

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

THIS 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, it is necessary and desirable that Contractor be retained for the purpose of the preventative maintenance and support services of the County's Cardkey P2000 Security Management System, video surveillance, and supporting security systems.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. 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 SIX HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$655,442).

4. 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, 2012.

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

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, or 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 whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **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/her 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 claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself 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:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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 canceled, the County of San Mateo at its option, may, 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.

10. Compliance with laws; payment of Permits/Licenses

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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all 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.

14. Merger Clause

This Agreement, including the Exhibits 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 this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

Chris Flatmoe, CIO/Director of Information Services
455 County Center, 3rd Floor
Redwood City, CA 94063
Fax: 650-363-7800

In the case of Contractor, to:

Steve Sandoval, Senior Account Executive
Johnson Controls, Inc.
3526 Breakwater Court
Hayward, CA 94545
Fax: 510-785-3170

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
Mark Church, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JOHNSON CONTROLS, INC.



Contractor's Signature

Date: 5/29/08

EXHIBIT A - SERVICES

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

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. SCOPE OF WORK:

Contractor shall provide service and maintenance of the cardkey P2000 Security Management System, video surveillance, and supporting security systems for the County.

Contractor shall provide maintenance for the following components:

- Security Management System software
- Network Control Panels and modules
- Video Badging System
- Access Control Doors
- Power Supplies, Batteries
- Video Recorders
- Video Cameras, Domes
- Video Monitors
- Video Matrix Switcher and input and output boards
- Video Power Supplies
- Security Escort Wireless System software
- Wireless Transmitters
- Wireless Receivers

Security System Assurance Services:

Contractor will provide Security System Assurance Services including "Basic Coverage" and "Premium Coverage".

Basic Coverage provides a complete program to meet due diligence objectives consistent with industry recommended practices. New NFPA 731 (National Fire Protection Association) guidelines, while not widely adopted in most jurisdictions at this time, provide a context requiring validation of security system components. Contractor monitors the overall performance of the County's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When Contractor identifies alterations, upgrades, retrofits, etc., which would benefit the County, Contractor will suggest appropriate action.

"Basic Coverage" includes:

- Preventative Maintenance (Comprehensive) – Contractor will provide preventative maintenance service on the equipment indicated on the schedule of equipment. Preventative maintenance includes diagnostics

and minor corrective action (clean, adjust, tighten, lubricate, etc.), in addition to Test and Inspection recommended per NFPA 731)

- Preventative Maintenance Materials – Contractor will provide materials necessary to complete Contractor's preventative maintenance services
- Value Added Services – Contractor will provide Software Upgrade Services and training (8 Hours per year)

Basic Coverage – Scheduled Services (8:00 A.M. – 5:00 P.M.):

The following locations will be covered under Basic Coverage:

| Location | Scope of Coverage |
|---|--|
| 555 County Center, Redwood City, CA 94063 | Cardkey & Devices Preventative Maintenance |
| Forensics Lab, 50 Tower Road, San Mateo, CA 94402 | Cardkey Security Preventative Maintenance |
| H.S.A. 271 92 nd Street, Daly City, CA 94015 | Cardkey & Devices Preventative Maintenance |
| H.S.A. 400 Harbor Street, Belmont, CA 94002 | Cardkey & Locks Preventative Maintenance |
| H.S.A. 1487 Huntington, South San Francisco, CA 94080 | Cardkey Security Preventative Maintenance |
| H.S.A. 550 Quarry Road, Belmont, CA 94002 | Cardkey Locks Preventative Maintenance |
| H.S.A. 350 90 th Street, Daly City, CA 94015 | Cardkey Security Preventative Maintenance |
| H.S.A. 2500 Middlefield Road, Redwood City, CA 94063 | Cardkey Security Preventative Maintenance |
| H.S.A. 2415 E. University, East Palo Alto, CA 94303 | Cardkey & CCTV Preventative Maintenance |
| Central Courts 800 N. Humboldt, San Mateo, CA | Cardkey & CCTV Preventative Maintenance |
| North Courts 1050 Mission Street, South San Francisco | Cardkey & CCTV Preventative Maintenance |
| Health Services Building | Cardkey & CCTV Preventative Maintenance |
| Alameda de las Pulgas | Cardkey & CCTV Preventative Maintenance |

