

**RENEWAL AND AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
JOHNSON CONTROLS, INC.**

RENEWAL AND AMENDMENT NO. 1 to AGREEMENT No. A-15497 is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Johnson Controls, Inc., (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on September 2, 2021, COUNTY and CONTRACTOR entered into AGREEMENT NO. A-15497 in the amount of \$39,720 for the retroactive term of July 16, 2021 through July 15, 2024, for the provision of repair and maintenance services on Heating, Ventilation, and Air Conditioning (HVAC) systems for the Monterey County Health Department; and

WHEREAS, the AGREEMENT expired by its terms on July 15, 2024; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 16, 2024, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$81,253.52, extend the term an additional three (3) years for a new term of July 16, 2021 through July 15, 2027, and replace EXHIBIT A.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$39,720" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$120,973.52".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from July 16, 2021 to July 15, 2024, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from July 16, 2021 to July 15, 2027, unless sooner terminated pursuant to the terms of this AGREEMENT".
3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with** "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.
5. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed

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by COUNTY on September 2, 2021.

6. This Amendment No. 1 is effective upon execution.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

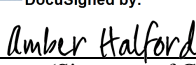
By:  _____
Department Head (if applicable)

Date: 8/16/2024 | 12:31 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

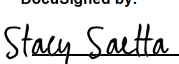
Johnson Controls, Inc.
Contractor's Business Name*

By:  _____
(Signature of Chair, President, or Vice-President) *

Amber Halford Branch Service Manager
Name and Title

Date: 7/10/2024 | 3:40 PM PDT

Approved as to Form¹

By:  _____ Stacy Saetta
County Counsel

Date: 7/23/2024 | 12:09 PM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Approved as to Fiscal Provisions²

By:  _____ Jennifer Forsyth
Auditor/Controller

Date: 7/25/2024 | 8:34 AM PDT

Name and Title

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

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EXHIBIT A-1

**To Agreement by and between
County of Monterey, for services at Monterey County Health
Department hereinafter referred to as “COUNTY” AND
Johnson Controls, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, at various Health Department Facilities, as set forth below:

1. Maintenance and repair of BMS (Building Maintenance System) including but not limited to software patching/upgrades, database backup, reporting, system up-keep/cleaning, customer-directed tasks, alarm management, on-call/emergency services at all Health Department Facilities as required and requested.
2. CONTRACTOR will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests will be run to confirm the equipment's performance. Routine maintenance, such as lubrication, cleaning, and tightening connections, shall be performed.

A.2 Covered Equipment:

1 – Metasys BAS Control System – Health Department Administration Building, 1270 Natividad Road, Salinas.

The equipment listed in the Equipment List will be covered as part of this Agreement. Any additions or changes to the Equipment List must be agreed upon in writing by both Parties. See equipment list below:

- Metasys ADS (Application Data Server)
- NAE (JCI Network Automation Engine)
- All associated field devices
- Manufacturer: JC YORK, Model: METASYS, Serial #: METASYSSITE018717A

A.3 Software Upgrades:

1. CONTRACTOR shall perform software upgrades to optimize performance and will inform COUNTY of any upgrades to be performed as well as any interruptions to service expected.
2. A dedicated building management system (BMS) controls technician shall perform system optimizations and software upgrades/updates/patching.

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A.4 Preventative Maintenance:

