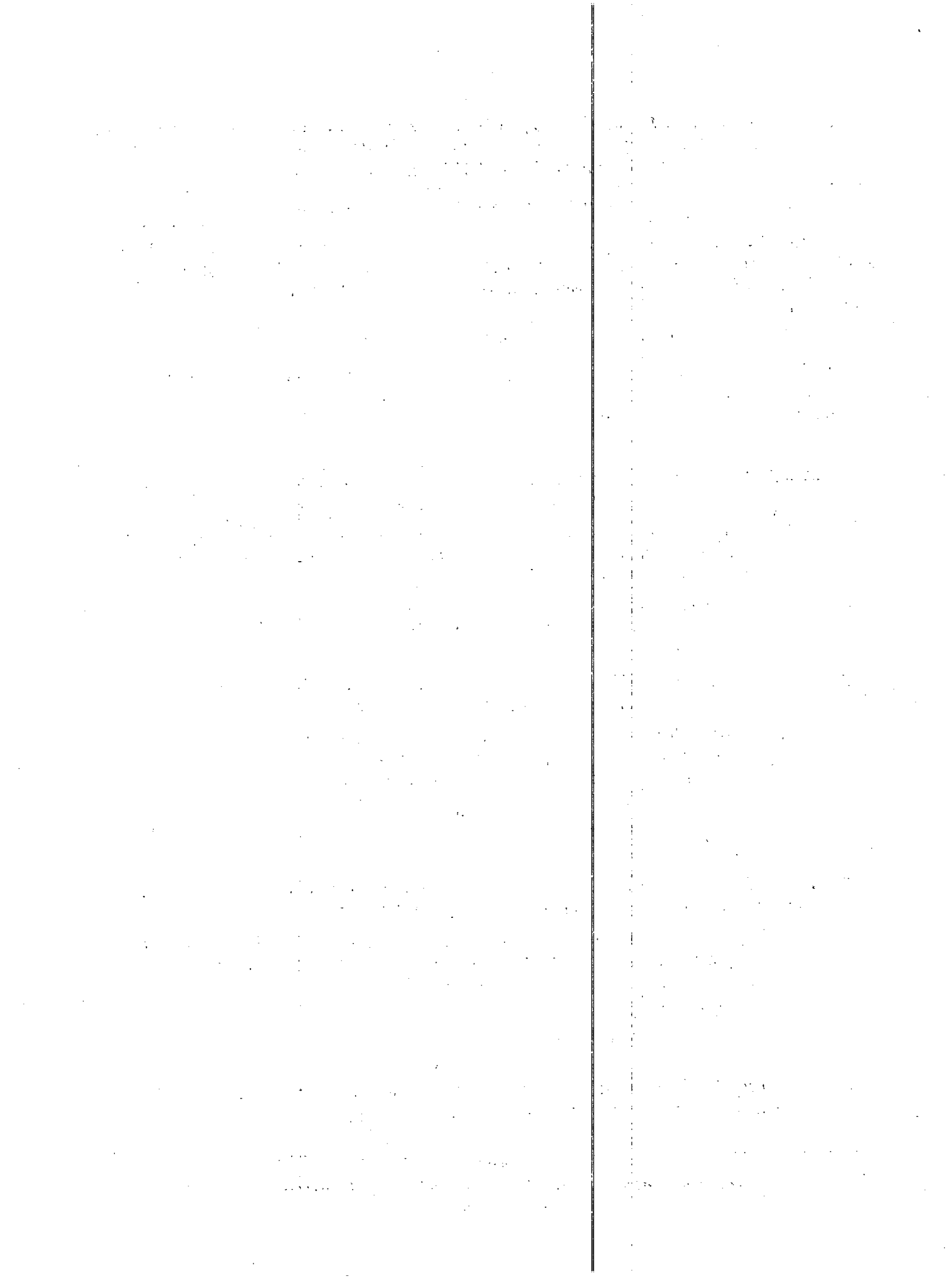
Annual Cost:	\$600.00
One time Set-up & Test:	\$520.00

C. **Nursing Wing Panics:** JCI will monitor one (1) XR200 Digital Alarm Communicator with one keypad and sixteen (16) Panic Zone Alarms through the FRC Facility.

1.) Payment for monitoring services will be billed annually and based on using existing equipment and not having to replace any equipment due to a previous lease agreement. Annual cost is equivalent to a monthly rate of \$78.

Annual Cost:	\$936.00
One time Set-up & Test:	\$980.00

D. **Left Trailer:** JCI will monitor one (1) Digital Alarm Communicator with one keypad and three (3) PIR and door contact alarm zones through the FRC Facility.



1.) Payment for monitoring services will be billed annually and based on using existing equipment and not having to replace any equipment due to a previous lease agreement. Annual cost is equivalent to a monthly rate of \$50.

Annual Cost:	\$600.00
One time Set-up & Test:	\$520.00

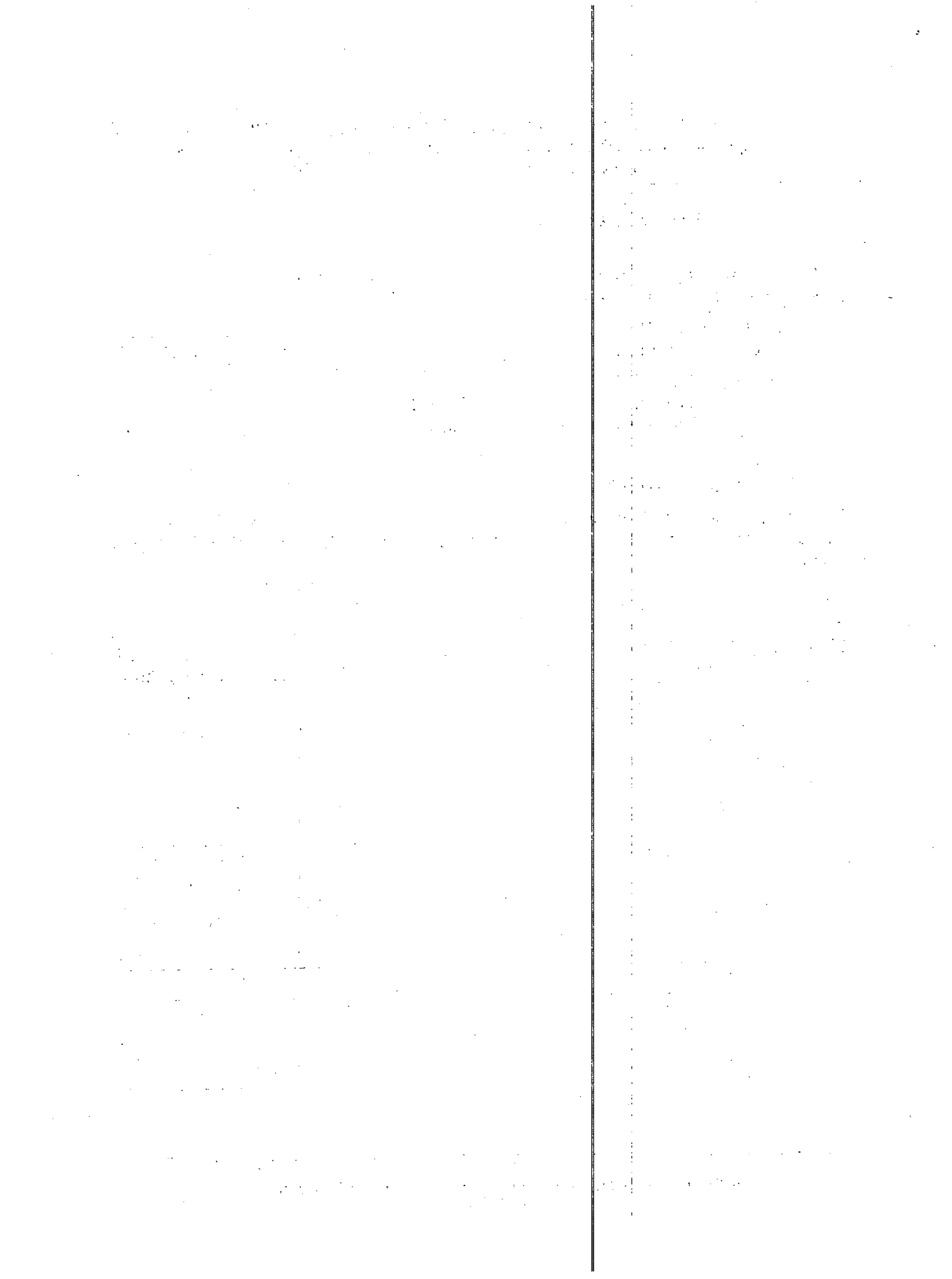
E. **Right Trailer:** JCI will monitor one (1) Digital Alarm Communicator with one (1) keypad and six (6) PIR and door contact alarm zones through the FRC Facility

1.) The Payment for the monitoring fee is to billed on annual cost and based on using existing equipment and not having to replace any equipment due to a previous lease agreement. Annual cost is equivalent to a monthly rate of \$54.00.

