

Agreement No. 25-70100-C00626

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

This Agreement is entered into this day April 22, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Johnson Controls, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing security and access control systems at 1500 Fashion Island Boulevard. .

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C - Johnson Control's proposal Project: **SMC – HSA Fashion Island – Access Control Additions**
April 10, 2025

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED TWENTY THOUSAND-ONE HUNDRED AND TWO DOLLARS AND EIGHTY-FOUR CENTS (\$320,102.84). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 01, 2025 to February 28, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

1. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or

(ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents

while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds

two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Job Tamanaha -Facilities Project Manager
Address: 40 Tower Rd, Dock D, San Mateo, CA 94402
Telephone: 650-312-5554
Email: jtamanaha@smcgov.org

In the case of Contractor, to:

Name/Title: Robert Rogers – Branch Service Manager
Address: 6952 Preston Ave., Livermore, CA 94577
Telephone: 916-936-6736
Email: robert.alan.rogers@jci.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage

reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

20. Intellectual Property

20.1. Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, first created exclusively for County (and not related to Contractor's business in general) in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby

assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

21. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Johnson Controls, Inc.

DocuSigned by:



6DECFE0DAB35415...
Contractor Signature

4/11/2025

Date

Robert Rogers

Contractor Name (please print)

COUNTY OF SAN MATEO

By:



Resolution No. 081096

President, Board of Supervisors, San Mateo County

Date: April 22, 2025

ATTEST:

By:



Clerk of Said Board

Exhibit A – Services

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

- 1) Project Location: San Mateo Human Services Agency, 1500 Fashion Island, Foster City, Ca 94404
- 2) Installation of Access Controls System, Intrusion Alarm System, and Panic Button System.
- 3) Services to Include
 - a) 1st Floor Access Control Additions
 - i) In the 1st Floor IDF:
 - (1) JCI to install (1) 16-Door Access Control Panel/Unified Power Solution w/ (3) backup batteries.
 - (2) ADD ALT #2 – Intrusion Alarm Devices – JCI to install (1) Intrusion Alarm Panel w/ Power Supply w/ (4) backup batteries.
 - ii) ADD ALT #2 – Intrusion Alarm Devices – JCI to provide and install (2) intrusion alarm keypads HSA-directed locations.
 - iii) At (7) doors, JCI to provide and install:
 - (1) (1) Multiclass Card Reader
 - (2) (1) Double Pole Double Throw Door Status Contact
 - (3) (1) Request to Exit Device
 - (4) (1) Electrified Locking Hardware package
 - (5) Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm Cabling required to run back to 1st Floor IDF.
 - iv) At (7) doors, JCI to provide and install:
 - (1) (1) Multiclass Card Reader
 - (2) (1) Double Pole Double Throw Door Status Contact
 - (3) (1) Request to Exit Device
 - (4) Utilize EXISTING Electrified Locking Hardware
 - (5) Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm Cabling required to run back to 1st Floor IDF.
 - ii) ADD ALT #1 – Elevator Access Control – JCI to provide and install (1) Elevator Control Panel with Output Boards. JCI to provide and configure (1) card reader tied into the elevator call buttons. Installation and cabling provided and installed by elevator contractor/others due to regulatory requirements surrounding elevator control equipment installation.
 - b) 2nd and 3rd Floor Access Controls Additions
 - i) In the 2nd Floor IDF:
 - ii) JCI to install (1) 16-Door Access Control Panel/Unified Power Solution w/ (3) backup batteries.
 - iii) ADD ALT #2 – Intrusion Alarm Devices – JCI to install (1) Intrusion Power Supply w/ (2) backup batteries and (1) Expansion Module.
 - c) In the 3rd Floor IDF:
 - i) ADD ALT #2 - Intrusion Alarm Devices – JCI to install (1) Intrusion Power Supply w/ (2) backup batteries and (1) Expansion Module.
 - d) At (13) Doors, JCI to provide and install:
 - (1) 1) Multiclass Card Reader
 - (2) (1) Double Pole Double Throw Door Status Contact

- (3) (1) Request to Exit Device
- (4) (1) Electrified Locking Hardware package
- (5) Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm Cabling required to run back to 1st Floor IDF.
- e) At (3) Doors, JCI to provide and install
 - i) (1) Multiclass Card Reader
 - ii) (1) Double Pole Double Throw Door Status Contact
 - iii) (1) Request to Exit Device
 - iv) Utilize EXISTING Electrified Locking Hardware
 - v) Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm Cabling required to run back to 1st Floor IDF.

4) Bill of Material

a) Access Control Additions BOM

QTY	Description	Part Number
2	16-Door unified power solution enclosure	TROVE3JC3
2	Power supply charger, single output, 12/24VDC @ 6A, 115VAC, Board	AL600ULXB
2	Power Supply Charger, Single Fused Output, 24VDC @ 10A, 115VAC, Board	AL1024ULXB2
4	Access Power Controller, 8 Fused Relay Outputs, FAI, Board	ACM8
2	8-Port RS485 Repeater	MHUBX8
4	17.5" Din Rail Bracket	17.5"DIN RAIL
6	12v 7aH Backup Batteries	BT126
2	Intelligent Controller	CK721-A
4	8-Door Interface Board	S300-DIN-RDR8S
30	Multiclass Card Reader	HID-RP40
34	Double Pole Double Throw Door Contacts	1076CD-N
30	Request-to-Exit Device	DS-160
20	Electrified Locking Hardware	EL-ES-PACKAGE1

b) Add Alt #1 – Elevator Access Control BOM

Qty	Description	Part Number
1	Small Expansion Enclosure	S300-DIN-S
1	2-Door Controller	S300-DIN-RDR2SA
1	8-Input and 4-Output Boards	S300-DIN-I8O4
1	Power Supply, 24VDC	S300-DIN-L-PS
2	Battery Bracket	S300-DIN-BRK
1	P2000 Enclosure Accessory Kit	S300-DIN-PA1
2	12v 7aH Backup Batteries	BT126

c) Access Control Additions BOM

QTY	Description	Part Number
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1	Intrusion Alarm Panel	B8512G-CP
3	Popex Expansion Module	B299
34	Popit Module	D9127U
3	Intrusion Alarm Power Supply	B520-C
6	Backup Batteries	BT126
2	Intrusion Alarm Keypad	B930

5) Right to Modify

The County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation.

6) Exclusions & Clarifications

- a) Network Connection to be provided by others.
- b) Contractor will provide acceptance testing on each device with customer, for final sign off.
- c) 120V Power at electrical closet location provided by others
- d) All work to be during business hours Monday – Friday 07:00 A.M. to 4:00 P.M.

7) Warranty

Contractor warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Contractor. for a period of one (1) year from installation. Contractor warrants that for equipment furnished and or installed but not manufactured by Johnson, Contractor will extend the same warranty terms and conditions which Contractor receives from the manufacturer of said equipment, For equipment installed by Contractor, if Purchaser provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment. For equipment not installed by Contractor, if Purchaser returns the defective equipment to Contractor within thirty (30) days after appearance or discovery of such defect, Contractor shall, at its option. repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Contractor shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Exhibit B -Payments and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1) Maximum Obligation

The Maximum aggregate amount payable by County to the Contractor shall not exceed THREE HUNDRED TWENTY THOUSAND AND ONE HUNDRED TWO DOLLARS AND EIGHTY-FOUR CENTS (\$320,102.84).

2) Invoice

Contractor shall invoice County for one lump sum upon completion of services shown in Exhibit A.

a) Contractor will submit an (itemized) invoice that includes, at a minimum, the following:

- i) Vendor Address
- ii) HSA Administrative Address: 500 County Center Level 2, Redwood City, CA 94063
- iii) Remit payment address
- iv) Agreement Number
- v) Description of service
- vi) Cost of service

b) Contractor will submit invoice electronically to:

- i) HSA_Facilities_and_Records@smcgov.org

2) Rates

a) Access Control Additions

Item	Description	Price
Material	See Bill of Material (Exhibit A)	\$84,016
Material Tax	9.65%	\$8,086.54
Project Manager	40 hours @ \$250/hour	\$10,000
Security Integration Engineer	40 hours @ \$225/hour	\$9,000
Security Technician/ Installer	432 hours @ \$200/hour	\$84,400
Security Investment		\$197,502.54

b) Add Alt #1 -Elevator Access Control

Item	Description	Price
Material	See Bill of Material (Exhibit A)	\$5,894
Material Tax	9.25%	\$567.30
Security Integration Engineer	40 hours @ \$225/hour	\$1,800
Security Technician	8 hours @ \$200/hour	\$1,600

