



# COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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Details      Reports

File #:	A 14-064	Name:	Johnson Controls Amendment No. 9
Type:	BoS Agreement	Status:	Consent Agenda
File created:	5/8/2014	In control:	Board of Supervisors
On agenda:	6/24/2014	Final action:	

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 9 to the Agreement (A-10639/MYA591) with Johnson Controls for repair and maintenance services on mechanical control systems, building automation for Heating, Ventilation, Air-Conditioning (HVAC) systems and variable frequency drives (VFD's) at NMC, extending the Agreement from March 15, 2012 through June 30, 2015 and adding \$100,000 for a revised total Agreement amount not to exceed \$784,000.

**Attachments:** [1. Johnson Controls Amendment No. 9.pdf](#), [2. Prior Agreements.pdf](#), [3. Johnson Controls \(Repair & Maintenance\) Spend Sheet.pdf](#), [4. Completed Board Order](#)

History (0)      Board Report

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 9 to the Agreement (A-10639/MYA591) with Johnson Controls for repair and maintenance services on mechanical control systems, building automation for Heating, Ventilation, Air-Conditioning (HVAC) systems and variable frequency drives (VFD's) at NMC, extending the Agreement from March 15, 2012 through June 30, 2015 and adding \$100,000 for a revised total Agreement amount not to exceed \$784,000.

**Report**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 9 to the Agreement (A-10639/MYA591) with Johnson Controls for repair and maintenance services on mechanical control systems, building automation for Heating, Ventilation, Air-Conditioning (HVAC) systems and variable frequency drives (VFD's) at NMC, extending the Agreement from March 15, 2012 through June 30, 2015 and adding \$100,000 for a revised total Agreement amount not to exceed \$784,000.

**SUMMARY/DISCUSSION:**

Johnson Controls provides repair and maintenance services for NMC'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.

Johnson Controls has provided maintenance and repair on the Metasys since its installation at NMC in 2006. A Sole Source Justification Form has been added to the agreement explaining that the Metasys System is a proprietary system owned by Johnson Controls. As such, Johnson Controls is the only authorized vendor for repair and maintenance with the Metasys System.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 9 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 9 as to fiscal provisions. The CAO-Budget and Analysis Division has advised to inform the BOS the spending authority (appropriations) associated with NMC's FY 2014 Adopted Budget has been exceeded and approval and authorization for modification of NMC's appropriation budget should be presented to the BOS. Since NMC is an Enterprise Fund, this does not prevent continued expenditures and is not a legal requirement, but it is considered good public policy,

transparency and fiscal management. The Amendment has also been reviewed and approved by Natividad Medical Center's Finance Committee 4.24.14 and Board of Trustees 5.2.14.

**FINANCING:**

The cost for this Amendment No. 9 is \$100,000 for a revised total Agreement amount not to exceed \$784,000. \$784,000 is included in the Fiscal Year 2014/2015 Recommended Budget. NMC is confirming its appropriations position and if its spending authority has been exceeded will return to the Board. There is no impact to the General Fund.

Prepared by: Andrea Rosenberg, Asst. Administrator of Operations and Support Services 783-2562

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment No. 9, Original Agreement, Renewal and Amendment Nos. 1, 2, 3, 4, 5 and 6, Amendment Nos. 7 and 8, Spend Sheet.

Attachments on file with the Clerk to the Boards Office



## Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-10639

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 9 to the Agreement (A-10639/MYA591) with Johnson Controls for repair and maintenance services on mechanical control systems, building automation for Heating, Ventilation, Air-Conditioning (HVAC) systems and variable frequency drives (VFD's) at NMC, extending the Agreement from March 15, 2012 through June 30, 2015 and adding \$100,000 for a revised total Agreement amount not to exceed \$784,000.

PASSED AND ADOPTED on this 24th day of June 2014, 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 77 for the meeting on June 24, 2014.