Annual Cost:	\$648.00
One time Set-up & Test:	\$520.00

II. TOTAL ANNUAL PAYMENTS.

The first year payments for each of the accounts described above will total \$6,444 which includes annual cost as well as on-time set-up and testing. Annual cost each additional year will total \$3,384.00.



**EXHIBIT C – Maintenance Services
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.**

I. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to provide remedial maintenance services, including any necessary parts, on Cardkey equipment when notified that the equipment is malfunctioning or inoperative.

B. MAINTENANCE. Contractor shall provide:

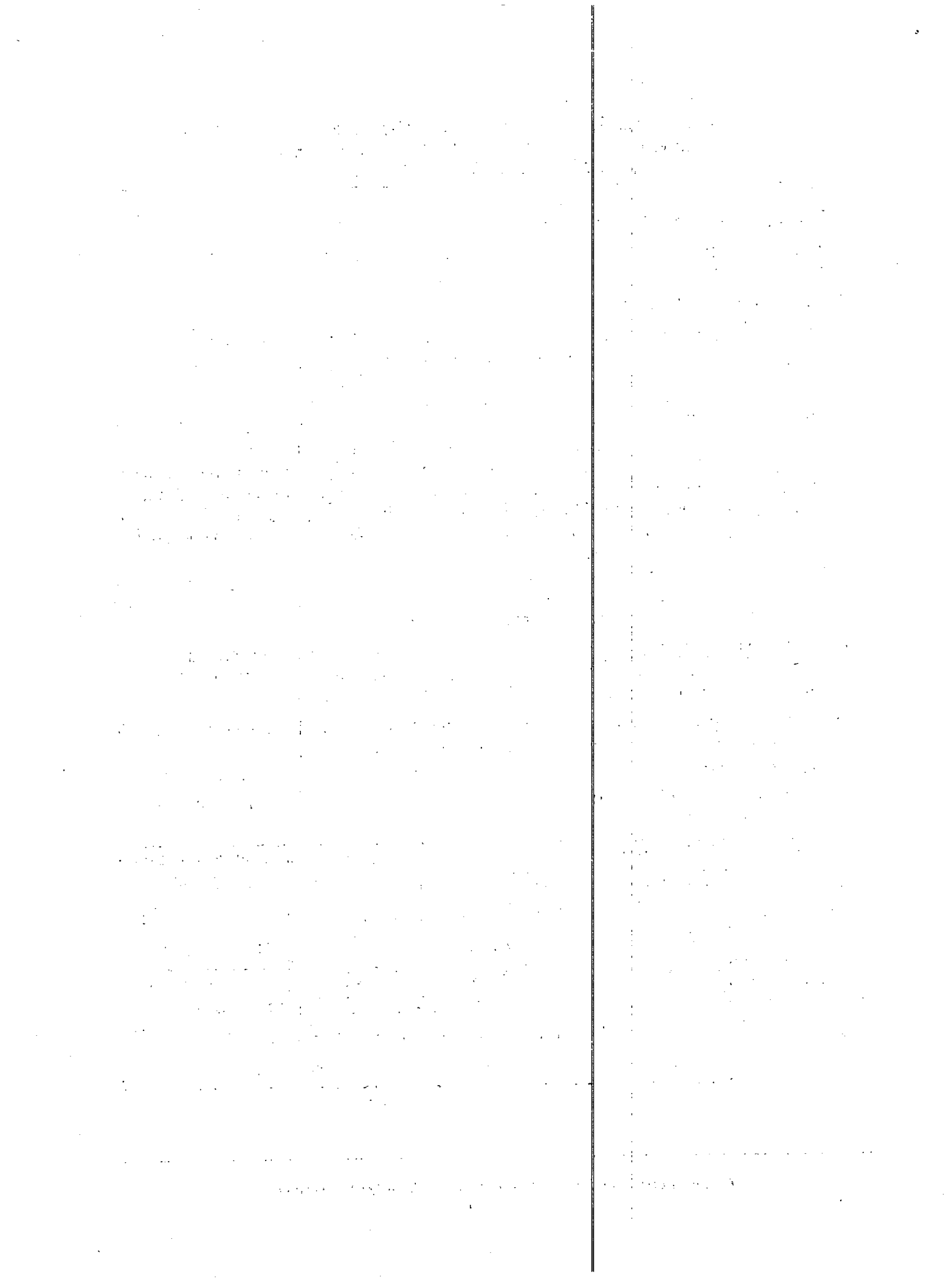
- 1) All maintenance between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding Contractor's recognized holidays or as otherwise specified in this agreement.
- 2) Response time is 2 hours by phone with onsite no later than next business day.
- 3) Maintenance service shall **not** include the following:
 - (a) Electrical work external to the equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning.
 - (b) Repair or replacement of damaged parts resulting from catastrophe, accident, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of the equipment by Customer.
 - (c) Any system, operational malfunction or failure not attributable to the furnished equipment.
 - (d) Services requested and provided outside of the period specified in subparagraph (b) above.
 - (e) Relocation or reinstallation of equipment.

C. AT COUNTY'S REQUEST. Contractor may in its sole discretion, provide services not included in the regular maintenance service or beyond the period specified in subparagraph (b) above at the published billable rates in effect at the time the labor and parts are furnished.

D. LABOR CHARGES. Contractor shall include travel time to and from installation site and shall be computed to the nearest one-half (½) hour with a minimum charge per call based upon a two (2) hour period.

- 1) Labor outside of covered hours is at 25% off Standard Overtime Rates. Rates are as follows:

<i>Service Day</i>	<i>Service Time-of-Day</i>	<i>Rate</i>	<i>Minimum Charge</i>
Monday - Friday	5:00 p.m. – 8:00 a.m.	\$202.50	4 Hrs. = \$810.00
Saturday	All Day	\$202.50	4 Hrs. = \$810.00
Sunday	All Day	\$270.00	4 Hrs. = \$1,080.00
Holiday	All Day	\$270.00	4 Hrs. = \$1,080.00
- Mileage is charged separately at a rate of \$1.00 per mile. - Plus Travel Expenses (i.e. meals, lodging, airfare, etc.) - Travel time is based on round trip (portal to portal).			



