

Agreement No. Resolution No. 080442

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Johnson Controls, Inc.

This Agreement is entered into this Monday, July 1, 2024, 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 Access Control System Maintenance.

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

1. 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.

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--Covered Equipment List

Exhibit D--Preventive Maintenance Schedule

Exhibit E--Service Site Breakdown

Attachment I--504 Rehabilitation Act of 1973

Attachment J--Vendor/Contractor Access Policy

2. 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 Four Hundred Seventy Five Thousand Two Hundred Seventy and 00/00 Dollars (\$475,270.00). 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Monday, July 1, 2024 through Monday, June 30, 2025 and with a 1-year option to extend.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Insurance

9.1. 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.

9.2. 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.

9.3. 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.

10. 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.

11. Non-Discrimination and Other Requirements

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: Wilson Wong/IT Manager
Address: 555 County Center, Redwood City, CA, 94063
Telephone: (650) 599-1429
Email: wwwong@smcgov.org

In the case of Contractor, to:

Name/Title: Andrew Aguero/Account Executive
Address: 1615 Alvarado St. San Leandro, CA. 94577
Telephone: 510-600-5175
Email: Andrew.n.aguero@jci.com

17. 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.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

19. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll

records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

20. Additional Technology Terms and Conditions

20.1. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

21. Rehabilitation Act of 1973

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

22. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and applicable PREA Standards including but not limited to those regarding preventing, reporting, monitoring, and eradicating any form of sexual abuse within

San Mateo County Sheriff's Office Facilities/Programs /Offices owned, operated or contracted. Failure to comply with PREA, including PREA Standards and related San Mateo County Sheriff's Office Policies, may result in termination of the contract.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Johnson Controls, Inc.

DocuSigned by: <i>Matthew Thomas</i> E526B4DA3A5A465...	4/15/2024	Matthew Thomas
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 080442
 President, Board of Supervisors, San Mateo County

Date: June 11, 2024

ATTEST:

By: 
 Clerk of Said Board

Exhibit A

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

Contractor shall provide Access Control System Maintenance services to the County. Contractor shall provide onsite preventative maintenance and inspections on locations identified in the attached **Exhibit E**. Contractor shall coordinate with Facility Managers or their designee to perform preventative maintenance according to the schedule outlined in the attached **Exhibit D**.

Contractor shall provide the required scope of work as outlined in **Exhibit C** "Covered Equipment List", which specifies the service breakdown including inspection, testing, and maintenance for all the buildings including:

- **Type of Systems:** Access Control, Burglar/Intrusion, CCTV, Intercom
- **Services:** Basic Coverage and Premium Coverage
- **Security System Assurance Services:**
 - Basic Coverage includes all Scheduled Services to all the systems as listed in the **Exhibit C** which includes testing and inspection, preventative maintenance and preventative materials, account representative services, telephone assistance, SSA-Software and Labor support.
 - Premium Coverage includes:
 - Repair Labor – During Contractor's normal working hours (7am-4pm), Contractor shall provide the Site Repair Labor as required to restore covered equipment to operating condition following an equipment failure.
 - Repair Materials – Contractor shall replace or repair failed or defective parts as required to restore covered equipment to operating condition, following an Equipment Failure
- **Extended Service Option:** 24 by 7 extended services – Contractor shall provide on-site response 24 hours a day, 7 days a week (including Holidays). All County facilities are covered under the "Premium Coverage + Extended Service Option" (24 x 7 extended service).
- **Equipment:** Contractor shall provide onsite preventative maintenance and inspection of equipment during the scheduled service dates and effective term. The testing shall be completed via diagnostic tools inherent to the systems as well as the functional application. The inspection shall determine if the systems are functioning properly and operating according to the manufacturer's requirements. The equipment shall also be checked for damage, misalignment, and proper connections. If a problem is detected during the inspection it shall be immediately documented and corrected based on the terms of the agreement.
- **Emergency Response Services:** Contractor shall provide telephone response within two (2) hours and shall provide onsite response within four (4) hours. Non-emergency calls, as mutually determined by County and Contractor shall be scheduled for the next business day. Contractor defines business hours as 7:00am to 4:00pm, Monday thru Friday, excluding Holidays.
- **Documentation:** Contractor shall document each on-line and on-site service call and furnish a copy, with each invoice, showing time, date, and a brief description of activity. Work Orders for

on-site system preventative maintenance shall list the inspection date, individual to report to, equipment identification, equipment location, work to be performed and any special instructions. All documentation shall be stored on an on-site service log.