1. CONTRACTOR shall work at 1270 Natividad Road, Salinas, or any other Health Department Facility as requested and approved by Operations Manager or their delegate, on a quarterly basis (one visit, an 8-hour day) to maintain functionality and provide service for the BMS (through to end of the contract agreement).
2. CONTRACTOR will have one (1) visit, an 8-hour day, per quarter, to perform Controls and Mechanical Heavy Preventative Maintenance.
3. During this visit, the unified BMS software shall be revised to the most current software, as upgrades become available.
4. Upon arrival at 1270 Natividad Rd., Salinas, or any other Health Department Facility as requested and approved by Operations Manager or their delegate, the dedicated Technician will check in with Health Facilities staff to cover any outstanding or urgent tasks.
5. Preventative Maintenance Block Hours for Controls and Mechanical Heavy items to be addressed include but are not limited to:
 - a. General Maintenance of ADS Workstation
 - b. Check overall operating and stability of Operator Workstation
 - c. Backup and archive database
 - d. Assess Communication performance
 - e. Monitor NAE load and available memory
 - f. Back up security database
 - g. Review operating sequences
 - h. Review any outstanding hardware issues
 - i. Check any problematic sensors for calibration
 - j. Check Event and Audit log for abnormalities
 - k. Clear alarm summaries
 - l. Check batteries
 - m. Maintain equipment enclosures
 - n. Setup/Monitor Trends as necessary
 - o. Inspect wire terminations on devices in Metasys panels
 - p. Evaluate opportunities for additional automation and energy savings
 - q. Discount on out-of-scope repairs and JCI parts
 - r. Priority Dispatch for service calls
 - s. Training of system while maintenance is being performed
6. At the conclusion of a Preventative Maintenance visit, the dedicated Technician will check out with the Health Facilities staff to ensure the BMS is left in a satisfactory state and CONTRACTOR will generate a post visit report.

A.5 Services Reports:

1. CONTRACTOR technician will provide a completed tasking list as evidence of services performed. This comprehensive report is to be provided to COUNTY within one (1) week of the onsite visit. The report will include but

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is limited to the following summaries and touchpoints:

- a. Next scheduled visit date.
- b. Summary of items covered and the party Contractor technician checked-in with.
- c. New items to be addressed and the date they were added.
- d. Follow-up items to be addressed from previous visits and the date they were added.
- e. Database report summaries.
- f. Report of references (unbounded).
- g. General system info.

A.6 Pre-Extended Architecture:

1. Sync databases between Operator Workstations.
2. Review GPL* processes, refining for system stability.
3. Review Critical, Offline and Alarm history.
4. Monitor NCM/NAE load.

A.7 On Call Service Location:

1. COUNTY has provided access to the COUNTY network through virtual private network VPN. As such, CONTRACTOR will access the COUNTY network remotely to diagnose, troubleshoot, and resolve issues that arise. If on-premises technical support is needed after CONTRACTOR reviews the system remotely, CONTRACTOR will schedule a site visit mutually convenient for both parties.

A.8 On Call Service Allowance:

1. CONTRACTOR has identified an allowance for COUNTY to direct maintenance, repair and training of the installed systems. This allowance is included in the total 'not to exceed' value of this Agreement, though allowance expenditures are not guaranteed. Whether to request services which are to be covered by the allowance is in the sole discretion of COUNTY.

A.9 Labor Rate:

1. Upon execution of the Agreement, COUNTY will receive a 10% discount off the labor rate for all mechanical services. Contractor will comply with provisions of the California Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages. CONTRACTOR will honor the discounted rate for the duration of the Agreement on service and repair calls during normal business hours.
2. There is a four (4) hour minimum for owner-directed onsite service. In addition, a truck charge of \$150 per visit will be charged for applicable owner directed onsite service. CONTRACTOR will access the COUNTY network remotely through VPN in the event that an issue arises to diagnose,

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troubleshoot, and resolve. If CONTRACTOR determines that services to resolve the issue is in excess of One (1) hour, a written proposal through email or formal quote will be provided to the COUNTY for review/approval.

A.10 New Equipment Promotion:

- 1. Under this Agreement, if CONTRACTOR installs any equipment pursuant to the terms of this Agreement that is not otherwise specifically provided for herein, that equipment will be maintained at no cost for one year.

A.11 Parts Discount:

- 1. Upon execution of this Agreement, COUNTY qualifies to receive a 50% discount on the list price of Johnson Controls parts. CONTRACTOR will honor the discounted rate for the duration of this Agreement on service and repair calls during normal business hours.