- 2) Travel expenses - shall be billable at Contractor's then current published rates and terms, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to County as incurred.
- E. Title to all equipment and parts provided for repair or maintenance under this agreement shall pass to County upon completion of the repairs for which they were used, and any replaced parts shall become the property of Cardkey.
- F. ROUTINE MAINTENANCE. The County will perform routine maintenance as keeping the equipment clean, replacing printer and typewriter ribbons and paper, and cleaning the magnetic tape heads, but shall not attempt major maintenance or equipment repair.
- G. SOFTWARE UPGRADES. Limited to Contractor's application software and firmware required to address system faults which prevent meeting operational specifications. Any upgrade that requires new operating system, licensing or hardware for compatibility is not covered under the maintenance agreement.
- H. INSPECTION AND REPAIR. If the equipment identified in this agreement was not under Contractor's maintenance service responsibility immediately prior to the commencement of maintenance service under this agreement, it shall be subject to inspection by Contractor within 45 days to determine if it is in good operating condition which, for the purposes of this agreement, is defined as the level established for equipment maintained by Contractor. Any repairs or adjustments deemed necessary by Contractor to bring the equipment up to good operating condition shall be made at County's expense, prior to commencement of maintenance service for that item.
- I. SPACE AND FACILITIES. At their own expense, County shall provide Contractor with:
- 1) ready access to the equipment at all reasonable times;
 - 2) adequate work and storage space and utilities;
 - 3) all electrical current, electrical current outlets, circuits and wiring required by the equipment; and
 - 4) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operating specifications of the equipment.
- J. UNAUTHORIZED RELOCATION'S, MODIFICATIONS OR REPAIRS
- Customer shall not perform any repairs other than those listed in Paragraph 6 (f) without Cardkey's prior approval and shall not relocate, reinstall or modify any of the equipment without Cardkey's prior written approval.

II. TERM AND METHOD OF PAYMENT

Notwithstanding any other provisions in this Agreement, the total cost for Contractor's services under this Agreement shall not exceed the sum of \$364,471. Contractor shall submit a monthly invoice after services rendered in compliance with the policies and procedures established by the Controller. County shall have the right to withhold payment if County determines that the quantity or quality of the work is unacceptable.