- **Maintained Components:**

- Access Control System:
 - Security Management System Software
 - Network Control Panels and Modules
 - Power Supplies, Batteries
 - Access Controls and Monitored Doors
- Video/Closed Circuit Television
 - Network Video Servers/Storage
 - Video Surveillance System Software
 - Video Power Supplies
 - Video IP Cameras, Domes-Interior and Exterior, Pan-Tilt-Zoom (PTZ) Cameras
- Intrusion Detection/Burglar Alarm System
 - Intrusion Control Panels and Modules
 - Power Supplies and Batteries
 - Intrusion Detection Field Devices

- **Scheduled Services included in Basic Coverage:**

- Contractor shall provide a service technician during/on a standard business hour basis to fulfill the required access control and video security system service including preventative maintenance at all buildings.
- Scheduling shall consider specific facility requirements, seasonal considerations, and compliance with codes. All covered equipment is serviced as determined in the Agreement once each year, unless otherwise noted.

- **Inspection and Testing:**

- Contractor shall inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. Contractor shall advise County if Contractor finds any Covered Equipment not in working order or in need of repair. With the County's approval, Contractor shall perform the work necessary to put the Covered Equipment in proper working condition subject to the terms and conditions of this Agreement. This work shall be done at Contractor's standard fee for parts and labor in effect at that time. If the County does not want Contractor to do the work identified by Contractor to do the work identified by Contractor, or if the County does not have the work done, the equipment shall be removed from the list of Covered Equipment and the price of this Agreement shall then be adjusted.

Contractor shall provide a functional test and inspection of the Access Control P2000 Security Management System "SMS" and Closed-Circuit Television "CCTV" System equipment during the scheduled service dates. The testing shall be completed via diagnostic tools inherent to the system(s) as well as the functional application. The inspection shall determine if the system is functioning properly, and operating according to the manufacturer's requirements. The equipment shall also be checked for damage, misalignment, and proper connections. If a problem is detected during the inspection, it shall be immediately documented and corrected. County hereby authorizes Contractor to make required inspections, tests, and repairs to the System. Contractor shall provide notice to the County of such repairs as necessary.

- **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. Labor that is provided by Contractor to install said equipment is also included for the period of (1) year from delivery and installation of said equipment. Contractor warrants that for equipment furnished and or installed but not manufactured by Contractor, Contractor shall extend the same warranty terms and conditions which Contractor receives from the manufacturer of said equipment, For equipment installed by Contractor, if County 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 County 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 County. All transportation charges incurred in connection with the warranty for equipment not installed by Contractor shall be borne by County. These warranties do not extend to any equipment which have been repaired by others, abused, altered, or misused, or which have 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.

The Contractor shall arrange with the Facilities Services Manager or their designee times to access the facility to complete services prior to work commencing. Contractor staff may be required to check-in and notify on-site staff prior to work commencing.

Contractor staff may be required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Contractor staff shall follow the directions provided by the Deputy Director of Facilities or his designee to complete this process and shall not begin work in a County facility until they have been officially notified in writing by the Deputy Director of Facilities that they have received background clearance.

Contractor understands that the County reserves the right to have Contractor personnel removed from work under their contract agreement.

Additional services outside of those described in Exhibit A must be authorized by the County's representative in writing prior to commencing work.