Dated: June 24, 2014  
File Number: A 14-064

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

By Denise Hancock  
Deputy

**AMENDMENT NO. 9  
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. 9 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 Renewal Amendment No. 1, on July 1, 2008 via Renewal Amendment No. 2, on July 1, 2009 via Renewal Amendment No. 3, on July 1, 2009 via Renewal Amendment No. 4, on July 1, 2010 via Renewal Amendment No. 5, on July 1, 2011 via Renewal Amendment No. 6, on July 1, 2012 via Amendment No. 7, and on July 1, 2013 via Amendment No. 8; and

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

**AGREEMENT**

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

1. Contract will continue to provide NMC with the same scope of services as stated in the original Agreement No. (A-10639).
2. Section 1. “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 \$684,000.*” and replacing it with “*The total amount payable by County to CONTRACTOR under Agreement No. (A-10639) shall not exceed the total sum of \$784,000 for the full term of the Agreement.*”
3. Section 2. TERM OF AGREEMENT” shall be amended by removing, “*The term of this Agreement is from July 1, 2006 to June 30, 2014 unless sooner terminated pursuant to this Agreement*” and replacing it with “*The term of this Agreement is July 1, 2006 to June 30, 2015 unless sooner terminated pursuant to this Agreement.*”
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal Amendment Nos. 1, 2, 3, 4, 5, 6 and Amendments Nos. 7 and 8 are unchanged and unaffected by this Amendment No. 9 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 9 and all previous amendments shall be attached to the original Agreement No. (A-10639).
6. The effective date of this Amendment No. 9 is July 1, 2014.

Amendment No.9  
Johnson Controls  
Repair and Maintenance of Various Mechanical Control Systems, Building  
Automation and Variable Frequency Driver Systems  
Natividad Medical Center  
Term: July 1, 2006 thru June 30, 2015  
Not to Exceed: \$784,000.00

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.

**Natividad Medical Center**

By: [Signature]  
Sid Cato, NMC Contracts Manager  
Kristen Aldrich

Date: 7-1-14

By: [Signature]  
Harry Weis, NMC Chief Executive Officer

Date: 7/16/14

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
Anne Brauer Brecken  
Monterey County, Deputy County Counsel

Date: April 15, 2014

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 4-17-14

**CONTRACTOR**

Contractor's Business Name\*\*\* (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date:

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date:

**\*\*\*Instructions**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

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 (two signatures required).

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 (one signature required)

Amendment 9 (KP)  
Renewal of Services Agreement

Johnson Controls  
Repair and Maintenance of Various Mechanical Control Systems,  
Building Automation and Variable Frequency Driver Systems  
Natividad Medical Center  
Term: July 1, 2006 thru June 30, 2015  
Not to Exceed: \$784,000.00

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.

**Natividad Medical Center**

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

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

By: \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Anne Brauer  
Monterey County, Deputy County Counsel

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Gary Giboney  
Monterey County Auditor/Controller's Office

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

**CONTRACTOR**

*Johnson Controls Inc*

Contractor's Business Name\*\*\* (see instructions)

*[Signature]*

Signature of Chair, President, or Vice-President

*Steve Kallan - Service Branch*  
Name and Title *manager*

Date: *4/17/14*

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

\_\_\_\_\_  
Name and Title

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

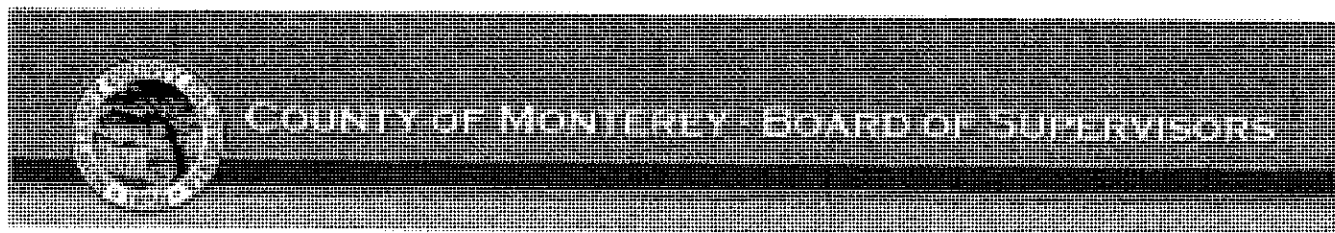
**\*\*\*Instructions**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

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 (two signatures required).

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 (one signature required)

Renewal of Services Agreement  
Johnson Controls  
Repair and Maintenance of Various Mechanical Control Systems,  
Building Automation and Variable Frequency Driver Systems  
Natividad Medical Center  
Term: July 1, 2006 thru June 30, 2015  
Not to Exceed: \$784,000.00



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 [Calendar](#)   
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[Video of Board Meetings](#)   
 [Agenda Info 2009-2012](#)

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[Details](#)   
 [Reports](#)

File #:	A 13-104	Name:	Johnson Controls Amendment #8
Type:	BoS Agreement	Status:	Consent Agenda
File created:	5/25/2013	In control:	Board of Supervisors
On agenda:	6/18/2013	Final action:	

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 8 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for HVAC Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2014 and adding \$110,000 for a revised total Agreement amount not to exceed \$684,000 in the aggregate.