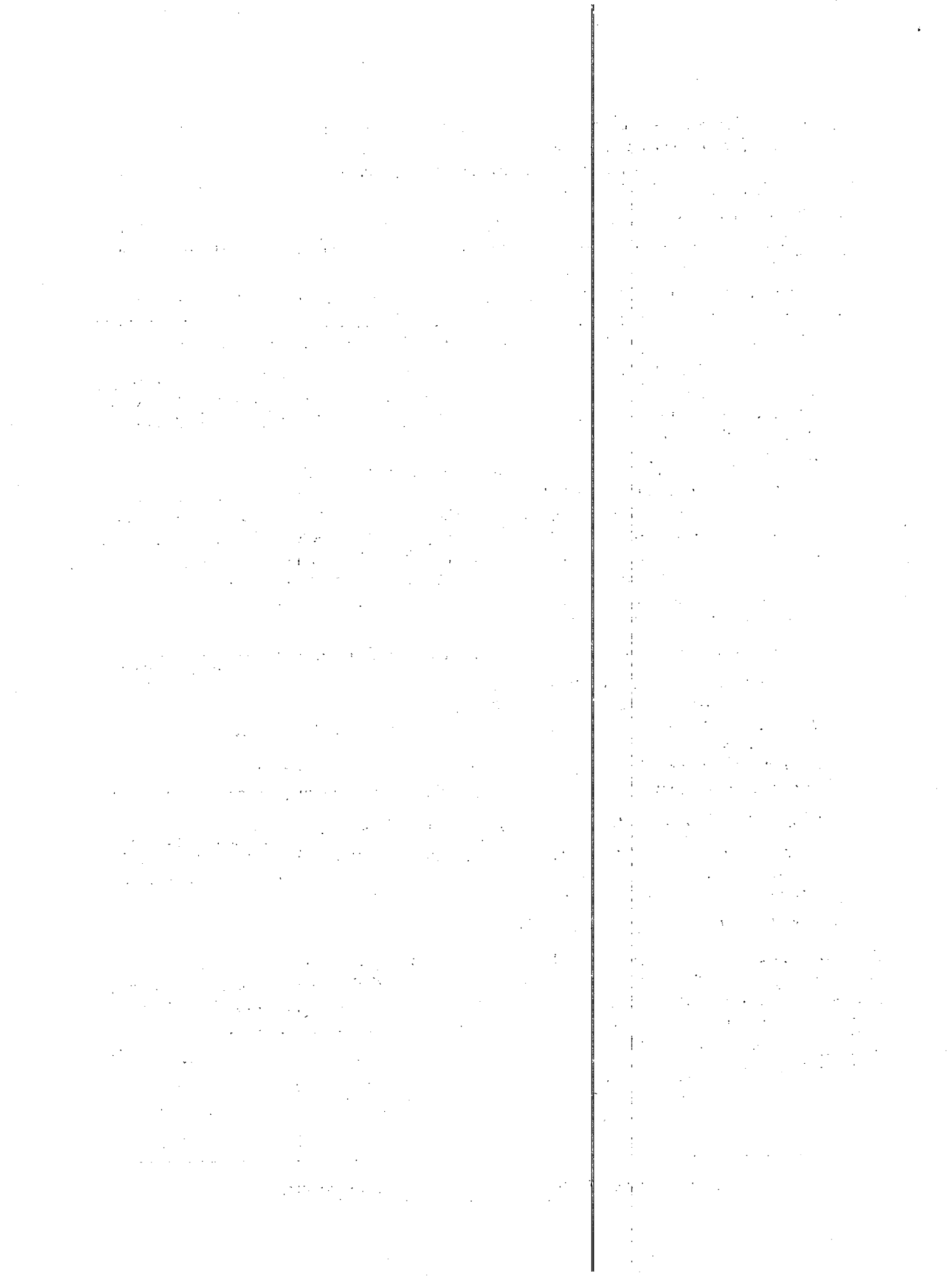


EXHIBIT D – Equipment List
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

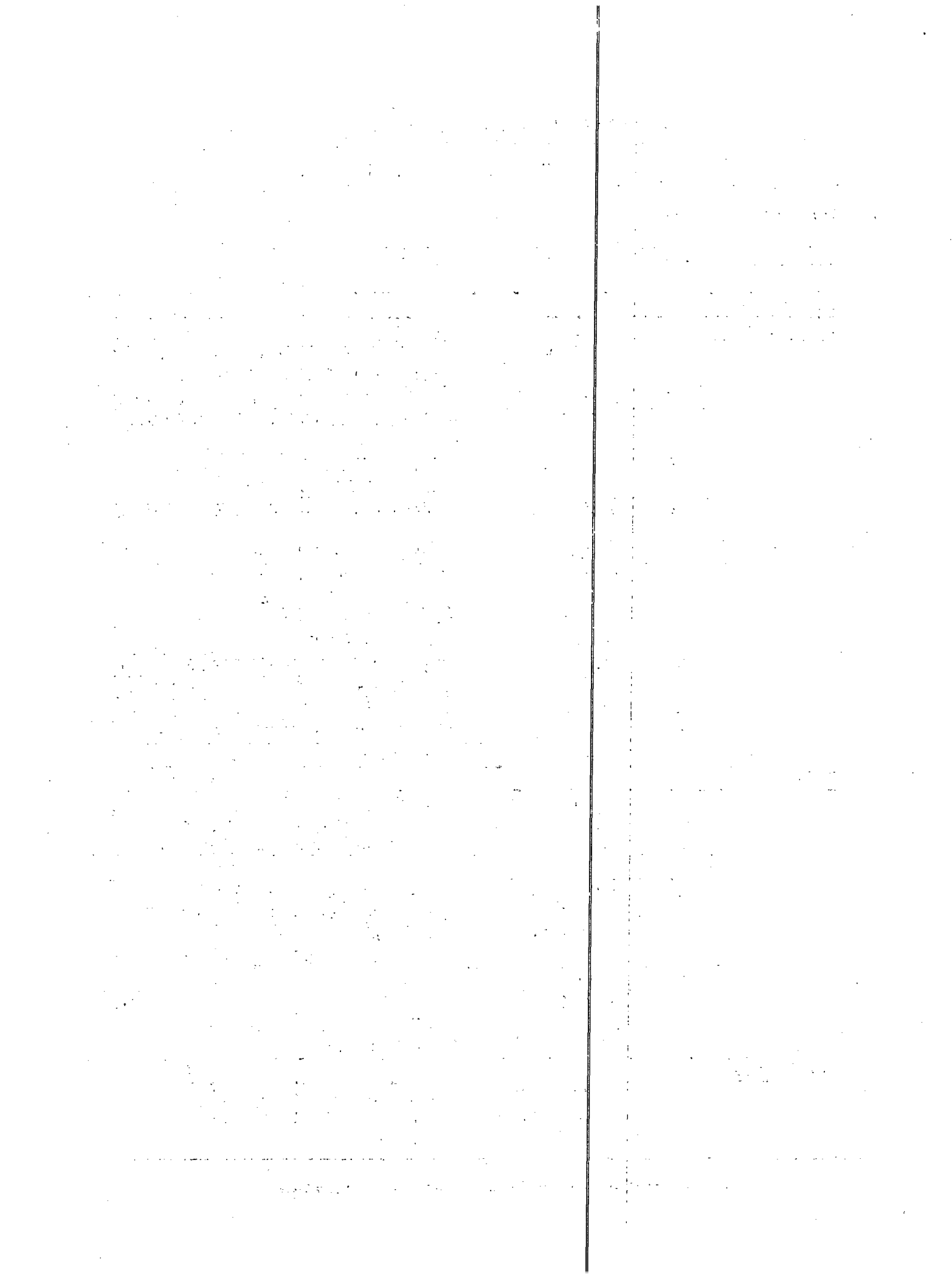
I. EQUIPMENT COVERED

<i>Designation</i>	<i>Qty</i>	<i>Part Number</i>	<i>Description</i>
Field Devices:			
	18	DST-S1	TERMINAL, READER, DUAL STI, 120V
	93	L71-G-2W	READER, PROX 4000, FRAME MT, 2-WIRE, GRY
	182	L73-G-2W	READER, PROX 4000, WALL MT, 2-WIRE, GRY
	57	SMP7-PMCTX	ALTRONIX 12V/24V POWER SUPPLY PANEL
	104	BT12-6	ALTRONIX BATTERY BACK-UP, 12V 7AMP HOUR
	39	S300-BAT	BATTERY, GEL, BACK-UP, S3XX, S300/S320/CK720
	39	S300-XFMR	TRANSFORMER, PLUG-IN, 24VAC, INPUT 120V
	1	STI-C21U	TERMINAL, SMART, READER INTERF, 120VAC
	1	D7212	RADIONICS DIGITAL ALARM COMMUNICATOR PANEL
	2	D6112	RADIONICS DIGITAL ALARM COMMUNICATOR PANEL
	2	XR200	DIGITAL ALARM COMMUNICATOR PANEL WITH KEYPADS
	5	D1225	RADIONICS KEYPAD
	12	DS935	PIR MOTION DETECTOR
	58	A269	PANIC BUTTON
Panel Devices:			
	5	D620/BL1	TERMINAL/CONT, PROT
	4	MTI-1	MODULE, MULTI-TERM INTFC, 8-CHANNEL
	3	MTI-2X	MODULE, FIBER OPT, EXPANSION, MTI, 4-CHNL
	6	S300-116	MODULE, ADD-ON, 16-2 STATE INPUT
	10	S300-IO8	MODULE, ADD-ON, 8 INPUT/8 OUTPUT
	21	S300-RAM4	MODULE, MEMORY UPGRADE KIT, 128KB, 30K CARD
	100	S300-RDR2	MODULE, ADD-ON, 2 READER, WIEG 1W/2W
	18	S300-XL	EXPANSION, S300 ADD-ON PARTS, 9, LARGE
	21	S320-BL	CONTROLLER, CONFIG W/ADD-ON, BASIC, LARGE
P1000 Devices:			
	1	P1000S/9-120V	SYSTEM P100 HOST9-USR/NON
	1	BMW-PR420-D-1	PRINTER, ZEBRA P420, 2-SIDE, MS ENC, 120VAC

Exhibit D

Agreement between Johnson Controls, Inc and County of San Mateo

Page 13 of 16



1	P1000-FPI-8	INTERFACE,P1000 HOST,RS-232 COMMS,8-PORT
1	P1K-UPS-120V	POWER SUPPLY,P1000,UPS,120V
1	P1K3-OPT-512	OPTION,P1000 HOST,512 TERMINAL CAP
1	PR4-E	PRINTER,PARALLEL,132 COL,HI-SPD,120V
1	PVI-DLX-WW	IMAGING,PVI S/W V2.0 W/DELUXE CAM&CAP
1	WSS-2	SOFTWARE,WORKSTATION,REMOTE,WIND OWS

CGTV Devices:

3	KTD-341	KALATEL MATRIX SWITCHER
16	KTD-340	KALATEL MONITOR OUTPUT CARD
32	KTD-343	KALATEL SLAVE MONITOR CARD INPUT
5	KTD-344	KALATEL 16 CHANNEL DISTRIBUTION AMP
1	KTD-304R	KALATEL CONTROL KEYPAD
2	KTD-83	KALATEL DATA SIGNAL DISTRIBUTOR
2	KTD-93	KALATEL MULTIPLEXER CONTROL
6	KTA-8CA-3C1	KALATEL COLOR CYBERDOME PTZ CAMERA SYSTEM
6	KTA-04-12	KALATEL FIXED POWER SUPPLY
12	140VTR	FIBER OPTIONS 4-CHANNEL VIDEO TRANSMITTER
12	140VRR	FIBER OPTIONS 4-CHANNEL VIDEO RECIEVER
3	517R	FIBER OPTIONS FIBER RACK CAGE
3	517EPS	FIBER OPTIONS EXTERNAL POWER SUPPLY
4	210D1TR	FIBER OPTIONS RS232 DATA TRANSMITTER
4	210D1RR	FIBER OPTIONS RS232 DATA RECIEVER
2	PPM-6-12	MID ATALANTIC FIBER RACK
5	V25-C7036	SILENT WITNESS MINIDOME COLOR CAMERA SYSTEM
41	SSCDC14	SONY HI RESOLUTION CCD CAMERA
41	13V3-8	PELCO VARI-FOCAL LENS
1	ALTV-1224DC	ALTRONIX CAMERA POWER SUPPLY
8	ALTV248	ALTRONIX CAMERA POWER SUPPLY
5	DX7016-120	PELCO 16-CHANNEL DIGITAL VIDEO RECORDING SYSTEM
2	047113	HITACHI 21" FLAT SCREEN MONITOR

Exhibit D

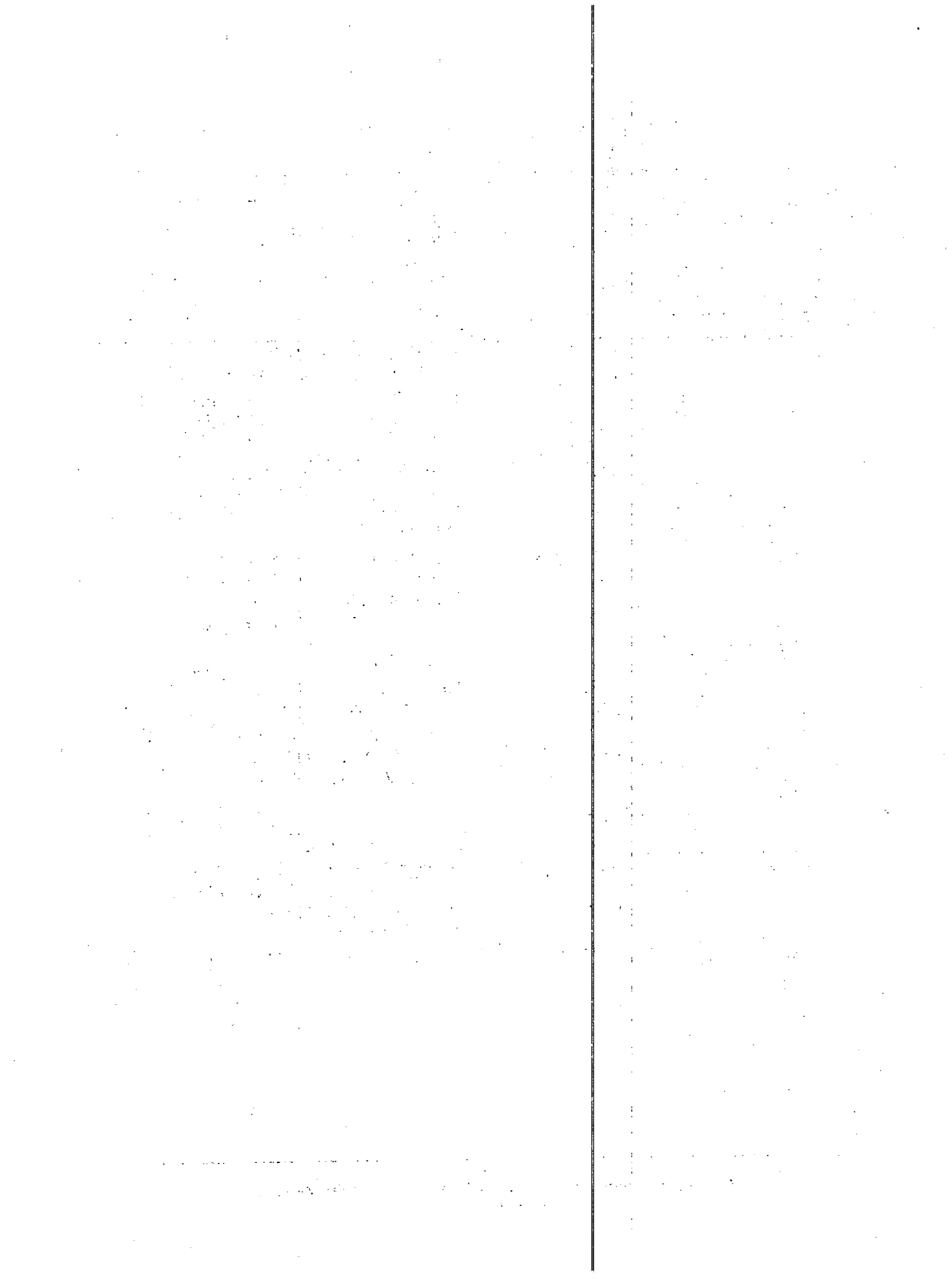


EXHIBIT E - Pricing Structure
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

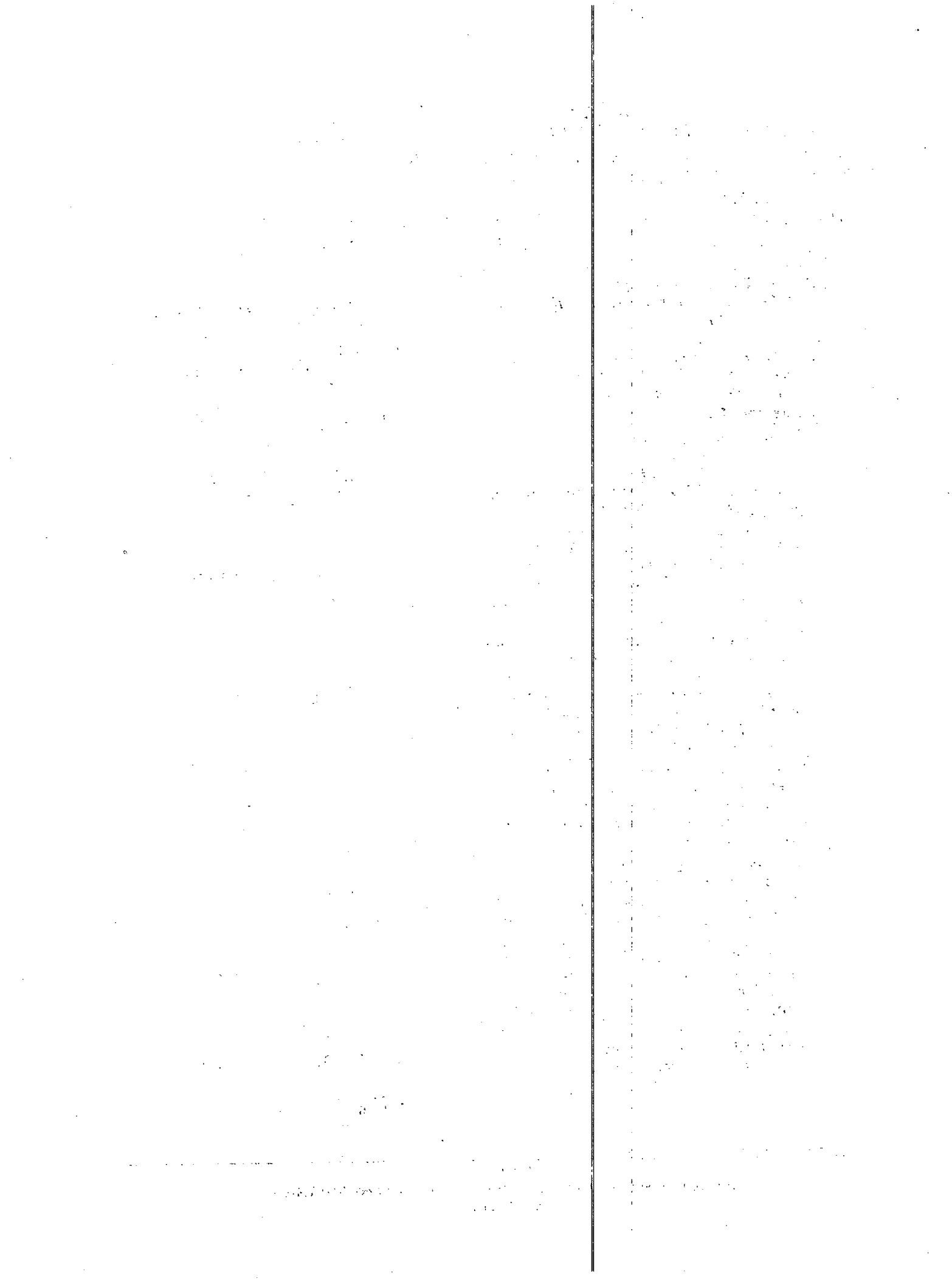
I. Pricing Structure.

Below is a detailed breakdown of costs and fees relating to this Agreement.

Service	Exhibit Reference	One-Time Costs / Yearly Total	5-Year Total
CCTV Digital Recording Upgrade <i>(\$49,227 to be divided into equal quarterly payments of \$2,461.35.)</i>	Exhibit A	\$49,227.00	\$49,227.00
Alarm Monitoring Services <i>(\$19,980, to be divided into equal quarterly payments of \$1,611 for the first year and \$846 per quarter for years 2 - 5.)</i>	Exhibit B	One-time fees - \$3,060 Yearly - \$3,384	\$19,980
Maintenance Costs:	Exhibit C	<i>Cost Breakdown</i>	\$307,983
<i>Replacement Factor - The total price of all equipment covered under this service agreement multiplied by a 3.0% rate. SMCHC has \$912,451 worth of equipment being serviced) (\$136,865, to be divided into equal quarterly payments of \$6,843.25)</i>		\$27,373.00	\$136,865.00
<i>Technician Hours - Total is based on the average number of hours a Technician was called for service per year at sites with similar equipment and size of SMCHC. Total is computed by the number of years expected for service per year multiplied by Technician rate. SMCHC hours 202 x \$135.00 hourly rate.</i>		\$27,270.00	\$136,350.00
<i>Preventative Maintenance - The number of hours a Technician will be on site per year to perform the Preventative Maintenance portion of the agreement are calculated and multiplied by the current Technician rate. SMCHC Preventative Maintenance hours for year 24 x \$135.00. (\$16,200, to be divided into equal quarterly payments. Of \$810.00)</i>		\$3,240.00	\$16,200.00
<i>Equipment Replacement - The cost of equipment replacement to perform the Preventative Maintenance work during the PM's on a yearly basis, which includes items such as batteries, firmware, and tapes, etc, based on historical experience.</i>		\$1,193.60	\$5,968.00
<i>Miscellaneous Expenses - Actual documented Expenses which may be reasonably incurred in connection with this project during the course of the year for such things as parking fees, bridge tolls, etc.</i>		\$96.00	\$480.00
<i>Travel Costs - The cost for mileage from the local JCI Golden Pacific Service Center (located in Hayward) to the Servicing site (San Mateo County Health Center) multiplied by the number of trips Portal to Portal, (Computed at the rate of 36.5 cents per mile)</i>		\$1,344.00	\$6,720.00
<i>Training Costs - Training provided to County, and covered under this Service Agreement during the course of the year at training rate of \$135 per hour x 8 hours per year.</i>		\$1,080.00	\$5,400.00
Total		\$339,471 for the five year term * (\$377,190 minus 10% negotiated discount)	