Exhibit B

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:

<u>Service Time</u>	<u>When Applicable</u>	<u>Hourly Rate</u>
Business Hours	Monday-Friday 7:00am-4:00pm	\$250.00
After Hours	Monday-Friday 4:00pm-7:00am/Saturday	\$375.00
Sunday/Holiday	Sunday and all Holidays	\$500.00

2024 Holidays Defined:

January 1	New Year's Day
January 15	Martin Luther King, Jr. Day
May 27	Memorial Day
July 4	Independence Day
September 2	Labor Day
November 28-29	Thanksgiving Day
December 24-26	Christmas Holiday
December 31	New Year's Eve

2025 Holidays Defined:

January 1	New Year's Day
January 20	Martin Luther King, Jr. Day
May 26	Memorial Day
July 4-5	Independence Day
September 1	Labor Day
November 27-28	Thanksgiving Day
December 25-26	Christmas Holiday
December 31	New Year's Eve

2026 Holidays Defined:

January 1	New Year's Day
January 19	Martin Luther King, Jr. Day
May 25	Memorial Day
July 3	Independence Day
September 7	Labor Day
November 26-27	Thanksgiving Day
December 25-26	Christmas Holiday
December 31	New Year's Eve

Any labor performed on equipment or services outside of this contract's Equipment list or Terms and Conditions are charged at Contractor's current billing rate. Prior Written Approval from County's authorized representative is required before any additional labor is performed that is not covered by this contract. The County shall receive 10 Percent off labor rates for additional labor requests.

Contractor shall be paid by semi-annual payments according to the schedule below and shall identify this Agreement's Resolution Number on invoices. Sheriff's Office shall be provided with a separate invoice for maintenance at its correctional facilities. For any non-covered maintenance that results in a charge to the

County, Contractor shall provide the County a detailed invoice that clearly separates parts, and labor and provides sufficient detail so that the County can understand the nature of the work performed.

Invoice Amounts and Dates

- \$237,635.00: Invoiced by November 1, 2024
- \$237,635.00: Invoiced by May 1, 2025

Each invoice shall include the following:

- Agreement Number
- The net amount for which payment is due

Charges for work performed by the Contractor not authorized in writing by the Director of Public Works or the Director's designee shall not be paid for by the County. Any invoices not related to the Scope of Work as described in Exhibit A and not authorized by the Director of Public Works or the Director's designee shall not be paid by the Department of Public Works under this Contract.

Contractor shall comply with prevailing wage laws as determined by the Department of Industrial Relations.

In any event, the total payment for services of Contractor shall not exceed \$475,270.00, and the County shall have the right to withhold payment if the County determines that the quantity and/ or quality of the work performed is unacceptable.

Remit invoices to:

Department of Public Works – Accounting Unit
555 County Center, 5th Floor
Redwood City, CA 94063
Email: dpw_accounting@smcgov.org

EXHIBIT C

Covered Equipment List

County of San Mateo	Basic Coverage							Premium Coverage			
	Scheduled Services							Repair Labor	Repair Materials	Extended Service 24/5	Extended Service 24/7
Description	Test & Inspect	Preventative Maintenance	Preventative Materials	Account Representative	Telephone Assistance	SSA-Software Support	SSA-Labor Support				
Access Control & Intrusion Systems:											
Server Computers w/ P2000 Access Control Software	x	x	x	x	x	x	x	x	x		x
Computer Workstations w/vP2000 Workstation Software	x	x	x	x	x	x	x	x	x		x
Parallel Printers, 132 and UPS	x	x	x	x	x	x	x	x	x		x
Video Imaging Computer Workstations w/ VI Software	x	x	x	x	x	x	x	x	x		x
Video Imaging Access Card Printers w/ Badging Camera	x	x	x	x	x	x	x	x	x		x
Network Access Control Panels w/ PS-Battery-Tamper	x	x	x	x	x	x	x	x	x		x
Auxilliary Power, Expansion Enclosures	x	x	x	x	x	x	x	x	x		x
Input/Output Modules	x	x	x	x	x	x	x	x	x		x
Reader Interface Modules	x	x	x	x	x	x	x	x	x		x
Smart Terminal interface, Interface CK7xx to STI	x	x	x	x	x	x	x	x	x		x
Card Reader Access Control Doors w/ RDR, REX, Contact	x	x	x	x	x	x	x	x	x		x
Large Card Reader	x	x	x	x	x	x	x	x	x		x
IDS Control Panel, Intrusion T&I, Output Modules, Encoder Modules, Radio Transmitters	x	x	x	x	x	x	x	x	x		x
Master Intercom, Door Station, Door Relay, Emergency Call Stations & Control	x	x	x	x	x	x	x	x	x		x
Local Audible Alarms	x	x	x	x	x	x	x	x	x		x
Motion Sensors	x	x	x	x	x	x	x	x	x		x
Duress Push Buttons	x	x	x	x	x	x	x	x	x		x
Intrusion Keypads	x	x	x	x	x	x	x	x	x		x
Wireless Receivers	x	x	x	x	x	x	x	x	x		x
Alarm Strobes	x	x	x	x	x	x	x	x	x		x
Wireless Duress Buttons	x	x	x	x	x	x	x	x	x		x
Standby Batteries	x	x	x	x	x	x	x	x	x		x