**Attachments:** 1. [Johnson Controls Amendment #8.pdf](#)

[History \(0\)](#)   
 [Text](#)

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 8 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for HVAC Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2014 and adding \$110,000 for a revised total Agreement amount not to exceed \$684,000 in the aggregate.

**Report**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 8 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for HVAC Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2014 and adding \$110,000 for a revised total Agreement amount not to exceed \$684,000 in the aggregate.

**SUMMARY/DISCUSSION:**

Johnson Controls provides repair and maintenance services for NMC'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.

Johnson Controls has provided maintenance and repair on the Metasys since its installation at NMC in 2006. A Sole Source Justification Form has been added to the agreement explaining that the Metasys System is a proprietary system owned by Johnson Controls. As such, Johnson Controls is the only authorized vendor for repair and maintenance with the Metasys System.

Annual spend over the last three fiscal years are as follows:

FY 2009/10	\$70,813
FY 2010/11	\$70,000
FY 2011/12	\$98,910.28

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 8 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 8 as to fiscal provisions. The Amendment No. 8 has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment No. 8 is \$110,000 and is included in the Fiscal Year 2013/2014 Recommended Budget. There is no impact to the General Fund.

Prepared by: Ray Padilla, Interim Director of Engineering and Safety, 783-2602  
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment No. 8, Original Agreement, Amendments 1, 2, 3, 4, 5, 6, and 7  
Attachments on file with the Clerk to the Boards Office





# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-10639

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 8 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for HVAC Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2014 and adding \$110,000 for a revised total Agreement amount not to exceed \$684,000 in the aggregate.

PASSED AND ADOPTED on this 18th day of June 2013, 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 76 for the meeting on June 18, 2013.

Dated: June 28, 2013  
File Number: A 13-104

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

By *Wendie Hancock*  
Deputy

**AMENDMENT NO. 8  
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. 8 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 Renewal Amendment No. 1, on July 1, 2008 via Renewal Amendment No. 2, on July 1, 2009 via Renewal Amendment No. 3, on July 1, 2009 via Renewal Amendment No. 4, on July 1, 2010 via Renewal Amendment No. 5, on July 1, 2011 via Renewal Amendment No. 6, and on July 1, 2012 via Amendment No. 7; and

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

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

**AGREEMENT**

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA591).
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.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA591) shall not exceed the total sum of \$684,000 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 July 1, 2006 to June 30, 2014 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 No. 8 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 8 and all previous amendments shall be attached to the original Agreement (No. MYA591).
6. The effective date of this Amendment is July 1, 2013.

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.

Natividad Medical Center

By: [Signature]  
Sid Cato, NMC Contracts Manager

Date: 6-15-13

By: [Signature]  
Harry Weis, NMC Chief Executive Officer

Date: 5/8/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: May 22, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 5-22-13

Contractor

Johnson Controls, Inc  
Contractor's Business Name\*\*\* (see instructions)

[Signature]  
Signature of Chair, President, or Vice-President

Annemah R Sackman, General Manager  
Name and Title

Date: 4/18/2013

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

\_\_\_\_\_  
Name and Title

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

\*\*\*Instructions

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

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 (two signatures required).

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 (one signature required)

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 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:

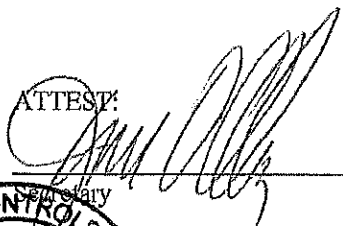
- a. the execution of surety, performance or bid bonds;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name 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.

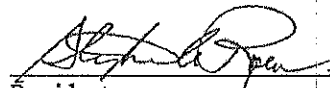
Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of this Company.

This authority shall remain in full force and effect until May 28, 2013.