Exhibit E

Agreement between Johnson Controls, Inc and County of San Mateo

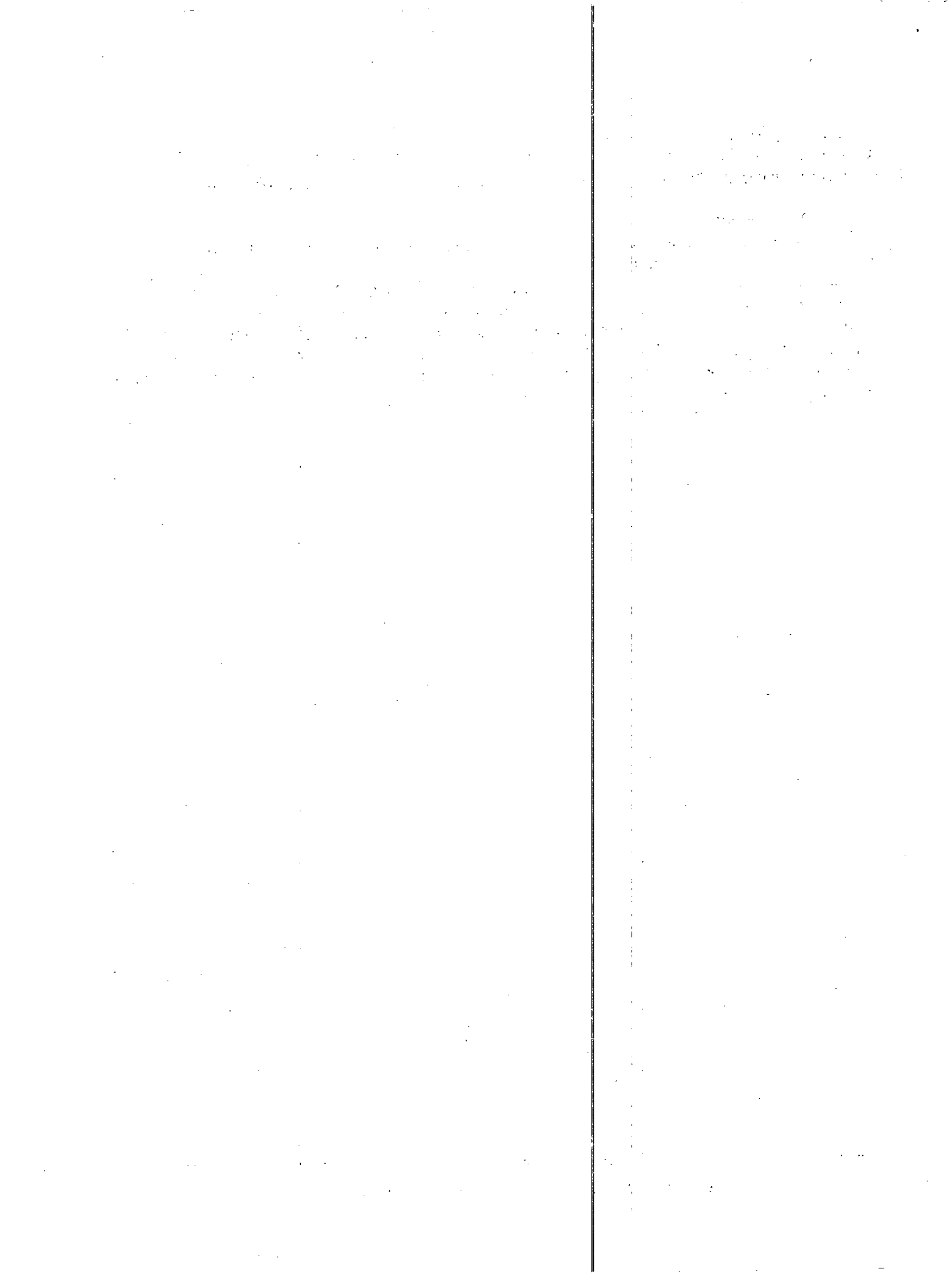


II. Payment Schedule.

Contractor shall submit quarterly invoices in the fixed amount of **\$16,973.55 per quarter**. Invoices will be in compliance with the policies and procedures established by the County Controller's Office.

III. New Installations.

Purchase and installation of new equipment not covered under this maintenance agreement shall be itemized separately and apart from the fixed quarterly maintenance costs. The procedure shall be: County will request an estimate of cost for a new installation by Contractor. Contractor will supply said estimate free of charge. If County wished to proceed, the estimate shall be authorized in writing by County (by signature of Sheriff's Deputy Director of Administration). Contractor shall then proceed with said work and submit authorized charges on a separate invoice. An amount of Twenty-Five Thousand Dollars (\$25,000) is included in this agreement for discretionary new installation work, to be used solely at County's discretion.



MARSH USA INC. **CERTIFICATE OF INSURANCE** DATE **05/02/2002**

PRODUCER
 Marsh USA Inc.
 411 East Wisconsin Avenue
 Suite 900
 Milwaukee, Wisconsin 53202-4419
 Attn: CPU, Phone (414) 290-4700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE		AM Best (As of)
Company A	Pacific Employers Insurance Company 1601 Chestnut Street, PO Box 41484, Philadelphia, PA 19101	A XII
Company B	Sentry Insurance A Mutual Co. 1800 North Point Drive, Stevens Point, WI 54481	A+ XIV
Company C	National Union Fire Insurance Co. 175 Water Street, New York, NY 10038	A++ XV
Company D		

INSURED
 Johnson Controls, Inc.
 Johnson Controls Battery Group, Inc.
 Johnson Controls World Services, Inc.
 Johnson Controls Interiors, L.L.C.
 Johnson Controls of Puerto Rico, Inc.
 GES America, L.L.C.

Optima Batteries, Inc.
 Vintec Company
 Attn: Corp. Risk Mgmt. X-92
 P.O. Box 591
 Milwaukee, WI 53201

COVERAGES: This certificate supersedes and replaces any previously issued certificate.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY (1) (2) (3) <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> CG2010 (10/93) Additional Insured-Owners, Lessees or Contractors (Form B)	HDOG20307729	10-1-2001	10-1-2002	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ 5,000,000 MED EXP (Any one person) \$ 50,000
B	AUTOMOBILE LIABILITY (1) (2) (3) <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Physical Damage (1) (4)	90-04606-01	10-1-2001	10-1-2002	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 740 49 08	10-1-2001	10-1-2002	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (3) THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLRC43110949 The Pacific Employers Insurance Company program applies to all JCI entities in all states except for the self-insured entities and the monopolistic states.	10-1-2001	10-1-2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000

(1) ADDITIONAL INSURED/LOSS PAYEE: Includes coverage for Additional Insureds & Loss Payees as required by lease or contract. If required by contract, this includes SAN MATEO COUNTY HOSPITAL.
 (2) PRIMARY COVERAGE: Where required by lease or contract, this coverage is primary and not excess of or contributing with other insurance or self-insurance.
 (3) WAIVER OF SUBROGATION: Insured waives subrogation to the extent required by contract.
 (4) DEDUCTIBLES: Comprehensive: ACV less \$1,000 deductible/Collision: ACV less \$1,000 deductible.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS JC Contract No. 28447449
 Project Name: CK*San Mateo Gen Hosp *2844-7449 Renewal Service
 Customer PO Number: SIGNED AGREEMENT 844 1240331 01 SAN MATEO COUNTY HOSPITAL

CERTIFICATE HOLDER:
 SAN MATEO COUNTY HOSPITAL
 GINGER BALKUS
 222 W. 39TH AVENUE
 SAN MATEO, CA 94403

CANCELLATION
 SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC. BY: *[Signature]*

<p>1954</p>	<p>1954</p>	<p>1954</p>
<p>1955</p>	<p>1955</p>	<p>1955</p>
<p>1956</p>	<p>1956</p>	<p>1956</p>
<p>1957</p>	<p>1957</p>	<p>1957</p>
<p>1958</p>	<p>1958</p>	<p>1958</p>
<p>1959</p>	<p>1959</p>	<p>1959</p>
<p>1960</p>	<p>1960</p>	<p>1960</p>

**DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS**

2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 483-3392
FAX (916) 483-1535

**CERTIFICATION OF SELF-INSURANCE
OF WORKERS' COMPENSATION**

TO WHOM IT MAY CONCERN:

~~This certifies that Certificate of Consent to Self-Insure~~
No. 2082 was issued by the Director of Industrial Relations
to:

JOHNSON CONTROLS, INC.

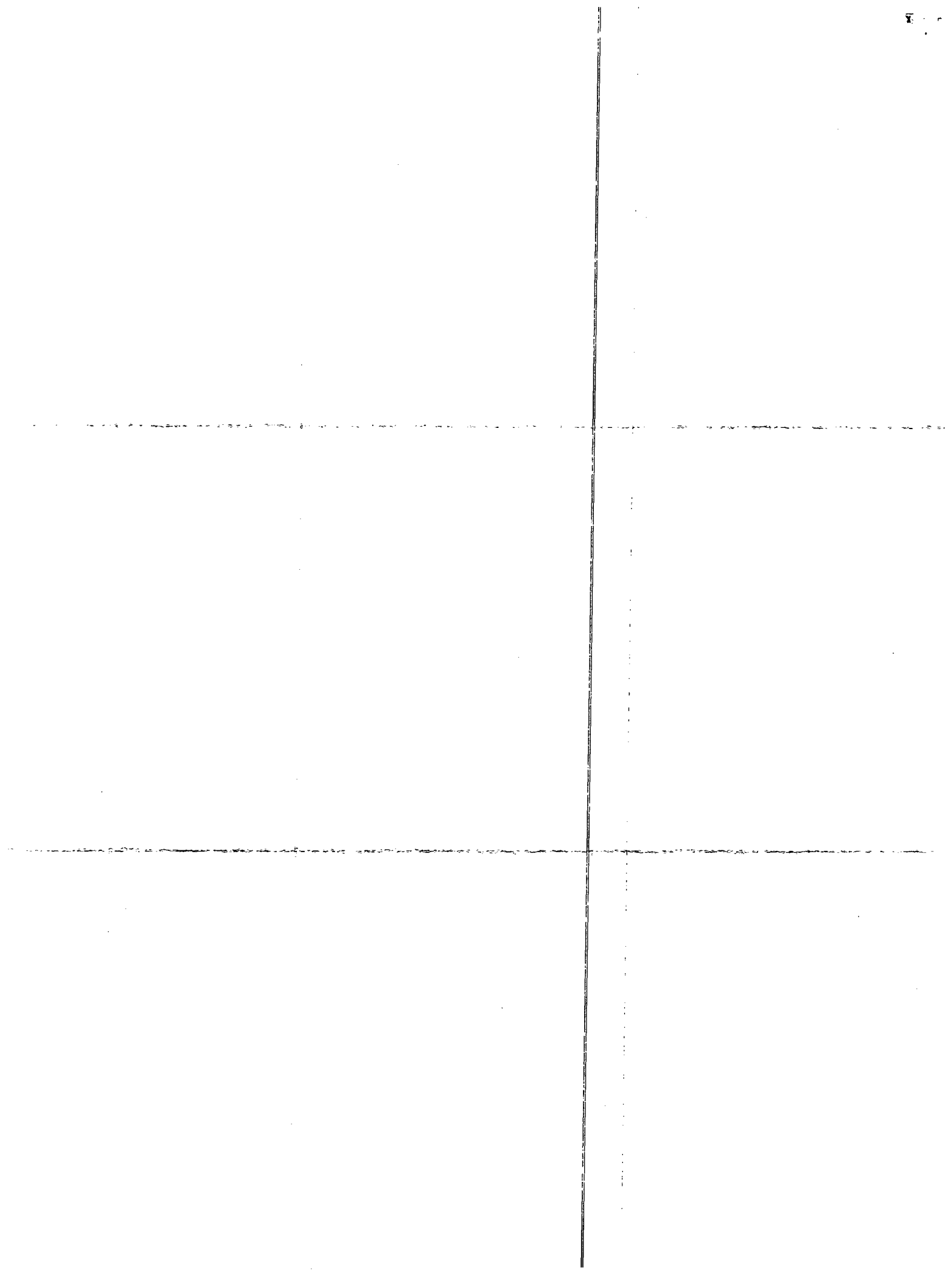
under the provisions of Section 3700, Labor Code of
California, on December 01, 1987. The Certificate is now
and has been in full force and effective since that date.

Dated at Sacramento, California
This 5th day of September, 2000


MARK B. ASHCRAFT, Manager
Self Insurance Plans

/dy

Orig: Susan Tribble X92
Johnson Controls Inc.
P.O. Box 591
Milwaukee, WI 53209



Bethany L Wadood

Marsh USA Inc.
411 East Wisconsin Avenue, Suite 900
Milwaukee, WI 53202
414 290 4916
Fax: 414 290 4953
CPU_Milwaukee@marsh.com

May 1, 2002

MARSH
An **MMC** Company

Johnson Controls' Customer

**Subject: Johnson Controls, Inc.
Johnson Controls L.P.
Certificate of Insurance
Coverage Period - October 1, 2001 to October 1, 2002**

Dear Certificate Holder:

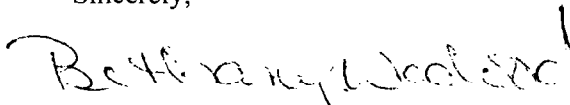
Our client Johnson Controls has advised us that your company entered into a new contract with them during the month of April. As Johnson Controls' insurance broker, we are providing you a certificate of insurance evidencing their insurance coverages for this period.

The project name and your company's contract number or purchase order number are referenced on the front of the certificate in the Description section.

If you have any questions or require additional information, please contact our office at the above number. You can also email or fax your inquiries to the address and number indicated above.

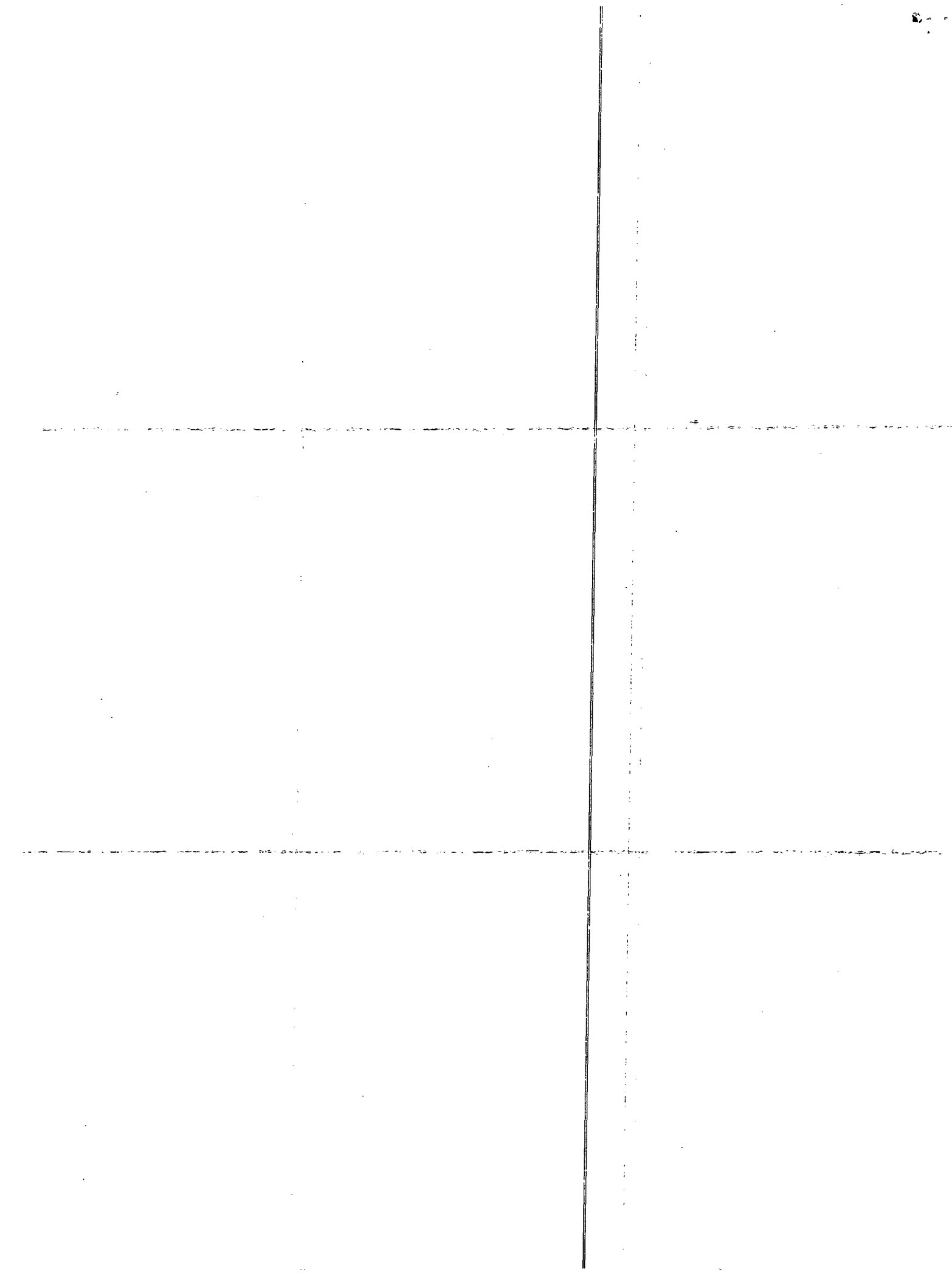
If your company does not require a certificate of insurance, please disregard.

Sincerely,



Bethany Wadood
Clerical Supervisor

Enclosure



COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Johnson Controls, Inc.

Contact Person: Steve Sandoval

Address: 3526 Breakwater Court

Hayward, CA 94545

Phone Number: (510) 786-5703 Fax Number:

II Employees

Does the Contractor have any employees? X Yes No

Does the Contractor provide benefits to spouses of employees? X Yes No

* If the answer to one or both of the above is No, please skip to Section IV.*

III Equal Benefits Compliance (Check one)

- X Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of April, 20 02 at Hayward, CA

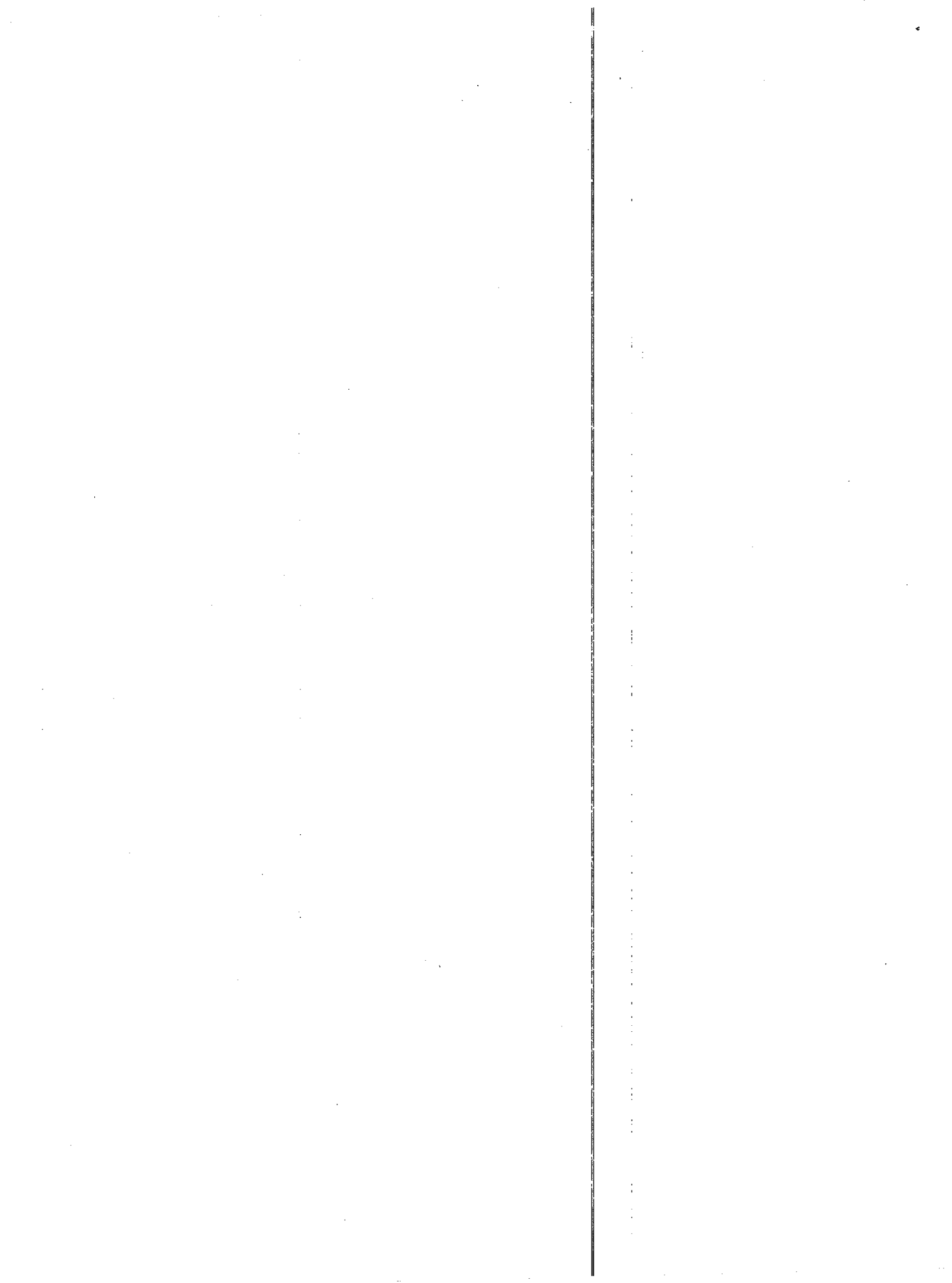
(City) (State)

William Dye
Signature

William C. Dye
Name (Please Print)

Area Service Mgr.
Title

39-0380010
Contractor Tax Identification Number



Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (See **Specific Instructions** on page 2.)
Johnson Controls, Inc.

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
3526 Breakwater Court

City, state, and ZIP code
Hayward, CA 94545

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								

or

Employer identification number								
3	9	0	3	8	0	0	1	0

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature of U.S. person** *Betty Burg* **Date** *4/26/02*

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

