

JOHNSON CONTROLS/CARDKEY SOLUTIONS

EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

Contract Number:

1. EQUIPMENT

It is agreed between the County of San Mateo Information Services Department here to known as "County" and Johnson Controls/Cardkey Security Solutions here to known as "Contractor" that in consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in attachments hereto for the County of San Mateo Information Services Department. Contractor agrees to maintain the equipment described in maintenance agreement in accordance with the terms and conditions of this agreement. Contractor will notify the County within 90 days of any and all product "service life" terminations in order that the County may make arrangements to include this in future budget considerations.

2. INSPECTION AND REPAIR

If the equipment identified in maintenance 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 the County's expense, prior to commencement of maintenance service for that item.

3. TERM

This agreement may be terminated by either party upon thirty (30) days written notice. The initial term of this agreement shall be for a period of twelve (12) months from 07/01/04 to 06/30/05. Thereafter this agreement may be renegotiated & renewed for an additional twelve- (12) month term.

4. CHARGES

The maintenance charge during the initial twelve- (12) month term of this agreement shall be as set forth in the maintenance agreement, and not to exceed \$104,306.00 including any applicable zone charges. If the County, with Contractor's approval, makes any additions, modifications or deletions to the equipment listed in maintenance agreement, Contractor may adjust the maintenance charges to reflect these changes. Any additional maintenance charges under Paragraph 6(d) below shall be at Contractor's standard rates in effect at the time that they are furnished.

5. INVOICES AND PAYMENT

The County shall make any payments due under this agreement within thirty (30) days of the invoice date. Contract maintenance charges shall be invoiced quarterly in advance in 2 equal payments of \$52,153.00; all other charges shall be invoiced after the month in which the charges accrue. Interest shall accrue on any sum not paid when due at the maximum rate permissible by law.

6. MAINTENANCE

- (a) As part of the service, the Contractor shall provide:
Remedial maintenance services, including any necessary parts, on the Contractor's equipment when notified that the equipment is malfunctioning or inoperative.
- (b) County locations that have Basic 8-5 Coverage maintenance shall be provided said service between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding the Contractor's recognized holidays or as otherwise specified in maintenance agreement. Response time for this service is no later than 2 hours by phone and next business day onsite.
- (c) County locations that have Premium 7/24 Coverage will insure the County of reaching a Johnson Controls Technician 24 hours a day and have a technician onsite within 6 hours
- (d) Maintenance service shall not include the following:

- (1) Electrical work external to the equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning.
 - (2) 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.
 - (3) Any system, operational malfunction or failure not attributable to the furnished equipment.
 - (4) Services requested and provided outside of the period specified in subparagraph (b) above.
 - (5) Relocation or reinstallation of equipment.
- (e) At the County's request, Contractor may at the discretion of Cardkey and the County's Project Manager, provide services not included in the regular maintenance service at the published billable rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. 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 the County as incurred. Published billable rates will be sent to the County's Project Manager whenever a change is made to the rates for labor and parts.
- (f) Title to all equipment and parts provided for repair or maintenance under this agreement shall pass to the County upon completion of the repairs for which they were used.
- (g) The County shall perform such 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.
- (h) Software upgrades are 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.

7. SPACE AND FACILITIES

At their own expense, the County shall provide Contractor with:

- (a) ready access to the equipment at all reasonable times;
- (b) adequate work and storage space and utilities;
- (c) all electrical current, electrical current outlets, circuits and wiring required by the equipment; and
- (d) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operating specifications of the equipment.

8. UNAUTHORIZED RELOCATION'S, MODIFICATIONS OR REPAIRS

The County shall not perform any repairs other than those listed in Paragraph 6(f) without Contractor's prior approval and shall not relocate, reinstall or modify any of the equipment without Contractor's prior written approval.

9. LIMITATION OF LIABILITY

The County's exclusive remedy for breach of this agreement, shall be limited to restoring the equipment covered by this agreement to good operating condition. Contractor shall have no liability for any delay in performing its obligations hereunder. **IN NO EVENT SHALL CARDKEY BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**

10. DEFAULT

Any of the following events constitutes a default of this agreement:

- (a) failure to make any payment when due hereunder;
- (b) failure of the County to cure the breach of any other obligation within thirty (30) days after written demands; or
- (c) insolvency of the County or if the County should become a party to any bankruptcy or receivership proceeding or make a general assignment for the benefit of creditors. On the County's default, Contractor at its sole option may exercise concurrently or separately any of the following remedies: (i) declare due and payable all charges due, (ii) suspend performance, (iii) terminate this agreement, and (iv) pursue any other remedy by law or in equity.