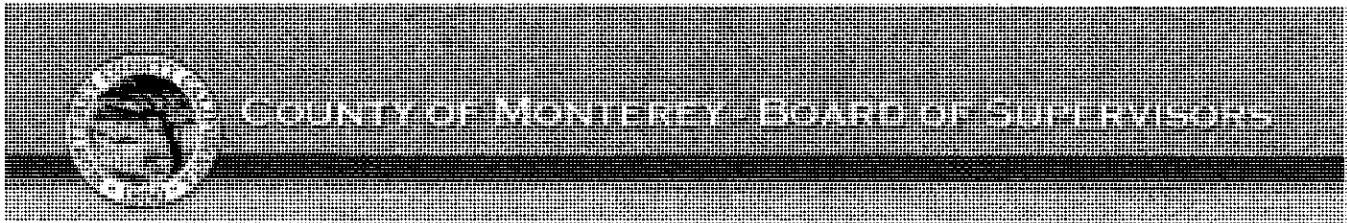
Signed at Milwaukee, Wisconsin, this 29 day of November, 2012.

ATTEST:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President





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Details      Reports

File #:	A 12-110	Version: 1	Name:	Johnson Controls Amendment #7
Type:	BoS Agreement	Status:	Consent Agenda	
File created:	5/26/2012	In control:	Board of Supervisors	
On agenda:	6/12/2012	Final action:		

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for Heating, Ventilation, Air Conditioning (HVAC) Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2013 and adding \$110,000 for a revised total Agreement amount not to exceed \$574,000 in the aggregate.

**Sponsors:** Sid Cato

**Attachments:** [Johnson Controls, Completed Board Order Item 65](#)

History (0)      Text

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for Heating, Ventilation, Air Conditioning (HVAC) Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2013 and adding \$110,000 for a revised total Agreement amount not to exceed \$574,000 in the aggregate.

**Body**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for Heating, Ventilation, Air Conditioning (HVAC) Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2013 and adding \$110,000 for a revised total Agreement amount not to exceed \$574,000 in the aggregate.

**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 /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.

Johnson Controls has provided maintenance and repair on the Metasys system since its installation at NMC in 2006. A Sole Source Justification Form has been added to the agreement this fiscal year explaining that the Metasys System is a proprietary system owned by Johnson Controls. As such, Johnson Controls is the only authorized vendor for repair and

maintenance with the Metasys System.

Annual spend over the last three fiscal years are as follows:

- \* FY 2009/10 \$62,457
- \* FY 2010/11 \$70,000
- \* FY 2011/12 \$61,959 as of May 25, 2012, on a purchase order encumbrance of \$110,000.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$110,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: James Kari, Engineering Director, 783-2602  
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, Amendments 1, 2, 3, 4, 5, 6 and 7.



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

#### Agreement No. A-10639

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 7 to the Agreement (A-10639) with Johnson Controls for Repair and Maintenance Services on Mechanical Control Systems, Building Automation for Heating, Ventilation, Air Conditioning (HVAC) Systems and Variable Frequency Drives (VFD's) at NMC, extending the Agreement to June 30, 2013 and adding \$110,000 for a revised total Agreement amount not to exceed \$574,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, 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 76 for the meeting on June 12, 2012.

Dated: July 31, 2012  
File Number: A 12-110

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

By

Deputy

**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 [Signature]

Dated 5-7-2012

Printed Name Annemari 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 [Signature]

Dated 7-31-12

Purchasing Manager

Signature [Signature]

Dated 5-15-12

NMC - CEO

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By [Signature]

Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions

[Signature]

Auditor/Controller  
County of Monterey

5-18-12

Dated: 5/17, 2012

## 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

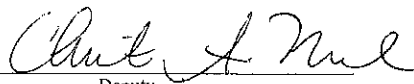
NOES: None

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   
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 \$~~460~~<sup>460</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 Ashemeri Godman

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 Saetta, Deputy  
Attorneys for County and NMC

Reviewed (as to fiscal provisions) Dated: 3/31, 2011  
*[Signature]*  
Auditor-Controller  
County of Monterey 4-4-11

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

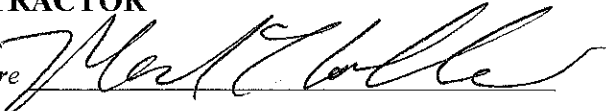
**Providing Repair and Maintenance of Various Mechanical control systems, Building Automation, and Variable  
Frequency Drivers throughout NMC.**

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 \$354,000.00 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.

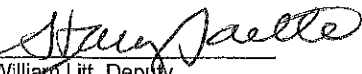
**CONTRACTOR**


Signature  Dated 4/21/10  
 Printed Name Mark Collins Title General Manager

**COUNTY OF MONTEREY**

Signature  Dated 5/5/10  
 Purchasing Manager  
 Signature  Dated 4/27/10  
 NMC - CEO

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

By   
 William Litt, Deputy  
 Attorneys for County and NMC  
Stacy Saetta

Reviewed (as to fiscal provisions) Dated: 5/5 2010  
  
 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.