Security Investment	\$9,861.30
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c) Add Alt #2 Intrusion Alarm Device

Item	Description	Price
Material	See Bill of Material (Exhibit A)	\$5,600
Material Tax	9.25%	\$539
Security Integration Engineer	8 hours @ \$225/hour	\$1,800
Security Technician	24 hours @ \$200/hour	\$4,800
Security Investment		\$12,739

3) Contingency funding

This agreement includes contingency funding in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) to cover any unanticipated costs to complete services under this agreement. The Contractor is not entitled to these funds. Any services exceeding the initial program/project costs must be approved in advance by the County in writing.

Exhibit C - Johnson Control's proposal #

San Mateo County

4/10/2025

Attn: Karyn Collins

650-216-8843

kcollins@smcgov.org

Project: **SMC – HSA Fashion Island – Access Control Additions**

Thank you once again, for the opportunity to meet your building service needs and for the confidence you have placed in us. You are a valued customer of Johnson Controls, Inc. Our goal is your complete satisfaction. Please call on us whenever we can be of further assistance.

Per your submitted Project Intake form and JCI's site survey of the location in which we identified the requested scope of work incorporated within this project, I am respectfully enclosing the following proposal, costing breakdown, and project information.

22. Proposed Services Include:

- **1st Floor Access Control Additions**
 - In the 1st Floor IDF:
 - JCI to install (1) 16-Door Access Control Panel/Unified Power Solution w/ (3) backup batteries.
 - **ADD ALT #2 – Intrusion Alarm Devices** – JCI to install (1) Intrusion Alarm Panel w/ Power Supply w/ (4) backup batteries.
 - **ADD ALT #2 – Intrusion Alarm Devices** – JCI to provide and install (2) intrusion alarm keypads at HSA-directed locations.
 - At (7) Doors, JCI to provide and install:
 - (1) Multiclass Card Reader
 - (1) Double Pole Double Throw Door Status Contact
 - (1) Request to Exit Device
 - (1) Electrified Locking Hardware Package
 - Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm cabling required to be run back to 1st Floor IDF.
 - At (7) Doors, JCI to provide and install:
 - (1) Multiclass Card Reader
 - (1) Double Pole Double Throw Door Status Contact
 - (1) Request to Exit Device
 - Utilize EXISTING Electrified Locking Hardware.
 - Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm cabling required to be run back to 1st Floor IDF.
 - **Add Alt #1 – Elevator Access Control** - JCI to provide and install (1) Elevator Control Panel with Output Boards. JCI to provide and configure (1) card reader tied into the elevator call buttons.

Installation and cabling provided and installed by elevator contractor/others due to regulatory requirements surrounding elevator control equipment installation.

- **2nd and 3rd Floor Access Control Additions**
 - In the 2nd Floor IDF:
 - JCI to install (1) 16-Door Access Control Panel/Unified Power Solution w/ (3) backup batteries.
 - **ADD ALT #2 – Intrusion Alarm Devices** – JCI to install (1) Intrusion Power Supply w/ (2) backup batteries and (1) Expansion Module.
 - In the 3rd Floor IDF:
 - **ADD ALT #2 – Intrusion Alarm Devices** – JCI to install (1) Intrusion Power Supply w/ (2) backup batteries and (1) Expansion Module.
- At (13) Doors, JCI to provide and install:
 - (1) Multiclass Card Reader
 - (1) Double Pole Double Throw Door Status Contact
 - (1) Request to Exit Device
 - (1) Electrified Locking Hardware Package
 - Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm cabling required to be run back to 1st Floor IDF.
- At (3) Doors, JCI to provide and install:
 - (1) Multiclass Card Reader
 - (1) Double Pole Double Throw Door Status Contact
 - (1) Request to Exit Device
 - Utilize EXISTING Electrified Locking Hardware.
 - Cabling provided and installed by others. Access Control Composite Cabling and Intrusion Alarm cabling required to be run back to 1st Floor IDF.

23. Bill of Material:

Access Control Additions BOM:

Qty.	Description	Part Number
2	16-Door Unified Power Solution Enclosure	TROVE3JC3
2	Power Supply Charger, Single Output, 12/24VDC @ 6A, 115VAC, Board	AL600ULXB
2	Power Supply Charger, Single Fused Output, 24VDC @ 10A, 115VAC, Board	AL1024ULXB2
4	Access Power Controller, 8 Fused Relay Outputs, FAI, Board	ACM8
2	8-Port RS485 Repeater	MHUBX8
4	17.5" Din Rail Bracket	17.5"DIN RAIL
6	12v 7aH Backup Batteries	BT126
2	Intelligent Controller	CK721-A
4	8-Door Interface Board	S300-DIN-RDR8S
30	Multiclass Card Reader	HID-RP40
34	Double Pole Double Throw Door Contacts	1076CD-N

30	Request-to-Exit Device	DS-160
20	Electrified Locking Hardware	EL-ES-PACKAGE1

Add Alt #1 – Elevator Access Control BOM:

Qty.	Description	Part Number
1	Small Expansion Enclosure	S300-DIN-S
1	2-Door Controller	S300-DIN-RDR2SA
1	8-Input and 4-Output Boards	S300-DIN-I8O4
1	Power Supply, 24VDC	S300-DIN-L-PS
2	Battery Bracket	S300-DIN-BRK
1	P2000 Enclosure Accessory Kit	S300-DIN-PA1
2	12v 7aH Backup Batteries	BT126
1	Multiclass Card Reader	HID-RP40

Access Control Additions BOM:

Qty.	Description	Part Number
1	Intrusion Alarm Panel	B8512G-CP
3	Popex Expansion Module	B299
34	Popit Module	D9127U
3	Intrusion Alarm Power Supply	B520-C
6	Backup Batteries	BT126
2	Intrusion Alarm Keypad	B930

24. Exclusions & Clarifications:

- 1) Network connection to be provided by others.
- 2) JCI will provide acceptance testing on each device with customer, for final sign off.
- 3) 120V Power at electrical closet location provided by others
- 4) All work to be during business hours Monday – Friday 07:00 A.M. to 4:00 P.M.

25.

26. Investment Information

Access Control Additions:

Material.....\$84,016.00

Material Tax (9.625%).....\$8,086.54

Project Manager (40 hours @ \$250/hour)	\$10,000.00
Security Integration Engineer (40 hours @ \$225/hour)	\$9,000.00
<u>Security Technician/Installer (432 hours @ \$200/hour)</u>	<u>\$86,400.00</u>
Security Investment	\$197,502.54

I. Initial to approve:

.....

Add Alt #1 – Elevator Access Control:

Material	\$5,894.00
Material Tax (9.25%)	\$567.30
Security Integration Engineer (8 hours @ \$225/hour)	\$1,800.00
<u>Security Technician (8 hours @ \$200/hour)</u>	<u>\$1,600.00</u>
Security Investment	\$9,861.30

II. Initial to approve:

.....

Add Alt #2 – Intrusion Alarm Devices:

Material	\$5,600.00
Material Tax (9.25%)	\$539.00
Security Integration Engineer (8 hours @ \$225/hour)	\$1,800.00
<u>Security Technician (24 hours @ \$200/hour)</u>	<u>\$4,800.00</u>
Security Investment	\$12,739.00

III. Initial to approve:

.....

27. Authorization to Proceed

Johnson Controls, Inc.	San Mateo County
6952 Preston Ave.,	Fashion Island HSA
Livermore, CA 94577	Access Control Additions

Seller	Johnson Controls, Inc.	Buyer	
By	Andrew Aguero	Lot Sum	\$
Title	Account Executive - BSNA	Title	
Date	4/10/2025	Date	

Our goal is to be your partner through the process and allocate the necessary resources and coordinate with you to insure that we are in compliance with all your needs, including schedule requirements. We look forward to continuing our partnership.

Sincerely,



Andrew Aguero
Account Executive
Systems & Services – North America

Johnson Controls, Inc.
San Francisco | Bay Area
Mobile : 510-600-5175
Fax : 510-780-7711
Email : Andrew.n.aguero@jci.com

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement **an advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment, For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.