11. TERMINATION

This agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the equipment permanently unfit for use.

12. INDEMNIFICATION

Contractor agrees to indemnify and defend the customer, its employees and agents from and against any and all liability, suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to Contractor performance of or failure to perform the work or the obligations of the agreement provided that said performance or failure to perform the work or the obligations of this agreement is due to legally actionable misconduct by Contractor. For purposes of this agreement, legally actionable misconduct shall be construed to mean negligence, intentional or willful misconduct, and strict liability under law and under terms of this agreement. Contractor shall not be required to indemnify customer against the acts of customer or his agents, so-called acts of God, or acts of third parties with whom Contractor has no contractual relationship and/or control.

13. CONFIDENTIAL INFORMATION

All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor in order to carry out this agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the customer requires of its own personnel. The County's procedural requirements for protections of such data and information from unauthorized use and disclosure will be provided in writing to the Contractor by the County. Contractor shall not, however, be required by the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession is independently developed by Contractor's outside the scope of the agreement, or is rightfully obtained from third parties.

14. ASSIGNMENT

The County shall not sell or assign this agreement or any of the equipment provided herein without Contractor's prior written consent. Any attempt to assign any right or obligation under the agreement without such permission shall be void. Contractor, likewise shall not sell or assign this agreement without customer's prior written consent.

Should Contractor be bought out or absorbed by a third party, the company acquiring or absorbing Johnson Controls/Cardkey Security Systems will be contractually obligated to maintain all provisions of this agreement. Any changes shall be negotiated between the new company and the County.

15. ENTIRE AGREEMENT

This contract and all attachment herein constitutes the entire agreement between the parties with respect to the installation and maintenance of the equipment. All prior agreements and representations are superseded hereby. Neither purchase orders, acknowledgments thereof, nor invoices issued pursuant hereto shall add to, change or in any way affect the terms and conditions of this agreement. The unenforceability of any provision of this agreement shall not affect the remaining provisions herein.

16. APPLICABLE LAW

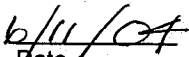
This agreement shall be governed by and construed in accordance with California Law. Any disputes under this agreement shall be litigated in California, and the County hereby consents to the jurisdiction of California law.

17. MODIFICATION

This agreement may not be modified, amended or revised except by a written instrument duly executed by both parties hereto.

Signature


Johnson Controls


Date

Signature

President, Board of Supervisors
County of San Mateo

Date

JOHNSON CONTROLS/CARDKEY SOLUTIONS

EXHIBIT "A"

This document details the cost breakdown on a per site basis, based on the amount of equipment covered and the type of coverage for that site. Table 1 list each site, the associated cost for that site based on either 8-5 coverage or 7/24 coverage.

<u>Site Location</u>	<u>Basic 8-5 Coverage</u>	<u>Premium 7/24 Coverage</u>
21 Tower Rd. San Mateo, CA 94402	\$2,630.00	
555 County Center Redwood City, CA 94063	\$7,810.00	
455 County Center Redwood City, CA 94063		\$33,377.00
Canyon Oaks Youth Center 400 Edmonds Road Redwood City, CA 94062		\$6,244.00
400 County Center Redwood City, CA 94063		\$20,571.00
Parking Garage (no address) (north of 555 County Center) Redwood City, CA 94063		\$11,637.00
Forensics Lab 50 Tower Road San Mateo, CA 94402	\$5,555.00	
(HSA)271 92nd St. Daly City, CA 94015	\$2,360.00	
(HSA)400 Harbor Blvd. Belmont, CA 94002	\$2,757.00	
(HSA)1487 Huntington So. San Francisco, CA 94080	\$1,586.00	
(HSA)550 Quarry Rd. Belmont, CA 94002	\$3,092.00	
(HSA) 350 90th St. Daly City, CA 94015	\$1,413.00	
(HSA)2500 Middlefield Rd. Redwood City, CA 94063	\$1,974.00	
1050 Mission North Court	(\$13,275.00)	

(1 Year Warranty)		
Juvenile Hall	\$1,349	
(HSA)2415 E. University East Palo Alto, CA 94303	\$3,267.00	
<u>Sub-Total</u>	\$20,548.00	\$74,829.00
<u>Total Contract</u>		\$104, 306.00 (with \$4,346 discount)

Signature

Signature

Kevin Dal Mola
Johnson Controls

PRESIDENT, BOARD OF SUPERVISORS
County of San Mateo

6/11/04
Date

Date

Johnson Controls, Inc.
Cardkey Security Solutions
3526 Breakwater Court.
Hayward, CA. 94545
Tel 510-786-5844
Fax 510-785-3170

Johnson Controls/Cardkey Solutions

Exhibit "B"

Follows is a summary outline of sites and equipment to be covered under maintenance contract for contract year beginning 7/1/04 through 6/30/05. The total price for the services offered by Johnson Controls, Inc. for the term of this agreement is **\$104,306.00** annually, to be paid in 2 equal payments of **\$52,153.00**. These payments will be due and payable upon receipt of Johnson Controls, Inc. invoice.

1. The following sites will be covered under the terms of this agreement:

SMC		HSA	
21 Tower Rd.	(A)	92 nd Street	(F)
555 County Center	(B)	400 Harbor Blvd.	(G)
455 County Center	(C)	2500 Middlefield Rd	(H)
400 County Center	(C)	1487 Huntington	(I)
Parking Garage	(C)	350 90 th Street	(J)
Youth Crisis	(D)	550 Quarry Rd.	(K)
Juvenile Hall	(E)	Forensics Lab	(L)
2415 E. University	(M)		

See attachments A – M for equipment lists.

2. Any equipment added to any site in the above list will be included in the contract and the contract will be adjusted at the next renewal period.
3. Any equipment added to a new site will not be covered without a contract amendment.
4. The following sites will be covered under a 7/24 maintenance agreement;

All parts and labor included for covered items (see attachment "C" and "D"). Assurance of reaching a Johnson Controls Technician 24 hours a day and have him onsite in an emergency at no additional charge.

455 County Center,
400 County Center
Youth Crisis.
Parking Garage

5. The following sites will be covered under an 8-5 agreement. All parts and labor included for covered items (see attachment "A" and "B" through "L" and "M") 8 am to 5 pm, Monday – Friday. Assurance of reaching a Johnson Controls Technician 24 hours a day and have him onsite in an emergency.

21 Tower Rd.
555 County Center
92nd St.
400 Harbor Blvd.
1487 Huntington
550 Quarry Rd.
350 90th St.
2500 Middlefield Rd.

Johnson Controls, Inc.
Cardkey Security Solutions
3526 Breakwater Court.
Hayward, CA. 94545
Tel 510-786-5844
Fax 510-785-3170

Johnson Controls/Cardkey Solutions

Exhibit "B"

6. Equipment covered in this agreement includes all equipment listed in the Attachments A - K, Camera's at HOJ and PC's, Cardkey software is loaded on.
7. A spare refurbished Badgemaster printer to be available exclusively for San Mateo County use.

Signature

Kamal Dalmurbe

Johnson Controls

Signature

Board of Supervisors
County of San Mateo

6/11/04

Date

Date

EXHIBIT "C"

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.

Signature

Signature

Johnson Controls

President, Board of Supervisors

6/11/04

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:

Johnson Controls, Inc.

Contact Person:

Norma Schiller

Address:

3526 Breakwater Ct
Hayward, CA 94545

Phone Number:

510-786-5704 Fax Number: 510-785-3170

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? 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)

- 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 14th day of March, 2002 at Hayward, CA
(City) (State)

Norma Schiller
Signature

Norma Schiller
Name (Please Print)

Security Sales Mgr.
Title

39-0380010
Contractor Tax Identification Number

MARSH USA INC.

CERTIFICATE OF INSURANCE

DATE

09/26/2003

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin 53202-4419 Attn: CPU, Phone (414) 290-4985 Fax: (414) 290-4953 CPU_Milwaukee@marsh.com	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 Rating (As of 9/26/03) *See Below
Company A	Pacific Employers Insurance Company 1601 Chestnut Street, PO Box 41484, Philadelphia, PA 19101	A XII

INSURED Johnson Controls, Inc. Johnson Controls Battery Group, Inc. Johnson Controls Interiors, L.L.C. Johnson Controls of Puerto Rico, Inc. GES America, L.L.C. Optima Batteries, Inc.	Attn: Corp. Risk Mgmt. X-92 P.O. Box 591 Milwaukee, WI 53201	Company B	Sentry Insurance A Mutual Co. 1800 North Point Drive, Stevens Point, WI 54481	A+ XIV
		Company C	ACE American Insurance Company PO Box 41484, Philadelphia, PA 19101	A XII
		Company D		

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)	HDOG2173195A	10-1-2003	10-1-2004	GENERAL AGGREGATE	\$ 5,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 5,000,000	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> Contractual				FIRE DAMAGE (Any one fire)	\$ 5,000,000	
	<input checked="" type="checkbox"/> CG2010 (10/93) Additional Insured-Owners, Lessees or Contractors (Form B)				MED EXP (Any one person)	\$ 50,000	
B	AUTOMOBILE LIABILITY (1) (2) (3)	90-04606-01	10-1-2003	10-1-2004	COMBINED SINGLE LIMIT	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE		
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
B	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE (1)	90-04606-07	10-1-2003	10-1-2004	DEDUCTIBLES: Comprehensive: ACV less \$1,000 deductible/Collision: ACV less \$1,000 deductible.		
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
C	EXCESS LIABILITY	XOO G20581803	10-1-2003	10-1-2004	AGGREGATE	\$5,000,000	
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$5,000,000	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (3)	WLRC43535572	10-1-2003	10-1-2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				<input checked="" type="checkbox"/> INCL	EL EACH ACCIDENT	\$ 1,000,000
					<input type="checkbox"/> EXCL	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 COUNTY OF SAN MATEO County of San Mateo
- (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.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS JC Contract No. 38447281
 Project Name: San Mateo County Ser
 Customer PO Number: SIGNED AGREEMENT 8.44124E+11 County of San Mateo

CERTIFICATE HOLDER COUNTY OF SAN MATEO MARYANNE CARBONI 455 COUNTY CENTER 3RD FLOOR REDWOOD CITY, CA 94063	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: <i>[Signature]</i>
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A.M. Best ratings of insurers are provided for information purposes only and are based upon information with respect to such ratings available to Marsh USA Inc. on the date set forth herein with respect to such ratings. Marsh USA Inc. will not, and will have no responsibility or obligation to, inform the certificate holder or any person relying upon this certificate of any changes in such A.M. Best ratings occurring after such date. Marsh USA Inc. will have no liability with respect to the solvency or future ability to pay claims of any of the insurance companies which have issued the insurance policies referenced herein.

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**

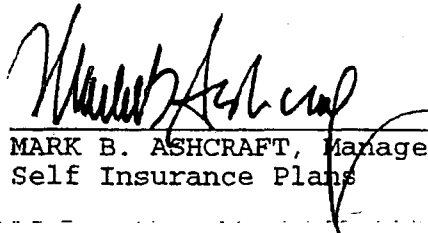
TO WHOM IT MAY CONCERN:

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 1, 1987. The Certificate is now and
has been in full force and effective since that date.

Dated at Sacramento, California
This 17th day of December, 2001



MARK B. ASHCRAFT, Manager
Self Insurance Plans

Orig: Phyllis N. Doane
Paralegal Assistant
Ned L. Gaylord & Associates
3530 Atlantic Ave., Suite 210
Long Beach, CA 90807

cc: Kathleen E. Theisen
Vice President
Marsh USA, Inc.
411 E. Wisconsin Ave., #900
Milwaukee, WI 53202

COUNTY OF SAN MATEO
MEMORANDUM

DATE: April 2, 2002
TO: Priscilla Harris, Risk Manager
FROM: Maryanne Carboni, Administrative Assistant x4550 ISD-120 FAX 363-7800
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Johnson Controls/Cardkey Security Systems
DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES? Yes
NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: 35,000
DUTIES TO BE PERFORMED BY THE CONTRACTOR FOR THE COUNTY: Install and repair Cardkey equipment throughout the County on all security doors and gates.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$5m/\$10m	✓		
Motor Vehicle Liability	\$2m/\$10m	✓		
Professional Liability			✓	
Worker's Compensation	Statutory	✓		

REMARKS/COMMENTS:

Priscilla Morse

Signature

M:carboni/1701.doc

SUBMIT TO RISK MANAGEMENT
OR

IPONYEPS-163

FAX 262-4864