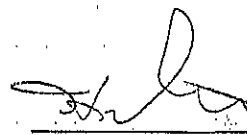
**OTHER AGENCY INVOLVEMENT:**

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.

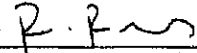
PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2009, by the following vote, to wit:

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   
 Deputy

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  
Printed Name Benjamin A. DeAsis

Dated 9/24/09  
Title Service Manager

COUNTY OF MONTEREY

Signature [Signature]  
Purchasing Manager

Dated 9/29/09

Signature [Signature]  
NMC - CEO

Dated 9/29/09

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]  
Auditor-Controller  
County of Monterey 9-30-09

**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

Dated

3/4/09

Printed Name

John Coleman

Title

GM CONSTA.

**COUNTY OF MONTEREY**

Signature

Purchasing Manager

Dated

5/28/09

Signature

NMC CEO

Dated

4/7/09

Approved as to Legal Form.

Charles J. McKee, County Counsel

By

William Litt, Deputy  
Attorneys for County and NMC

Dated:

4/17, 2009

Reviewed as to fiscal provisions

[Signature]  
Auditor-Controller  
County of Monterey

4-17-09

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

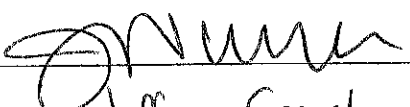
**Providing Repair and Maintenance Services of Various Mechanical Control Systems, Building Automation for HVAC  
and Variable Frequency Drives throughout NMC**

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:

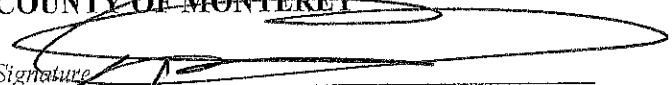
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960869340).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable 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. *mc SL*
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).

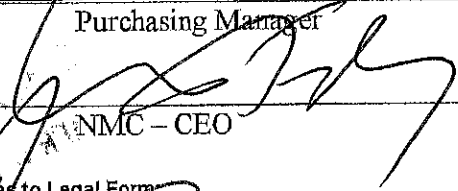
**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature  Dated 4/1/08  
 Printed Name Jeffrey Crenshaw Title General Manager

**COUNTY OF MONTEREY**

Signature  Dated 7-16-08  
 Purchasing Manager

Signature  Dated \_\_\_\_\_  
 NMC - CEO

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

By  Dated: 4/16, 2008  
 William M. Litt, Deputy Attorney General  
 Attorneys for County and NMC



(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 \_\_\_\_\_

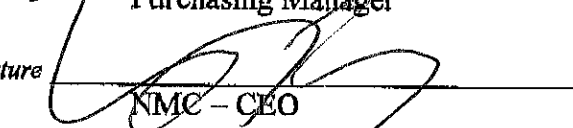
Printed Name **Johnson Controls, Inc.**  
~~John Coleman, General Manager Construction~~

Title \_\_\_\_\_

**COUNTY OF MONTEREY**

Signature   
Purchasing Manager

Dated 7-17-07

Signature   
NMC - CEO

Dated 6/3/07

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 \$ 60,000.00.

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 - SEAV. BRANCH MGR Name and Title
Address	3526 BRESKOWITZ COURT HAJDUWANO, 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: 1/18/04*  
This space is left blank, intentionally.

*Handwritten: 1/18/04*



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

JOHNSON CONTROLS, INC  
Contractor's Business Name\*

By: Andrea Rosenberg  
Department Head (if applicable)  
Date: 9-19-06

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

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

GORDON L. BULL - SEN. BRANCH MGR.  
Name and Title  
Date: 7-27-06

Approved as to Form  
By: W. Allen Bidwell  
Deputy County Counsel  
Date: 08-16-2006

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)\*  
MARIE LANE, CONT. ADMIN.  
Name and Title

Approved as to Fiscal Provisions  
By: \_\_\_\_\_  
Auditor/Controller  
Date: \_\_\_\_\_

Date: 7.27.06

RISK MANAGEMENT  
COUNTY OF MONTEREY  
Approved as to Indemnity/Insurance Language  
By: \_\_\_\_\_  
Risk Management  
Date: 8/16/06

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

\*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/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

## 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: