

**Thursday, May 10, 2012**

**ROUTING PROCESS REQUESTED FOR:**

***Johnson Controls***

1. County Counsel (Stacy Saetta ) to approve. Then please send to Gary Giboney, Auditor/Controller's Office
2. Auditor/Controller's office (Gary Giboney) to approve.
3. Then please return to Sid at NMC via interoffice mail.

**Note: your cooperation in routing is greatly appreciated.**

Sid Cato  
Management Analyst  
Natividad Medical Center  
783-2620  
catosl@natividad.com

**REQUIRED**

- 2 Originals of Agreement/Amendment
- General Liability Insurance (\$1 million minimum)
- GL Endorsement
- Auto Liability Insurance (\$1 million minimum)
- Auto Endorsement
- Worker Compensation Insurance (\$1 million minimum)

**REQUIRED IF APPLICABLE**

- Written Justification for Insurance Modification of Requirements
- Contractor Status Form: 25 questions
- Professional Liability Insurance
- Business Associate Agreement
  
- 590 Withholding Exemption Certificate Form (New Vendor)
- Vendor Data Record (New Vendor)

**Notes**

New Agreement

**AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Johnson Controls AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Repair and Maintenance of Various Mechanical Control Systems, Building Automation and Variable  
Frequency Driver Systems**

This Amendment No. 7 to Professional Services Agreement ("Agreement"), dated July 1, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls(Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No.3, on July 1, 2009 revised via Amendment 4, on July 1, 2010 via Amendment No. 5 and on July 1, 2011 via Amendment No. 6.

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Exhibit A to the Agreement is replaced with Amendment -7 to Exhibit A, attached to this amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment -7 to Exhibit A.
2. Section 2. , "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$60,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10639) shall not exceed the total sum of \$574,000.00 for the full term of the Agreement.*"
3. Section 3. , "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2006 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2006 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5 and 6 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (A-10639).
6. The effective date of this Amendment is July 1, 2012.

6. The effective date of this Amendment is July 1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 1 

Dated 5-7-2012

Printed Name Annamari Jackson

Title Metro GM.

Signature 2 \_\_\_\_\_

Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

*\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Purchasing Manager

Signature 

Dated 5/5/12

NMC - CEO

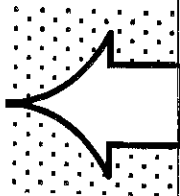
Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By \_\_\_\_\_

Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: \_\_\_\_\_, 2012



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980 hereby authorizes

**Annemari R. Jackman**  
Metro Branch Manager - Service

to perform, on behalf of the Company, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

- a. the execution of surety, performance or bid bonds;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of the Company; and
- d. the signing, on behalf of the company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of this Company.

This authority shall remain in full force and effect until October 12, 2012.

Signed at Milwaukee, Wisconsin, this 13 day of April, 2012.



\_\_\_\_\_  
President

# Amendment-7 to Exhibit A

## Scope of Services

CONTRACTOR shall provide repair and maintenance of various mechanical control systems, building automation for HVAC systems, and Variable Frequency Drives (VFDs) for Natividad Medical Center:

## TERMS AND CONDITIONS

### SCOPE OF SERVICE

Customer understands that JCI is a provider of services under this Agreement. JCI shall not be considered a merchant or a vendor of goods. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, JCI will transfer the benefits of that manufacturer's warranty to Customer if this Agreement with Customer terminates before the equipment manufacturer's warranty expires.

### CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

-The Customer warrants that, to the best of the Customer's knowledge, that all Covered Equipment is in good working condition and that the Customer has given JCI all information of which Customer is aware concerning the condition of the Covered Equipment.

-The Customer agrees that during the term of this Agreement, the Customer will:

- operate the Covered Equipment according to the manufacturer's recommendations;
- keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer;
- provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by JCI, including adequate space, electrical power, air conditioning, and humidity control;
- notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment
- allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend operations so that JCI can perform the services required under this Agreement, and
- provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement

-The Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.

## EXCLUSIONS

JCI'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 failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by JCI;
- The furnishing of materials and supplies for painting or refinishing equipment;
- Electrical work to the Customer'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 ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 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 JCI's normal maintenance;
- Work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by JCI;
- Works caused by negligence of others, including but not limited to equipment operators and water treatment companies;
- Services calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations beyond JCI's control, and service calls required, because JCI had previously been denied access to the equipment; and
- Disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer, even when removed from equipment or replaced by JCI as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

### PLANNED SERVICE AGREEMENT SCOPE OF SERVICES SUMMARY

#### Basic Coverage

- 1) Facility Management Systems—Twelve monthly Scheduled Service Visits for preventive maintenance and calibrations on the Metasys Facility Management System. System Calibration will occur incrementally throughout the year resulting in 100% system calibration every two years.

- 2) Automatic Temperature Control Systems—Twelve monthly Scheduled Service Visits to calibrate pneumatic control devices. System calibration will occur incrementally throughout the year resulting in 100% system calibration every two years.
- 3) Scheduling—Johnson Controls will be on-site roughly twice a month. Definitive service visit scheduling will occur upon acceptance of service agreement.

### **FACILITY MANAGEMENT SYSTEMS PERFORMANCE ASSURANCE SERVICES**

#### **Facility Management Systems**

- 1) An Account Representative will be assigned to monitor system performance, and to consult with the customer on service history and application strategies.
- 2) Telephone assistance will be provided to assist the customer in identifying operational needs, resolving operational problems, etc.
- 3) Each of the 12 scheduled Service Visits will begin and end with a review with the customer of systems status.
- 4) All problems detected by an operator and recorded in the "System Even Log" will be reviewed with operating personnel during the next scheduled service visit to determine appropriate corrective action.
- 5) Enhancement Engineering-JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the Customer, JCI will suggest appropriate action.

#### **Headed Equipment (CPUs, Input/Output, Workstations, etc.)**

- 1) "Basic" Coverage scheduled service and preventive maintenance on all covered components will be scheduled and provided according to JCI proprietary standards.
- 2) JCI will make a copy of current working database 4 time(s) per year.

#### **Field Panel Equipment (Digital System Controllers, Loop Remotes, Field Processing Units, etc.)**

- 1) "Basis" Coverage scheduled service and preventive maintenance on all covered components will be scheduled and provided according to JCI proprietary standards.
- 2) Critical points will be verified/calibrated during scheduled service visits.

#### **Field Devices (Sensors, Transducers, Relays, etc.)**

- 1) "Basic" Coverage scheduled service and preventive maintenance on all covered components will be scheduled and provided according to JCI proprietary maintenance standards.

**METASYS  
SOFTWARE SUBSCRIPTION SERVICE**

**Benefits**

Johnson Controls continually adds innovative enhancements to its software that make it easier for you to increase the performance of your facility. With Metasys Software Subscription Service you will automatically receive these upgrades. This service ensures that:

- You will receive a minimum of one upgrade per year for each software package included.
- New revisions will be compatible with your existing Metasys databases or a conversion process will be included.

**Requirements**

Metasys software packages must be at the current revision level at the start of the service. Software subscriptions must be included for each workstation.

**Subscription Service Selections**

**Installation Options:**

- Johnson Controls will install covered revisions.

**Payment Provisions**

- 1) Subject to the limitations set forth herein, County shall pay to CONTRACTOR during the term of July 1, 2012 to June 30, 2013. The maximum obligation of the county for services provided hereunder shall be \$75,704.00.
- 2) If for any reason this agreement is cancelled, County's maximum liability shall be the total utilization to date of cancellation not to exceed the maximum amount listed above.
- 3) If County certified payment at a lesser amount than the amount requested, County shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the County within 20 days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- 4) County will pay CONTRACTOR the following fees:
  - \$75,704.00 annual price (subject to 5% increase annually due to increased labor and expense rates)
  - 10% discount off current street rate for calls not covered in maintenance. Mileage charged at \$1.75 per mile portal to portal.
- 5) Other payment provisions are set forth in Section 6 of this Agreement.



## AUTOMATIC TEMPERATURE CONTROLS SYSTEMS SYSTEM ASSURANCE SERVICES

### “Basic” Coverage

- 1) Calibration services will be performed incrementally over 12 scheduled visits per year
- 2) Johnson Controls will provide (1) 50% calibration of the automatic temperature controls system per year
- 3) JCI will monitor set points, etc. on the following terminal units:
  - Terminal Air Units (467)
  - VAV Boxes (47)
- 4) JCI will provide test instruments and materials necessary to perform JCI's calibration and Inspection services.
- 5) Enhancement Engineering-JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the customer, JCI will suggest appropriate action.

The following is a general overview of typical controls maintenance programs. Some items on this list may not be included in all Johnson Controls Planned Maintenance agreements.

- General Maintenance of ADX/PMI Workstation.
- Check overall operating and stability of Operator Work Station.
- Backup and archive database.
- Assess Communication performance.
- Monitor NAE load and available memory.
- Periodically back up security database.
- Review operating sequences.
- Review any outstanding hardware issues.
- Check any problematic sensors for calibration.
- Check Event and Audit log for abnormalities.
- Clear alarm summaries.
- Check batteries as applicable.
- Maintain equipment enclosures.
- Setup/Monitor Trends as necessary.
- Inspect wire terminations on devices in Metasys panels.
- Evaluate opportunities for additional automation and energy saving.
- Single Level Software upgrades. (I.E. 5.1 to 5.2)
- Discount on out of scope repairs and JCI parts.
- Priority Dispatch for service calls.

### Pre-Extended Architecture:

- Periodically sync databases between Operator Workstations.
- Reviewing GPL processes, refining if necessary for system stability.
- Review Critical, Offline, and Unreliable Alarm history.
- Monitor NCM load

## EQUIPMENT LISTING

Equipment Description	Manufacturer	Model/Serial No.	Size/Type	Qty	Location	Sched(s)	Coverage
Network Control Module	Johnson Controls	NCM300		3	B, C, D	212	B
Metasys Integrator	Johnson Controls	MIG		2	B, D	213	B
Operator Workstation	Compaq	OWS		1	C	203,211	B
Printer	Epson	FX870		1	C	211	B
DX9100	Johnson Controls	DX9100		4	C, M	214	B
Network Terminal Units	Johnson Control	NTU102	Backlit	3	B, C, D	212	B
Air Handling Unit Controller	Johnson Controls	AHU103		12	A, B, D, E, J, K	213	B
Make-up Air Unit Controller	Johnson Controls	UNT111		3	C	213	B
Isolation/Sensitive Room	Johnson Controls	VAV111	Critical Points	47	A, B, D, E, J	213	B
Misc Controller	Johnson Controls	UNT11		3	A, E, J	213	B
Pneumatic zone	Various	Various		467	Throughout	100A	B
Pneumatic Valve Actuators	Johnson Controls	Various		569	Throughout	100A	B
Pneumatic Damper Actuators	Johnson Controls	Various		39	Throughout	100A	B

### Coverages:

A=Scheduled Service Labor

B=Scheduled Service Labor and Scheduled Service Materials

C=Scheduled Labor and Repair Labor

D=Scheduled Service Labor, Scheduled Service Materials, and Repair Labor

E=Scheduled Service Labor, Scheduled Service Materials, Repair Labor and Repair Materials

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>June 14, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement with Johnson Controls for repair and Maintenance of Various Mechanical Control Systems, Building Automation and Variable Frequency Drivers throughout NMC in an amount not to exceed \$464,000 in the aggregate and \$110,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement with Johnson Controls for repair and Maintenance of Various Mechanical Control Systems, Building Automation and Variable Frequency Drivers throughout NMC in an amount not to exceed \$464,000 in the aggregate and \$110,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Johnson Controls provides repair and maintenance services for Natividad Medical Center's mechanical controls, building automation system, and variable frequency drives.

Johnson Control's propriety Metasys building automation system monitors and controls various building mechanical and electrical system functions critical for regulatory compliance, infection control, and patient and staff safety. These systems and components are regulated and audited by the Joint Commission and the state of California through Title 22 and Title 24. The systems are also vital to supporting equipment and processes in the Laboratory, Radiology, and the Pharmacy.

The Metasys system also provides monitor and control functions for the medical center's heating, ventilation, and air conditioning systems serving patient care and staff areas.

**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$110,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
James Kari, Engineering Director 755-4081  
May 6, 2011

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments #1, 2, 3, 4, 5, 6 Original Agreement, Board Order

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No. A-10639

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment )  
No. 6 to the Agreement with Johnson Controls for )  
repair and Maintenance of Various Mechanical )  
Control Systems, Building Automation and )  
Variable Frequency Drivers throughout NMC in )  
an amount not to exceed \$464,000 in the aggregate )  
and \$110,000 for the period July 1, 2011 to June )  
30, 2012 .....

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the agreement with Johnson Controls for repair and maintenance of various mechanical control systems, building automation and variable frequency drivers throughout NMC in an amount not to exceed \$464,000 in the aggregate and \$110,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14<sup>th</sup> day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Christine A. Nue  
Deputy

**RENEWAL AMENDMENT NO. 6  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Johnson Controls AND  
THE NATIVIDAD MEDICAL CENTER  
FOR**

**Providing Repair and Maintenance of Various Mechanical control systems, Building Automation, and Variable Frequency Drivers throughout NMC.**

The parties to Professional Service Agreement, dated July 1, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. (SC 0994) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0994).
2. This Amendment shall become effective on July 01, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC 0994) shall not exceed the total sum of \$~~467~~<sup>464</sup>,000 for the full term of the Agreement and \$110,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 0994).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature *[Signature]*

Dated 3/9/2011

Printed Name Ashmeri Gackman

Title Branch Mgr

**NATIVIDAD MEDICAL CENTER**

Signature *[Signature]*  
Purchasing Manager

Dated 7-18-11

Signature *[Signature]*  
NMC - CEO

Dated 3/2/11

Approved as to Legal Form:

Charles J. McKee, County Counsel

By *[Signature]*  
Stacy Sacetta, Deputy  
Attorneys for County and NMC

Reviewed (as to fiscal provisions) Dated: 3/3/2011  
*[Signature]*  
Auditor-Controller  
County of Monterey 4-4-11



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation, pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Mark L. Collins  
Regional General Manager - Service

to perform, on behalf of the Company, the acts described below:

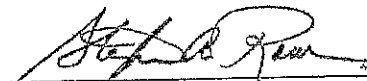
To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

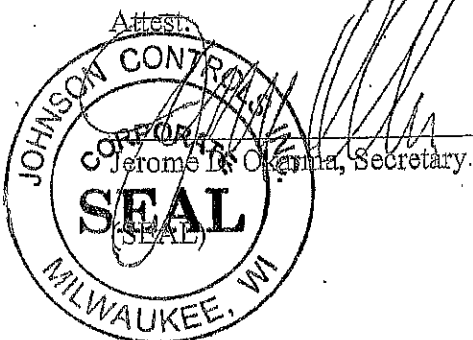
This authority does not extend to:

- a. the execution of surety, performance or bid bonds;
- b. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company;
- c. the signing, on behalf of the company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property; and

This authority shall remain in full force and effect until July 11, 2011.

Signed and sealed at Milwaukee, Wisconsin, this 12 day of January, 2011.

  
Stephen A. Roell, President



**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>July 13, 2010</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.

**SUMMARY/DISCUSSION:**

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A to this report is a list of current vendor service contracts requiring renewal for Fiscal Year 2010-2011. All of the contracts are Amendments to previous established contracts with no changes in the scope of service. NMC will do separate reports for all amended contracts that include a change to the scope of service.

**OTHER AGENCY INVOLVEMENT:**

The Amendments have been reviewed and approved by County Counsel County Counsel, the Auditor/Controller's office and by the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost of the Contract Amendments is \$2,470,675 and is included in the FY 2010-11 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Sid Cato, Management Analyst  
April 29, 2010  
Attachments: Attachment A

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Authorize the Purchasing Manager for Natividad Medical Center )  
(NMC) to execute the contract renewal amendments for the )  
continuation of various existing services with multiple vendors )  
(outlined in the Board Order) at NMC in FY 2010-11, not to )  
exceed \$2,470,675. )

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, effective July 13, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11, not to exceed \$2,470,675, with the following multiple vendors:

Vendor Name	Service	Amendment #	Current Contract Term Dates	F/Y 11 AMOUNT
A&B Fire Extinguisher	Halon System, Fire Sprinkler & Extinguisher Maintenance	#4	7-1-06 thru 6-30-11	\$50,000
Audac	Pillow Speakers, Nurse Call Cords and Clinical Alarms	#4	7-1-06 thru 6-30-11	\$14,000
First Alarm Security	Fire/Burglar Alarm Access Control Systems	#1	11-1-09 thru 6-30-11	\$75,000
Johnson Controls	Repair & Maintenance of Various Mechanical Systems & VFD's	#5	7-1-06 thru 6-30-11	\$82,000
Medispec	Corpeal Shock Wave Litotripsy System	#1	8-1-08 thru 6-30-11	\$75,000
Metro Republic Commercial Service	Bad Debt Collection	#2	8-1-07 thru 6-30-11	\$700,000
Mission Linen	Linen Processing Services	#2	9-12-08 thru 6-30-11	\$450,000
Morehead Associates	Employee Survey	#5	8-1-07 thru 6-30-11	\$30,000
NMC Volunteer Auxiliary	Volunteer Management Services	#5	9-15-05 thru 6-30-11	\$80,675
Credit Consulting Services	Bad Debt Collection	#2	8-1-07 thru 6-30-11	\$700,000
Pharmedium Services	Compounding Pharmaceutical Supplies & IV Solution	#4	1-31-06 thru 6-30-11	\$60,000
Professional Research Consultants	Patient Satisfaction Survey Services	#4	7-1-05 thru 6-30-11	\$24,000
ThyssenKrupp	Elevator Repair & Maintenance	#5	7-1-06 thru 6-30-11	\$50,000
Total Repair Express	Repair & Maintenance of Operating Room Equipment	#5	4/5/05 thru 6-30-11	\$80,000
<b>TOTAL</b>				<b>\$2,470,675</b>

PASSED AND ADOPTED this 13<sup>th</sup> day of July, 2010, by the following vote, to wit:



AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on July 13, 2010.

Dated: July 13, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy

RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Johnson Controls AND  
THE COUNTY OF MONTEREY  
FOR

Providing Repair and Maintenance of Various Mechanical control systems, Building Automation, and Variable Frequency Drivers throughout NMC.

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. (BPO 214) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 214).
2. This Renewal Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 214) shall not exceed the total sum of ~~\$46~~ \$40,000.00 for the full term of the Agreement and \$82,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 214).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Handwritten Signature]

Dated 4/20/10

Printed Name Mark Collins

Title General Manager

COUNTY OF MONTEREY

Signature [Handwritten Signature]  
Purchasing Manager

Dated 5/5/10

Signature [Handwritten Signature]  
NMC - CEO

Dated 4/20/10

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Handwritten Signature]  
William Litt, Deputy  
Attorneys for County and NMC

Dated: 5/3/2010

Reviewed as to fiscal provisions  
[Handwritten Signature]  
Auditor-Controller  
County of Monterey 5-5-10

MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	November 3, 2009	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement with Johnson Controls for Building Automation Services to accommodate the relocation of Data Center services from the County Information Technology (IT) Department to NMC in an aggregate amount not to exceed \$272,000 and in an amount not to exceed \$82,000 (an increase of \$12,000) for the period July 1, 2009 to June 30, 2010.	
<b>DEPARTMENT:</b>	Natividad Medical Center.	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement with Johnson Controls for Building Automation Services to accommodate the relocation of Data Center services from the County Information Technology (IT) Department to NMC in an aggregate amount not to exceed \$272,000 and in an amount not to exceed \$82,000 (an increase of \$12,000) for the period July 1, 2009 to June 30, 2010.

**SUMMARY/DISCUSSION:**

NMC has historically utilized the services of Johnson Controls to manage building systems in the hospital and some of the associated buildings. With the move of the Meditech system environment from County IT Department to NMC in September, 2009 it is necessary that the NMC Data Center maintain a stand alone environmental (HVAC) system. This stand alone system is essential to the temperature control of the NMC Data Center equipment/servers.

In order to properly monitor and manage the stand alone system, it is recommended that the stand alone unit be integrated into NMC's overall Johnson Controls building management systems. This will ensure proper monitoring and alerting of Engineering Staff regarding the Data Center temperature and environmental status. The stand alone unit will also be placed on the current preventative maintenance program.

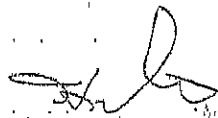
**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$12,000 and is included in the approved FY 2009-10 Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Ray Padilla  
September 29, 2009

  
Harry Weis  
Chief Executive Officer

Attachments: Agreement, Amendments #1, #2, #3, 4# Board Order

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No: A - 10639

Authorize the Purchasing Manager for Natividad Medical Center )  
(NMC) to execute Amendment No. 4 to the Agreement with Johnson )  
Controls for Building Automation Services to accommodate the )  
relocation of Data Center services from the County Information )  
Technology (IT) Department to NMC in an aggregate amount not to )  
exceed \$272,000 and in an amount not to exceed \$82,000 (an increase )  
of \$12,000) for the period July 1, 2009 to June 30, 2010. )

Upon motion of Supervisor Salinas, seconded by Supervisor Parker, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement with Johnson Controls for Building Automation Services to accommodate the relocation of Data Center services from the County Information Technology (IT) Department to NMC in an aggregate amount not to exceed \$272,000 and in an amount not to exceed \$82,000 (an increase of \$12,000) for the period July 1, 2009 to June 30, 2010.

PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Calcagno, Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 3, 2009.

Dated: November 12, 2009

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By P. Parker  
Deputy

(Original Agreement No. (BPO 214))

RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Johnson Controls AND  
THE COUNTY OF MONTEREY  
FOR

Providing Repair and Maintenance of Various Mechanical control systems, Building Automation, and Variable Frequency Drivers throughout NMC.

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. (B960969640) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 214).
2. This Renewal Amendment shall become effective on July 01, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (BPO 214) shall not exceed the total sum of \$272,000.00 for the full term of the Agreement and \$82,000.00 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 214).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Benjamin A. DeAsis

Dated 9/24/09

Printed Name Benjamin A. DeAsis

Title Service Manager

COUNTY OF MONTEREY

Signature [Signature]

Dated 9/28/09

Purchasing Manager

Signature [Signature]

Dated 9/29/09

NMC - CEO

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Signature]  
William Litt, Deputy  
Attorneys for County and NMC

Dated: 9/30, 2009

Reviewed as to fiscal provisions

[Signature]  
Assistant Controller  
County of Monterey 9-30-09

(Original Agreement No. (B960969340))

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Johnson Controls AND  
THE COUNTY OF MONTEREY  
FOR**

Providing Repair and Maintenance of Various Mechanical control systems, Building Automation, and Variable  
Frequency Drivers throughout NMC.

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. (B960969640) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B9609340).
2. This Renewal Amendment shall become effective on July 01, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960969340) shall not exceed the total sum of \$260,000.00 for the full term of the Agreement and \$70,000.00 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960969640).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature [Signature]

Dated 3/4/09

Printed Name John Coleman

Title GM Const.

**COUNTY OF MONTEREY**

Signature [Signature]  
Purchasing Manager

Dated 5/28/09

Signature [Signature]  
NMC - CEO

Dated 4/17/09

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Signature]  
William Litt, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions

Dated: 4/17, 2009

[Signature]  
Auditor-Controller  
County of Monterey

4-17-09

(Original Agreement No. (B960869340))

**RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Johnson Controls AND  
THE COUNTY OF MONTEREY  
FOR**

**Providing Repair and Maintenance Services of Various Mechanical Control Systems, Building Automation for HVAC  
and Variable Frequency Drives throughout NMC**

The parties to Professional Service Agreement, dated July 16, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. (B960869340) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960869340).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (B960869340) shall not exceed the total sum of \$170,000.00 for the full term of the Agreement; and \$70,000.00 for fiscal year 2008-2009. *m ja*
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960869340).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature *[Signature]*  
Printed Name Jeffrey Crenshaw

Dated 4/1/08  
Title General Manager

**COUNTY OF MONTEREY**

Signature *[Signature]*  
Purchasing Manager  
Signature *[Signature]*  
NMC - CEO

Dated 7-16-08  
Dated \_\_\_\_\_

Approved As to Legal Form:  
Charles J. McKee, County Counsel

By *[Signature]*  
William M. Litt, Deputy Attorney for County and NMC

Dated 4/16, 2008

(Original Agreement No. (A-10639))

**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Johnson Controls AND  
THE COUNTY OF MONTEREY  
FOR**

**Providing Repair and Maintenance Services of Various Mechanical Controls Systems, Building Automation for  
HVAC and Variable Frequency Drives Throughout NMC**

The parties to Professional Service Agreement, dated July 1<sup>st</sup>, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Johnson Controls (Contractor), hereby agree to renew their Agreement No. A-10639 on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. A-10639
2. This Renewal Amendment shall become effective on July 1<sup>st</sup>, 2007 and shall continue in full force and extending the term date until July 30<sup>th</sup>, 2008.
3. The total amount payable by County to Contractor under Agreement No. A-10639 shall not exceed the total sum of \$120,000.00 for the full term of the Agreement; and \$60,000.00 for fiscal year 2007-2008.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. A-10639.

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature

Dated

Printed Name

Johnson Controls, Inc.  
John Coleman, General Manager-Construction

Title

**COUNTY OF MONTEREY**

Signature

Dated

7/1/07

Signature

Dated

4/3/07

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

W. Allen Bidwell, Deputy  
Attorneys for County and NMC

Dated:

06-04-2007



**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$25,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Johnson Controls, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide repair and maintenance of various mechanical controls systems, building automation for HVAC and Variable Frequency Drives (VFDs) throughout Natividad Medical Center
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 80,000.00
3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2006 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A    Scope of Services/Payment Provisions

Exhibit B    Superseding Contract

**5. PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	GORDON BULL - SEV. BRANCH MGR. Name and Title
Address	3526 BREAKWATER COURT HAJIANAO, CALIF 94545 Address
Phone	570-786-5775 Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner

or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*Handwritten: 10/20/04*  
*Handwritten: 10/20/04*  
This space is left blank, intentionally.

*Handwritten: Exhibit 11*  
*Handwritten: 10/20/04*

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]  
Purchasing Manager

Date: 9-2-06

By: Andrea Rosenberg  
Department Head (if applicable)

Date: 9-19-06

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: W. Allen Bidwell  
Deputy County Counsel

Date: 08-16-2006

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions  
RISK MANAGEMENT  
COUNTY OF MONTEREY  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 8/16/06

County Board of Supervisors' Agreement Number: \_\_\_\_\_

JOHNSON CONTROLS, INC  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

GORDON L. BULL - SRV. BRANCH MGR  
Name and Title

Date: 7-27-06

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)\*

MARLE ZANE, CONT. ADMIN  
Name and Title

Date: 7.27.06

\*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.

<sup>1</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.



## EXHIBIT A

### Scope of Services

CONTRACTOR shall provide repair and maintenance of various mechanical control systems, building automation for HVAC systems, and Variable Frequency Drives (VFDs) for Natividad Medical Center:

## TERMS AND CONDITIONS

### SCOPE OF SERVICE

Customer understands that JCI is a provider of services under this Agreement. JCI shall not be considered a merchant or a vendor of goods. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, JCI will transfer the benefits of that manufacturer's warranty to Customer if this Agreement with Customer terminates before the equipment manufacturer's warranty expires.

### CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

-The Customer warrants that, to the best of the Customer's knowledge, that all Covered Equipment is in good working condition and that the Customer has given JCI all information of which Customer is aware concerning the condition of the Covered Equipment.

-The Customer agrees that during the term of this Agreement, the Customer will:

- operate the Covered Equipment according to the manufacturer's recommendations;
- keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer;
- provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by JCI, including adequate space, electrical power, air conditioning, and humidity control;
- notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment
- allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend operations so that JCI can perform the services required under this Agreement, and
- provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement

-The Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.

## EXCLUSIONS

JCI'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 failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by JCI;
- The furnishing of materials and supplies for painting or refinishing equipment;
- Electrical work to the Customer'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 ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 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 JCI's normal maintenance;
- Work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by JCI;
- Works caused by negligence of others, including but not limited to equipment operators and water treatment companies;
- Services calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations beyond JCI's control, and service calls required, because JCI had previously been denied access to the equipment; and
- Disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer, even when removed from equipment or replaced by JCI as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

## PLANNED SERVICE AGREEMENT SCOPE OF SERVICES SUMMARY

### Basic Coverage

- 1) Facility Management Systems—Twelve monthly Scheduled Service Visits for preventive maintenance and calibrations on the Metasys Facility Management System. System Calibration will occur incrementally throughout the year resulting in 100% system calibration every two years.

- 2) Automatic Temperature Control Systems—Twelve monthly Scheduled Service Visits to calibrate pneumatic control devices. System calibration will occur incrementally throughout the year resulting in 100% system calibration every two years.
- 3) Scheduling—Johnson Controls will be on-site roughly twice a month. Definitive service visit scheduling will occur upon acceptance of service agreement.

### **FACILITY MANAGEMENT SYSTEMS PERFORMANCE ASSURANCE SERVICES**

#### **Facility Management Systems**

- 1) An Account Representative will be assigned to monitor system performance, and to consult with the customer on service history and application strategies.
- 2) Telephone assistance will be provided to assist the customer in identifying operational needs, resolving operational problems, etc.
- 3) Each of the 12 scheduled Service Visits will begin and end with a review with the customer of systems status.
- 4) All problems detected by an operator and recorded in the "System Even Log" will be reviewed with operating personnel during the next scheduled service visit to determine appropriate corrective action.
- 5) Enhancement Engineering-JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the Customer, JCI will suggest appropriate action.

#### **Headed Equipment (CPUs, Input/Output, Workstations, etc.)**

- 1) "Basic" Coverage scheduled service and preventive maintenance on all covered components will be scheduled and provided according to JCI proprietary standards.
- 2) JCI will make a copy of current working database 4 time(s) per year.

#### **Field Panel Equipment (Digital System Controllers, Loop Remotes, Field Processing Units, etc.)**

- 1) "Basis" Coverage scheduled service and preventive maintenance on all covered components will be scheduled and provided according to JCI proprietary standards.
- 2) Critical points will be verified/calibrated during scheduled service visits.

#### **Field Devices (Sensors, Transducers, Relays, etc.)**

- 1) "Basic" Coverage scheduled service and preventive maintenance on all covered components will be scheduled and provided according to JCI proprietary maintenance standards.

**AUTOMATIC TEMPERATURE CONTROL SYSTEMS  
SYSTEM ASSURANCE SERVICES**

**"Basic" Coverage**

- 1) Calibration services will be performed incrementally over 12 scheduled visits per year.
- 2) Johnson Controls will provide 1 50% calibration of the automatic temperature control system per year.
- 3) JCI will perform scheduled service on the following terminal units:
  - Terminal Air Units (467)
  - VAV Boxes (47)
- 4) JCI will provide test instruments and materials necessary to perform JCI's calibration and Inspection services.
- 5) Enhancement Engineering-JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the customer, JCI will suggest appropriate action.

## EQUIPMENT LISTING

Equipment Description	Manufacturer	Model	Size/Type	Qty	Location	Schedule	Coverage
Network Control Module	Johnson Controls	NCM300		3	B, C, D	212	B
Metasys Integrator	Johnson Controls	MIG		2	A, D	213	B
Operator Workstation	Compaq	OWS		1	C	203, 211	B
Printer	Epson	FX870		1	C	211	B
DX9100	Johnson Controls	DX9100		4	C, M	214	B
Network Terminal Units	Johnson Control	NTU102	Backlit	3	B, C, D	212	B
Air Handling Unit Controller	Johnson Controls	AHU103		12	A, B, D, E, J, K	213	B
Make-up Air Unit Controller	Johnson Controls	UNT111		3	C	213	B
Isolation/Sensitive Room	Johnson Controls	VAV111	Critical Points	47	A, B, D, E, J	213	B
Misc Controller	Johnson Controls	UNT11		3	A, E, J	213	B
Pneumatic zone	Various	Various		467	Throughout	100A	B
Pneumatic Valve Actuators	Johnson Controls	Various		569	Throughout	100A	B
Pneumatic Damper Actuators	Johnson Controls	Various		39	Throughout	100A	B

**Coverages:**

A=Scheduled Service Labor

B=Scheduled Service Labor and Scheduled Service Materials

C=Scheduled Labor and Repair Labor

D=Scheduled Service Labor, Scheduled Service Materials, and Repair Labor

E=Scheduled Service Labor, Scheduled Service Materials, Repair Labor and Repair Materials

**METASYS  
SOFTWARE SUBSCRIPTION SERVICE**

**Benefits**

Johnson Controls continually adds innovative enhancements to its software that make it easier for you to increase the performance of your facility. With Metasys Software Subscription Service you will automatically receive these upgrades. This service ensures that:

- You will receive a minimum of one upgrade per year for each software package included.
- New revisions will be compatible with your existing Metasys databases or a conversion process will be included.

**Requirements**

Metasys software packages must be at the current revision level at the start of the service. Software subscriptions must be included for each workstation.

**Subscription Service Selections**

**Installation Options:**

- Johnson Controls will install upgrades.

**Payment Provisions**

1. Subject to the limitations set forth herein, County shall pay to CONTRACTOR during the term of July 1, 2006 to June 30, 2007. The maximum obligation of the County for services provided hereunder shall be \$60,000.00.
2. If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to date of cancellation not to exceed the maximum amount listed above.
3. If County certified payment at a lesser amount than the amount requested, County shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the County within 20 days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
4. County will pay CONTRACTOR the following rate fees:
  - \$36,855.00 annual price (subject to 5% increase annually due to increased labor and expense rates)
  - \$140.00 per hour for calls not covered in maintenance (discounted rate of 10% off standard billable rate)
5. Other payment provisions are set forth in Section 6 of the Agreement.

**Exhibit B**

**Superseding Contract**

This Professional Service Agreement will supersede any existing contract signed by Johnson Controls, Inc. and Monterey County-Natividad Medical Center.

**JOHNSON CONTROLS, INC.**

*Linda Hall*                      8-14-06  
Signature & Title                      Date:  
*SALES MANAGER*

**MONTEREY COUNTY**

\_\_\_\_\_  
Signature & Title                      Date:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 411 E. Wisconsin Avenue Suite 1600 Milwaukee, WI 53202 Attn: JCl.Centrequest@marsh.com 011077-CAS-11-12		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b>
11-12		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Johnson Controls, Inc. Attn: Corp. Risk Mgmt. X-92 PO Box 591 Milwaukee, WI 53201		<b>INSURER A:</b> ACE American Insurance Company		22667
		<b>INSURER B:</b> Sentry Insurance A Mutual Co		24988
		<b>INSURER C:</b> Indemnity Insurance Company Of North America		43575
		<b>INSURER D:</b> ACE Property & Casualty Insurance Company		20699
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004410397-04                      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HDOG25531693	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		90-04606-01 90-04606-02 (MA)	10/01/2011 10/01/2011	10/01/2012 10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		XOOG25833284	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLRC46483704 (CA,AZ,MA) SCFC46770729 (WI) WLRC46770742 (AOS - See page 2) WCUC46772374 (Excess WC - OH, WA)	10/01/2011 10/01/2011 10/01/2011 10/01/2011	10/01/2012 10/01/2012 10/01/2012 10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: Repair and Maintenance of various Mechanical Control Systems, Building Automation and Variable Frequency Driver Services for Natividad Medical Center

The County of Monterey, its officers, agents and employees are included as additional insured per the attached.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Natividad Medical Center Engineering Department BLDG 900 P.O. Box 81611 Salinas, CA 93912	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Attn: Corp. Risk Mgmt. X-92 PO Box 591 Milwaukee, WI 53201	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

**WORKERS COMPENSATION**

Workers Compensation "AOS" Policy includes coverage for the following states: AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV

**PRIMARY COVERAGE**

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by lease or contract.

**WAIVER OF SUBROGATION**

The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder to the extent required by contract.

**ADDITIONAL INSURED - AUTOMOBILE LIABILITY**

The Automobile Liability policy, if required by contract, includes coverage for Additional Insureds as required by contract.

**ADDITIONAL INSURED - GENERAL LIABILITY**

For General Liability, if required by contract, the following are included as additional insureds, as required pursuant to a contract with a named insured, per Policy Endorsements A2 and A2A, replicated below: The Certificate Holder LISTED ON THE FIRST PAGE OF THIS CERTIFICATE OF LIABILITY INSURANCE, and each other person or organization required to be included as an additional insured pursuant to a contract with the named insured.

**SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A**

Name of Additional Insured Person(s) or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:

As required by contract.

**POLICY ENDORSEMENT A2**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - NAMED INSURED'S ACTS OR OMISSIONS ONLY**

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

The insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**POLICY ENDORSEMENT A2A**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NAMED INSURED'S ACTS OR OMISSIONS ONLY**

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS  
- NAMED INSURED'S ACTS OR OMISSIONS ONLY**

Named Insured <b>Johnson Controls, Inc.</b>			Endorsement Number <b>6 (Page 1 of 2)</b>
Policy Symbol <b>HDO</b>	Policy Number <b>G25531693</b>	Policy Period <b>10/01/2011 to 10/01/2012</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>SCHEDULE</b>
<b>Name of Additional Insured Person(s) Or Organization(s):</b> If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.
<b>Location(s) Of Covered Operations</b> As required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS  
- NAMED INSURED'S ACTS OR OMISSIONS ONLY**

Named Insured <b>Johnson Controls, Inc.</b>			Endorsement Number <b>6 (Page 2 of 2)</b>
Policy Symbol <b>HDC</b>	Policy Number <b>G25531693</b>	Policy Period <b>10/01/2011 to 10/01/2012</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Endorsement #A2	
<del>ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - NAMED INSURED'S ACTS OR OMISSIONS ONLY</del>	
<p><b>A. Section II - Who is An Insured</b> is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:</p> <ol style="list-style-type: none"> <li>1. Your acts or omissions; or</li> <li>2. The acts or omissions of those acting on your behalf;</li> </ol> <p>in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.</p>	<p><b>B. With respect to the insurance</b> afforded to these additional insureds, the following additional exclusions apply:</p> <p>This insurance does not apply to "bodily injury" or "property damage" occurring after:</p> <ol style="list-style-type: none"> <li>1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or</li> <li>2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.</li> </ol>

Endorsement #A2A
<del>ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NAMED INSURED'S ACTS OR OMISSIONS ONLY</del>
<p>Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."</p>

Authorized Agent



ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT  
OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

- A. Section II. Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit Of Insurance or the amount of insurance required by the contract or agreement.
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

CA 80 07 02 06

JOH 90-04606-01 00 101

PAGE 001

## SOLE SOURCE/SOLE BRAND JUSTIFICATION

### OVERVIEW:

Purchasing recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Purchasing. Even though the department's review process prior to the submittal of a requisition may be sound, departments may unknowingly discourage free and open competition by requesting a single vendor or product. Additionally, the County is bound by both federal and local laws as well as County Policies of which County Staff may be not be aware of. The lack of an effective means of communication between buyer and requesting departments can lead to both lost time in completing the requisition as well as possible adverse legal actions towards the Hospital, County and the requesting staff member. Purchasing can be an effective partner in a competitive review process given adequate time and involvement in your requirement definitions.

In an effort to expedite sole source/brand requisition requests through purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form and attach it to your requisition. If sole source/brand justification is warranted and accepted by Purchasing, the requisition will be processed for the sole source/brand as requested.

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Rather than merely a shift of the review process and burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand, and provides you with the method by which to make your requisitioning efforts more efficient under sole source/brand conditions.

Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

In order for us to accept a request for sole source/brand the certification, the form referenced herein should be made a part of your justification and be signed by an authorized department representative. This certification will remain on file as part of your requisition package for audit purposes.

### SOLE SOURCE PURCHASING:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing.

“Sole Source” purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County.

“Sole Source” purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

The designation of a “Sole Source” supplier must be authorized by the Hospital Purchasing Agent before the requirement for competitive quotations is waived.

### **PROCEDURE:**

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures, as well as the Natividad Medical Center Purchasing Policies and Procedures. As such, our decision is final.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The Hospital requirements and the format for submitting such requests are contained herein. Please make copies of the Criteria for Sole Source/Brand form for your future use.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria.

**Natividad Medical Center Purchasing Department  
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST**

Purchase Requisition Number \_\_\_\_\_ Date 02-22-2012

Description of Item: Building Management System Maintenance

1. Please indicate the following:

Procurement:  Goods  
 Services

(Check One)

Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is exclusive distributor.

Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

2. Vendor Selection:

Preferred Vendor  
 Sole Source

Vendor Name: Johnson Controls  
Address: 3526 Breakwater Court City: Hayward State: CA  
Phone Number: (510) 770-7700 Fax: ( )  
Contact Person: Annemari Jackman Title: Branch Manager  
Federal Employer #: \_\_\_\_\_

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

Natividad Medical Center uses Metasys as its Building Management System. Metasys is a proprietary system owned by Johnson Controls.

- b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

N / A

- c) Why are these specific features/qualifications required?

Metasys is a proprietary system owned by Johnson Controls.

- d) What other products/services have been examined and/or rejected?

N / A

- e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Metasys is a proprietary system owned by Johnson Controls.

- f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

- g) Estimated Costs:



4. Is there an unusual or compelling urgency associated with this project?

- No
- Yes (Please describe)

---

---

---

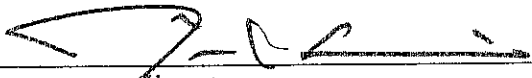
---

---

**THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR**

I hereby certify that:

1. I am an approved department representative, and am aware of the Hospital's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

  
Requestors Signature

1-16-12  
Date

\_\_\_\_\_  
Authorized Signature by Department Head

\_\_\_\_\_  
Date

**Approval by the Hospital Purchasing Agent:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date