

**LEVERAGED PROCUREMENT AGREEMENT AMENDMENT COVERSHEET**



AGREEMENT NUMBER <b>MA-401001</b>	AMENDMENT NUMBER <b>1</b>
	FEDERAL EMPLOYER ID NUMBER <b>13-2762488</b>

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Leveraged Procurement Agreement referenced above. As set forth in the Leveraged Procurement Agreement, the term "Contractor" refers to **Siemens Industry, Inc.**, and the term "Judicial Council" (or "AOC" or "State") refers to the **Judicial Council of California**.

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2. Title of the Leveraged Procurement Agreement: **Statewide Access Systems, Video Surveillance Systems, and Maintenance Services.**

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3. The Amendment becomes effective on **October 1, 2014**.

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4. The maximum amount that the Judicial Council may pay Contractor under the Leveraged Procurement Agreement (as amended) is unchanged.

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5. The Parties agree to amend the Leveraged Procurement Agreement as follows:
  - A. The Judicial Council elects to extend the term of the Leveraged Procurement Agreement through **September 30, 2015**.
  - B. The Terms and Conditions, Section 36. Agreement Administration/Communication is hereby deleted in its entirety and replaced with the revised Terms and Conditions, Section 36. Agreement Administration/Communication attached hereto and incorporated herewith referencing the new Contractor's Point of Contact, Lawrence Hillman.

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6. Except as provided in this Amendment, all terms and conditions of the original Leveraged Procurement Agreement (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Judicial Council of California</b>	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>Siemens Industry, Inc.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stephen Saddler Manager, Business Services</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mike Kearney Sr. Director, Building Performance &amp; Sustainability</b>
DATE EXECUTED <b>9/30/14</b>	DATE EXECUTED <b>9/25/14</b>
ADDRESS <b>Attn: Finance, Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102</b>	ADDRESS <b>Attn: Lawrence Hillman 25821 Industrial Blvd. Hayward, CA 94545</b>

Approved By Legal

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**Regina A. Yuill**  
**9-25-2014**

NAME:   
**Russell DeNapoli**  
TITLE: **Director**  
DATE: **Field Finance Operations**  
**9/25/14**

Judicial Council Standard Leveraged Procurement Agreement  
**Amendment No. 1 to Master Agreement No. MA-401001 with Siemens Industry, Inc.**

**The following list includes provision(s) incorporated into Leveraged Procurement Agreement Terms and Conditions, Section 36. Agreement Administration/Communication.**

**36. AGREEMENT ADMINISTRATION/COMMUNICATION *[REVISED]***

(a) Under this Leveraged Procurement Agreement, the Judicial Council Project Manager shall monitor and evaluate the Contractor's performance. Notice to the Judicial Council must be in writing and shall be delivered to the appropriate following address by depositing in the U.S. Mail or commercial express mail, first class and pre-paid with return receipt requested:

Malcolm Franklin  
Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, CA 94102

(b) The Judicial Council Project Manager's will be the contact for each Work Order issued by the Judicial Council. Contractor shall contact the Judicial Council Project Manager regarding questions on the Work Order or payment status for Work Orders issued by the Judicial Council.

(c) The JBE placing an order with Contractor will designate a JBE representative to be the contact for each Work Order issued. Contractor shall contact the designated JBE representative regarding questions on the Work Order or payment status for any Work Orders issued by the JBE.

(c) Notice to Contractor must be in writing and shall be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Lawrence Hillman *[Revised]*  
Siemens Building Technologies, Inc.  
25821 Industrial Boulevard  
Hayward, CA 94545

(d) Notice is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

***END OF LIST***