A.12 Quality Assurance:

- 1. A progress meeting or conference call will be held at a minimum of once every quarter (three months), to ensure performance is meeting expectations. At the end of each year, progress will be evaluated, and the scope of work will be adjusted to meet COUNTY requirements.
 - a. CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

	Year 1 July 16, 2024 - July 15, 2025	Year 2 July 16, 2025 - July 15, 2026	Year 3 July 16, 2026 - July 15, 2027
1. Quarterly Preventative Maintenance Health Administration Office 1270 Natividad Road Salinas, CA	\$18,559.52	\$20,045.00	\$21,649.00
Quarterly Service as listed on “Preventative Maintenance Items” above. This Quarterly scope is scheduled to begin July 16, 2024. Annual billing to be paid to CONTRACTOR in Quarterly Installments (COUNTY to be billed Quarterly)			

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2. On Call Services – Total allowance. (For various Health Dept. Locations)	\$7,000 Allowance	\$7,000 Allowance	\$7,000 Allowance
<p>On call Services funds are included in the ‘not to exceed’ limit of the Agreement, and are for owner directed maintenance and repair, as needed.</p> <p>Contractor will invoice for labor at the agreed discounted street labor rate, there is a four (4) hour minimum and truck charge, if applicable. County does not guarantee any services will be requested under these allowances and there is no minimum payment obligation under this section.</p>			
Total:	\$25,559.52	\$27,045.00	\$28,649.00
GRAND TOTAL AMOUNT:	\$81,253.52		

B. MISCELLANEOUS PROVISIONS

B.1 Right of Refusal:

1. COUNTY has the right to decline the services of a technician at any time without cause and, CONTRACTOR shall replace the technician in question upon receiving an oral request from the COUNTY within a reasonable amount of time without delay to work.
2. CONTRACTOR agrees that the replacement technician shall complete the unfinished assignment shift of the original assigned technician at no additional cost to COUNTY.

B.2 Special Additions and Exceptions:

Inclusions for *Basic Controls Preventative Maintenance*:

1. Basic Preventative Maintenance of the controls system monthly along with monthly system training.
2. One-time due diligence of controls system and report of any necessary repairs or recommendations to bring the system up to optimal operating condition.

B.3 Emergency Services:

Emergency service will be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the Health Facilities Manager or their designee. After hours, weekends and holidays, the emergency service number transfers to the CONTRACTOR after-hours call center and on-call technicians are dispatched as needed. The CONTRACTOR will be reached at 866-819-0234 (24-hour emergency service line). CONTRACTOR will dispatch a technician within four (4) hours of receiving call. A CONTRACTOR work order will be e-mailed for your records.

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COUNTY may call CONTRACTOR at any time for emergency or off schedule maintenance. CONTRACTOR will invoice as directed against the On-Call Service Allowance.

B.4 Response Time:

COUNTY is to receive a four (4) hour or less response time on emergency service calls. If CONTRACTOR is unable to respond in four (4) hours or less, CONTRACTOR will notify COUNTY with an estimate on response time.

All written reports required under this Agreement must be delivered to Chris LeVenton, Program Manager or their designee, in accordance with the schedule above.

C. PAYMENT PROVISIONS

C.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$120,937.52** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Prevailing labor fees on service:

Prevailing wages: CONTRACTOR shall comply with provisions of the California Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

Posting of Prevailing Wages at Job Site: CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices should be emailed directly to: hdadminfinance@countyofmonterey.gov
Cc: deleisseguese@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Administration
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

*A term for LCT programs (Metasys network automation engine-based processes) which include schedules, interlocks, lead-lags, setpoint spanning, global share items, among many other programming objects/processes that improve efficiency, save energy, share data between controllers, or perform an automated process for the field equipment controls of some kind.

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