“Premium Coverage” includes:

- Repair labor – During Contractor's normal working hours, Contractor will provide the on call repair labor as required to restore covered equipment to operating condition, following an equipment failure. Covered Equipment is identified under “Equipment Inventory Listing”
- Repair materials – Contractor will replace or repair failed or defective parts as required to restore covered equipment to operating condition, following an equipment failure.
- Extended Service – Onsite repair services for Covered Equipment will be extended beyond Contractor's normal working hours: 24-7 onsite response 24 hours a day, 7 days a week (including holidays); certain sites only

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 |
|--|--|
| 455 County Center, Redwood City, CA 94063 | Cardkey & Devices Preventative Maintenance |
| Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City, CA 94062 | Cardkey & CCTV Preventative Maintenance |
| 400 County Center, Redwood City, CA 94063 | Cardkey & CCTV Preventative Maintenance |
| Parking Garage (north of 555 County Center) Redwood City, CA 94063 | Cardkey Security Preventative Maintenance |
| Youth Services Center, San Mateo | Cardkey & Devices Preventative Maintenance |
| San Mateo Medical Center | Cardkey & Devices Preventative Maintenance |
| Burlingame Hospital | Cardkey Security Preventative Maintenance |

Equipment Inventory Listing

| Facilities Schedule of Equipment | Basic Coverage | | | | | Premium Coverage | | |
|--|----------------|--------------------------|--------------------------|----------|------------------|------------------|------------------|-----------------------|
| | Quantity | Preventative Maintenance | Software Upgrade Service | Training | Support Services | Repair Labor | Repair Materials | Extended Service 24/7 |
| Equipment Description | | | | | | | | |
| P2000 Workstation Software | 8 | X | X | X | X | X | X | 1 |
| Video Imaging Workstation Software | 2 | X | X | X | | X | X | 1 |
| Dbi-Sided PVC Card Ptr w/ Encoder (Depot Repair Agreement) | 2 | X | | | | X | X | 1 |
| Camera, Deluxe | 2 | X | | | | X | X | 1 |
| CK7XX Network Panel | 79 | X | | | | X | X | 1 |
| Expansion Enclosure | 56 | X | | | | X | X | 1 |
| Reader Interface Module | 519 | X | | | | X | X | 1 |
| Input/Output Device | 44 | X | | | | X | X | 1 |
| Interface, CK7XX to STI | 12 | X | | | | X | X | 1 |
| Aux Pwr 5 Amp (Standby) | 185 | X | | | | X | X | 1 |
| Aux Pwr 10 Amp (Standby) | 61 | X | | | | X | X | 1 |
| Proximity Large Reader | 6 | X | | | | X | X | 1 |
| Proximity Reader | 728 | X | | | | X | X | 1 |
| EGRESS PIR | 666 | X | | | | X | X | 1 |
| Alarm Contact | 721 | X | | | | X | X | 1 |
| Smart Term Interface | 36 | X | | | | X | X | 1 |
| Locknetics Proximity 4000 Lock | 14 | X | | | | X | X | |
| DSI Optical Turnstile | 2 | X | | | | X | X | 1 |
| Master Intercom Station | 1 | X | | | | X | X | 1 |
| Vandal Intercom Door Station | 1 | X | | | | X | X | 1 |
| Intercom Door Relay | 1 | X | | | | X | X | 1 |
| Sounder Horn | 2 | X | | | | X | X | 1 |
| Reporting T&I Intrusion | 2 | X | | | | X | X | 1 |
| Controller Panel (1 Person) | 2 | X | | | | X | X | 1 |
| Output Module Points (1 Person) | 2 | X | | | | X | X | 1 |
| Encoder Module (1 Person) | 2 | X | | | | X | X | 1 |
| Radio Transmitter (1 Person) | 36 | X | | | | X | X | 1 |
| (Average) | 10 | X | | | | X | X | 1 |
| Video System Workstation | 2 | X | | | | X | X | 1 |
| Remote DVR Software | 2 | X | X | | | X | X | 1 |
| Digital Video Recorder (up to 500GB) | 2 | X | | | | X | X | 1 |
| Digital Video Recorder (Over 500GB) | 8 | X | | | | X | X | 1 |
| Monitor 17"+ | 13 | X | | | | X | X | 1 |
| Monitor 13" - 17" | 5 | X | | | | X | X | 1 |
| Matrix with 8 inputs | 1 | X | | | | X | X | 1 |
| Pan Tilt Zoom Control | 10 | X | | | | X | X | 1 |
| Multi-Camera Power Supply | 6 | X | | | | X | X | 1 |
| Standard Camera, Lens | 20 | X | | | | X | X | 1 |
| Hi Res Camera, Lens | 56 | X | | | | X | X | 1 |

| | | | | | | | | |
|---|----|---|--|--|--|---|---|---|
| Pan Tilt Device | 3 | X | | | | X | X | 1 |
| Interior Camera Housing | 27 | X | | | | X | X | 1 |
| Exterior Camera Housing | 15 | X | | | | X | X | 1 |
| Integrated Dome Camera | 13 | X | | | | X | X | 1 |
| Silent Witness Minidome Color Camera System (Average) | 1 | X | | | | X | X | 1 |

(1) This is for 24-7 Coverage of only 400 and 455 County Center, Canyon Oaks Youth Center, Youth Services Center, San Mateo County Health Campus and Burlingame Hospital.

Equipment Inventory List for the Health Campus

| Model Number | Quantity | Description |
|------------------|----------|--|
| HST-Soft | 1 | P2000 Host Software |
| P2000-Soft | 1 | P2000 Workstation Software |
| VI-Software | 1 | Video Imaging Workstation Software |
| VI-Prntr-PR4XX | 1 | DbI-Sided PVC Card Ptr w/ Encoder (Depot Repair-Supplier Agree.) |
| VI-Cam-Dlx | 1 | Camera, Deluxe |
| CK7XX-Cntrl | 38 | CK7XX Network Panel |
| S300-Expansion | 29 | Expansion Enclosure |
| S300-RDR2 | 287 | Reader Interface Module |
| S300-IO-Device | 35 | Input/Output Device |
| MTI-STI-MUX | 6 | Interface, CK7XX to STI |
| Pwr-UPS-5A | 48 | Aux Pwr 5 Amp (Standby) |
| RDR-Prox | 374 | Proximity Reader |
| EG-PIR | 324 | EGRESS PIR |
| Alm-Contact | 379 | Alarm Contact |
| TRm-STI-L9 | 36 | Smart Term Interface |
| TI-REP-IDS | 2 | Reporting T&I Intrusion |
| IDS-Panel | 2 | Controller Panel (1 Person) |
| IDS-OMP | 2 | Output Module Points (1 Person) |
| IDS-EM | 2 | Encoder Module (1 Person) |
| IDS-RT | 36 | Radio Transmitter (1 Person) |
| Standby Battery | 10 | (Average) |
| DVR-Soft | 1 | Remote DVR Software |
| DVN-Med | 1 | Digital Video Recorder (up to 500GB) |
| DVN-Large | 7 | Digital Video Recorder (over 500GB) |
| CCTV-Monitor-LG | 11 | Monitor 17"+ |
| CCTV-Monitor-MD | 2 | Monitor 13" to 17" |
| CCTV-Matrix | 1 | Matrix with 8 Inputs |
| CCTV-Ptz-Control | 10 | Pan Tilt Zoom Control |
| CCTV-Complex | 1 | CCTV Complexity |
| CCTV-Power-Supp | 2 | Multi-Camera Power Supply |
| CCTV-Cam-Std | 3 | Standard Camera, Lens |
| CCTV-Cam-Hi-Res | 49 | Hi Res Camera, Lens |
| CCTV-Pan-Tilt | 3 | Pan Tilt Device |
| CCTV-House-Int | 20 | Interior Camera Housing |
| CCTV-House-Ext | 12 | Exterior Camera Housing |
| CCTV-Dome-Intrg | 10 | Integrated Dome Camera |
| V25-C7036 | 1 | Silent witness Minidome Color Camera System (Average) |

Equipment Inventory List Non-Health Facilities

| | | |
|----------------|-----|---|
| P2000 HST-Soft | 1 | P2000 Host Software |
| P2000-Soft | 7 | P2000 Workstation Software |
| VI-Software | 1 | Video Imaging Workstation Software |
| VI-Prntr-PR4XX | 1 | DbI-sided PVC Card Ptr w/ Encoder (Depot Repair-Supplier Agree) |
| VI-Cam-Dlx | 1 | Camera, Deluxe |
| CK7XX-Cntrl | 41 | CK7XX Network Panel |
| S300-Expansion | 27 | Expansion Enclosure |
| S300-RDR2 | 232 | Reader Interface Module |
| S300-IO-Device | 9 | Input/Output Device |

| | | |
|-----------------|-----|--------------------------------------|
| MTI-STI-Mux | 6 | Interface, CK7XX to STI |
| Pwr-UPS-5A | 137 | Aux Pwr 5 Amp (Standby) |
| Pwr-UPS-10A | 61 | Aux Pwr 10 Amp (Standby) |
| RDR-Prox | 354 | Proximity Reader |
| EG-PIR | 342 | EGRESS PIR |
| Alm-Contact | 342 | Alarm Contact |
| TRM-STI-L9 | 16 | Smart Term Interface |
| CM5557 | 14 | Locknetics Proximity 4000 Lock |
| DSI-Opt | 2 | DSI Optical Turnstile |
| LEF5C | 1 | Master Intercom Station |
| LSNVP | 1 | Vandal Intercom Door Station |
| RYPA | 1 | Intercom Door Relay |
| Dev-Sndr-Horn | 2 | Sounder Horn |
| PIR | 12 | Motion Sensor |
| EG-DRS | 36 | Duress Push Button |
| RDR-Lrg-Prox | 6 | Large Proximity Reader |
| CCTV-Host | 1 | Video System Workstation |
| DVR-Soft | 1 | Remote DVR Software |
| DVN-Med | 1 | Digital Video Recorder (up to 500GB) |
| DVN-Large | 1 | Digital Video Recorder (over 500GB) |
| CCTV-Monitor-LG | 2 | Monitor 17"+ |
| CCTV-Monitor-MD | 3 | Monitor 13" to 17" |
| CCTV-VHS | 1 | Time Lapse Video Recorder |
| CCTV-Power-Supp | 4 | Multi-camera Power Supply |
| CCTV-Cam-Std | 17 | Standard Camera, Lens |
| CCTV-Cam-Hi-Res | 7 | Hi Res Camera, Lens |
| CCTV-House-Int | 7 | Interior Camera Housing |
| CCTV-House-Ext | 3 | Exterior Camera Housing |
| CCTV-Dome-Intrg | 3 | Integrated Dome Camera |

Scheduled Maintenance Services:

Contractor will provide scheduled maintenance service annually with visits scheduled on a monthly and quarterly basis to perform preventative maintenance at all buildings. Scheduling will consider specific facility requirements, seasonal considerations, and compliance with codes.

Inspection and Testing:

Contractor shall inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. Contractor will advise County if Contractor finds any Covered Equipment not in working order or in need of repair. With the County's approval, Contractor will perform the work necessary to put the Covered Equipment in proper working condition subject to the terms and conditions of this Agreement. This work will be done at Contractor's standard fee for parts and labor in effect at that time. If the County does not want Contractor to do the work identified by Contractor to do the work identified by Contractor, or if the County does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will then be adjusted.

Contractor shall provide a functional test and inspection of the Cardkey P2000 Security Management System "SMS" and Closed Circuit Television "CCTV" System equipment during the scheduled service dates. The testing will be completed via diagnostic tools inherent to the system(s) as well as the functional application. The inspection will determine if the system is 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.

County hereby authorizes Contractor to make required inspections, tests and repairs to the System. Contractor will provide notice to the County of such necessary inspections, tests and repairs and shall thereafter endeavor to perform such tasks as soon as is reasonably possible. County understands and agrees that Contractor's obligation to repair the System relates solely to the System specified under this Agreement and that Contractor is not obligated to test, inspect, repair or otherwise ensure the operation of devices or systems of others to which Contractor Systems may be attached. In the event Contractor is asked and thereafter consents in writing to accept responsibility to provide service on an existing County system, Contractor will first conduct a preliminary inspection of such system. County agrees to pay for any necessary changes recommended by Contractor to be made to the system prior to Contractor's commencement of the additional services for such system.

Documentation:

Contractor shall document each online and onsite service call and furnish a copy showing time, date, and a brief description of activities performed. Work Orders for onsite system preventive 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 onsite service log.

Engineering Link Support:

Contractor will provide remote monitoring of the P2000. Remote Support allows Contractor's Support Engineering staff the ability to troubleshoot many problem issues and maintenance issues that may arise remotely. The Contractor's Technical Support staff includes many high-level technical support personnel.

Repair Services:

Contractor shall provide monitoring, repair, inspection and/or response services for the Access Control, CCTV and Security Escort systems.

Emergency Service:

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

Any labor performed on equipment or services outside of this 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 fro additional labor requests.

| Service Time | When Applicable | Hourly Rate |
|----------------|---|-------------|
| Business Hours | Monday-Friday 8:00 A.M. to 5:00 P.M. | \$148.00 |
| After Hours | Monday-Friday 5:00 P.M. to 8:00 A.M./Saturday | \$222.00 |
| Sunday/Holiday | Sunday and all official holidays | \$296.00 |

Service Level Agreement:

The JCI P2000 Card Key System ("System") will be maintained to be available to County twenty-four hours a day, seven days a week less excusable Downtime consisting of the following:

1. Scheduled network, hardware or service maintenance;
2. The acts or omissions of County or County's employees, agents, contractors, or vendors, or anyone gaining access to the Site or computing equipment via the network by means of County's passwords or equipment;
3. A failure of the Internet, County private network links or the public switched telephone network; and the occurrence of any event that is beyond Contractor's reasonable control.
4. Any acts of vandalism or acts of god, (such as flood, earthquake, etc.) will not apply to these performance measures.
5. Contractor shall be reimbursed for labor time if it is determined that the service request was not the fault of the Contractor's Security Equipment and systems covered under the maintenance agreement. (Includes, but not exclusive of: doors and locking hardware, fiber optics, network devices and WAN, etc.)

Provided that the County satisfies the hardware and communication requirements set forth by Contractor, and that the System application provided by County operates correctly and that the result of downtime is not a direct result of the P2000 application itself, system uptime (less Excusable Downtime) will be maintained at 98% and reported monthly.

The system availability will be reported and if the reported level fails to meet the foregoing standard, as documented by the Contractor's Project Manager, Contractor's Project Manager will coordinate efforts between Contractor and County personnel and document a plan to rectify the system availability situation.

Down Time Credit:

The standard for Contractor reliability for 24 hours per day, 7 days per week service is 98% of available hours (less Excusable Downtime), to be measured on a quarterly basis. The following schedule identifies Contractor Services reliability levels at which a credit to the next quarterly invoice would occur:

- Up-time availability percentage Credit to County (as % of quarterly fee)
- 98.0% and Above - 0%
 - 95% to 98.0% - 2%
 - 90% to 94.9% - 5%
 - Less than 90% - 10%

Calculation of the monthly availability percentage is based upon the average of the previous quarter's data. The credit to County is a credit on the invoice issued

in the quarter following the month of calculation. The foregoing is County's exclusive remedy if the above system's availability standard is not met.

Response and Resolution Timeframes:

| | | |
|--|---|---|
| <p><i>Serious Impact:</i> A major function of the system is unusable and no work-around is available. The System:</p> <ul style="list-style-type: none"> - Can be usable but business critical functions are incomplete; require resetting of the system; - System suffers sufficient degraded performance (throughput/response) such that there is a severe impact on use. - Access to critical areas are impacted and a risk situation exists | <p><i>Initial Response</i> 1 (one) hour after notice by phone. 4 (four) hours to arrive on site to address the situation/issue.</p> | <p><i>Resolution Target</i> 8 (eight) business hours once problem is reproducible or defect is identified.</p> |
| <p><i>Moderate Impact:</i> There is a loss of a functionality that does not seriously affect Customer operations. Any problem that was originally reported as Serious, but has been temporarily solved with a reasonable work-around shall be reduced to Moderate. This category includes:</p> <ul style="list-style-type: none"> - Problems associated with the installation of the system; - Some business non-critical functions are incomplete. | <p>4 (four) hour after notice by phone, email or fax. 1 (one) business days to address or arrive on site to deal with the situation/issue reported.</p> | <p>2 (two) business days once problem is reproducible or defect is identified.</p> |
| <p><i>Minor impact:</i> All other problems with the system other than those falling within the categories above. This category includes:</p> <ul style="list-style-type: none"> - Documentation errors; - Instances when the system does not - operate strictly according to specifications; - General usage questions ("how to"). | <p>2 (two) business days after notice by phone, fax, or email.</p> | <p>20 (twenty) business days once problem is reproducible or defect is identified. A plan for resolution will be presented to the County for consideration and acceptance. If warranted issue can be escalated to Moderate impact at any time at the discretion of the County.</p> |

Expected Response Protocol:

This scenario is based on that there are defined "Period" of time between actions, and that there is use of some measure of severity or impact that the issue is causing, that will drive the timeframe (see above) of execution.

Period 1

Contractor is called and a problem is reported to them. If the originating reporter of the issue is ISD, then an ISD Service Desk Ticket will be opened and the incident detailed, as well as call reporting details will be recorded. Contractor's

ticket system identifier should also be recorded at this point. The ticket should be assigned to the Card Key Administrator for the affected site in question.

Period 2

Contractor will call back the reporting party and confirm receipt of the request for service and provide an estimate of when a technician will be on-site or be assigned to the issue as appropriate. If in the case of the ISD Service Desk, the appropriate Service Desk ticket will be updated; if feasible the ISD Service Desk ticket number should be conveyed to the Contractor's Representative for their knowledge.

Period 3

Contractor's technician reports on site or remotely; calls the ISD Service Desk to report they are working on a reported issue. If this is the first contact with the ISD Service Desk, the Contractor's representative will be expected to articulate the issue he/she is addressing, and the Contractor's ticket number, so that this information can be memorialized in an ISD ticket. As in *Period 1*, the ticket should be assigned to the Card Key Administrator for the affected site in question, and the Contractor's technician should be informed of its number.

Period 4

The Contractor's technician should contact the reporting party if they are not the ISD Service Desk, and engage them in working on the issue reported. The technician should address the situation and work the issue.

Period 5 & 6

The technician completes repair and resolves the issue, he/she updates the reporting party, then the ISD Service Desk (or the Card Key administrator, if appropriate) so they may update the ticket, as to the resolution of the issue. The ticket remains open, for review by the Card Key administrator, and if satisfied, they will close the ticket.

If the technician needs to perform further investigation, then they should regularly (the severity of the issue should drive this) update the reporting party and the ISD Service Desk (or the Card Key administrator, if appropriate). The Service Desk ticket will be updated by the appropriate ISD representative.

Period 7

The issue is resolved to the satisfaction of the reporting party, and ISD, the ISD Service Desk ticket is closed with closing comments approving the solution. The Contractor's technician will close the Contractor ticket.

County Responsibilities:

County shall be responsible for performing/providing the following:

- Special tools/equipment to test devices in about 18 feet/high ceiling areas (such as a lift) shall be provided by the County of San Mateo

- Any fees and/or fines assessed from the County's local emergency response services for false alarms
- All computer hardware and associated network gear
- All virus protection
- All door hardware including electronic locks, door closures, strikes, panic bars, door operators, locksets and hinges
- For remote control software to connect, the P2000 must have standard internet access via port 80 or port 8080.

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 performed. Upon written notice from County, Contractor shall, at its option, repair or replace any defective work or services. These warranties do not extend to any work or services that has been misused, altered or repaired by County or third parties without the supervision of and prior written 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 under this Agreement, 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 the 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.

Exclusions:

Contractor's services under this Agreement do not include:

- Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper;
- Calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
- Service calls due to failure resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repair to equipment not performed or provided by Contractor;
- The furnishing of materials and supplies for painting or refinishing equipment;
- Electrical work to the County's facility necessary because of equipment;
- Service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;

- The repair or replacement of the following, if not normally replaced or maintained on a scheduled basis: wire in conduit or the like, buried cable/transmission lines;
- Service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by Contractor's normal maintenance;
- Work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by Contractor;
- Work caused by the negligence of others, including by not limited to, equipment operators and water treatment companies;
- Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond Contractor's control, and service calls required because Contractor had previously been denied access to the equipment; and
- Anything connected or associated with asbestos or hazardous materials. Contractor shall not be required to perform any identification, abatement, cleanup, control, or removal of asbestos or hazardous materials. The County represents that, to the best of its knowledge, there is no asbestos, or hazardous material in the County's buildings that will in any way affect the Contractor's work or services. Should Contractor become aware of or suspect the presence of asbestos or hazardous materials, Contractor shall have the right to stop work in the affected area immediately and notify the County. The County will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations.

System Tampering:

County agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with an installed System (including any software), nor to permit the same to be done, and County shall be responsible for the System during the term of this Agreement. It is further agreed that the System shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling fixtures or any changes whatsoever) necessitating any work by way of repair, relocation or otherwise, shall be paid for by the County in accordance with standard Contractor prices in addition to all other charges mentioned herein.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES

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

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

| | |
|---|------------------|
| MAINTENANCE SUPPORT (YEARS 1 AND 2)* | \$407,348 |
| MAINTENANCE SUPPORT (YEAR 3)** | \$210,594 |
| ENGINEERING LINK SUPPORT | \$7,500 |
| EMERGENCY SERVICES CONTINGENCY (3 YEARS) | \$30,000 |
| TOTAL | \$655,442 |

- Contractor will be paid in semi-annual payments.

***Cost Breakdown for Years 1 and 2**

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

*Cost Breakdown for Year 3

| Site Location | Basic 8-5 Coverage | Premium 24/7 Coverage |
|--|--------------------|-----------------------|
| 555 County Center, Redwood City | \$9,007 | |
| 455 County Center, Redwood City | | \$36,118 |
| Canyon Oaks Youth Center, 400 Edmonds Road, Redwood City | | \$6,757 |
| 400 County Center, Redwood City | | \$22,260 |
| Parking Garage (North of 555 County Center) | | \$12,593 |
| Forensics Lab, 50 Tower Road, San Mateo | \$6,011 | |
| Youth Services Center, San Mateo | | \$10,538 |
| H.S.A. 271 92 nd Street, Daly City | \$2,554 | |
| H.S.A. 400 Harbor Street, Belmont | \$2,984 | |
| H.S.A. 1487 Huntington, South San Francisco | \$1,717 | |
| H.S.A. 550 Quarry Road, Belmont | \$3,346 | |
| H.S.A. 350 90 th Street, Daly City | \$1,529 | |
| H.S.A. 2500 Middlefield Road, Redwood City | \$2,136 | |
| H.S.A. 2415 E. University, East Palo Alto | \$3,535 | |
| Central Courts, 800 N. Humboldt, San Mateo | \$7,064 | |
| North Courts, 1050 Mission South San Francisco | \$14,364 | |
| San Mateo Medical Center | | \$94,138 |
| Burlingame Hospital | | \$11,845 |
| Health Department | \$5,624 | |
| Alameda de las Pulgas | \$12,122 | |
| Subtotal | \$71,993 | \$194,249 |
| Adjustment | | (\$55,648) |
| TOTAL | | \$210,594 |

Each invoice will include the following:

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

In no event shall the total payment for services under this Agreement exceed SIX HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$655,442). 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.