	Basic Coverage	Premium Coverage
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County of San Mateo	Scheduled Services										
	Test & Inspect	Preventative Maintenance	Preventative Materials	Account Representative	Telephone Assistance	SSA-Software Support	SSA-Labor Support	Repair Labor	Repair Materials	Extended Service 24/5	Extended Service 24/7
Description											
Security Video Systems											
Video System Workstations w/ Remote Video Surveillance Software	x	x	x	x	x	x	x	x	x		x
Network Video Recorders	x	x	x	x	x	x	x	x	x		x
Video Surveillance Servers	x	x	x	x	x	x	x	x	x		x
Network Storage Arrays	x	x	x	x	x	x	x	x	x		x
Video Surveillance Monitors	x	x	x	x	x	x	x	x	x		x
Matrix Switch w/ 8 inputs	x	x	x	x	x	x	x	x	x		x
Pan/tilt/zoom Controls, Pan/tilt Devices	x	x	x	x	x	x	x	x	x		x
Multi-Camera Power Supplies	x	x	x	x	x	x	x	x	x		x
Analog and IP Cameras w/ Lens & Housings, Interior & Exterior	x	x	x	x	x	x	x	x	x		x
PTZ Cameras	x	x	x	x	x	x	x	x	x		x
Milestone Server and Camera Software	x	x	x	x	x	x	x	x	x		x
PoE Switches	x	x	x	x	x	x	x	x	x		x

ATTACHMENT I**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Matt Thomas

Name of Contractor(s): Johnson Controls Inc

Street Address or P.O. Box: 1615 Alavarado St,

City, State, Zip Code: San Leandro, CA 94577

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:

Matthew Thomas

E526B4DA3A5A465...

Title of Authorized Official:

Market General Manager

Date:

4/15/2024

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO



Vendor/Contractor Access Policy

Policy Update: 10/22/2018

Overview

Vendors/Contractors play an important role in the support of hardware and software management for San Mateo County. They may be required to access, configure, maintain, and provide emergency support for systems. As a result, the vendor/contractor can be exposed to sensitive data or the need to connect to the County's network may expose the County to unwanted virus or security threats.

Policy Purpose

The purpose of this policy is to establish rules and responsibilities for the vendors/contractors who require not only physical access but also access to the County's network and information resources. This policy is intended to minimize potential exposure from damages and to mitigate any liability to the County as a result of unauthorized use.

Scope

This policy applies to all vendors/contractors who require access to County facilities as well as access to the County's network using non-County owned computing devices to perform work on behalf of the County. This policy also applies to all portable computers (laptops) and portable computing devices (devices that have similar hardware and software components used in personal computers such as a tablet PC).

Policy

Vendor/contractors shall:

- A. Only use information and systems for the purpose of the business agreement with County and any information acquired in the course of the agreement shall not be used for personal purposes or divulged to others.
- B. All contractors and vendors contracting with the County shall provide a list of its employees that require access to the County's system and data pursuant to the agreement
 1. The list shall be updated and provided to the Departments and Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
- C. Safeguard all County data by:
 1. Utilizing data encryption to protect information on computing devices.
 2. Securing the computing device at all times; especially if the device is left unattended for any length of time.

3. Implementing precautions to prevent others from viewing on-screen data in public areas.
 4. Notifying the County immediately if the mobile device containing County data or used in the performance of County activities is lost or stolen.
 5. Not downloading, uploading, or maintaining, on a computing device, any information that is considered sensitive without authorization of his/her Project Manager or Department Head or his/her designee.
- D. Vendor/contractor shall use unique accounts and password management that complies with the County's Information Technology (IT) Security Policy.
1. All passwords and accounts shall be unique to the vendor/contractor and shall not be shared.
- E. Vendor/Contractor shall take reasonable steps to protect against the installation of unlicensed or malicious software.
1. All commercial software installed must have a valid license and that the terms, conditions, and copyright laws shall be strictly followed.
- F. All County-owned software installed on the computing device must be removed when the vendor/contractor services are terminated.
1. Upon termination of work, the vendor/contractor shall return or destroy all County information and data as well as provide written certification of that return or destruction within 24 hours.
- G. Remote access rules and procedures shall be strictly adhered to.
1. Remote access usage must be confined to provide support for County systems; personal use shall be strictly prohibited.
- H. In the event that a vendor/contractor disposes of a computing device containing County's confidential information and/or data, the device must be sanitized in such a way that does not allow for the retrieval of data and by Department of Defense (DOD) standards.
1. Alternatively, computing devices may be physically destroyed by a method that leaves the device's data unrecoverable.
- I. Vendor/contractor understands that its written security protocols for County-related business shall be available for inspection by the County upon request.
1. For the period that the computing device is on the County's network, there is no expectation of privacy with regard to the contents of the device despite the fact that it is a privately-owned equipment.
- J. Vendors/contractors must wear visible identification and if issued a County cardkey, the cardkey must be visible at all times. Use of another individual's cardkey is expressly prohibited.
- K. Vendor/Contractor access to County data center(s) must be authorized and approved in writing by the Chief Information Officer (CIO) or his/her designee.

Responsibilities

The vendor/contractor will be responsible for assuring that anti-virus software, with scanning and update services be applied, is installed on its computing device used for County business and that the anti-virus software meets the requirements as set forth in the County's IT Security Policy and the Virus, Patch, and Vulnerability Management Policy. Vendor must also ensure that all computing devices have operating system security patches installed and are updated on a regular basis.

Additionally, computing devices, such as laptops and/or tablets, must include an approved encryption program with configuration that meets or exceeds the County's IT Security Policy.

Vendor/Contractor device(s) may connect directly to the County network with express written approval from the CIO or his/her designee. The Vendor/Contractor must verify to the County that the device(s) have been patched, virus protected, and encrypted. Vendors using devices without approved software and encryption will not be permitted to connect to the County's network.

It is also the responsibility of the vendor/contractor to be familiar with the following policies to ensure its adherence:

- IT Security Policy
- Internet Usage Policy
- Email Policy (if applicable)
- Virus, Patch, and Vulnerability Management Policy
- Data Center Policy

Policy Enforcement

The Director of ISD (CIO) is the policy administrator for information technology resources and will ensure this process is followed. Additionally, Division Directors, Department Heads, and managers are responsible for compliance with County policy within their respective administrative areas.

Those vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

Revision History

Effective Date	Changes Made
November 1, 2004	Policy established
October 22, 2018	Policy updated

Certificate Of Completion

Envelope Id: 80403DED50C84AB797FA9B1D8ED86F98	Status: Completed
Subject: Complete with DocuSign: Contractor_Letter_5-4-22_js.pdf, Johnson Controls Contract 2024.pdf	
Source Envelope:	
Document Pages: 25	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Heather Oda hmoda@smcgov.org
Enveloped Stamping: Enabled	IP Address: 136.226.78.111
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	


Record Tracking

Status: Original 4/10/2024 9:51:00 AM	Holder: Heather Oda hmoda@smcgov.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO San Mateo County - Public Works	Location: DocuSign

Signer Events

Matthew Thomas
matthew.2.thomas@jci.com
Market Director and General Manager
X
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

E526B4DA3A5A465...
Signature Adoption: Pre-selected Style
Using IP Address: 73.162.122.37

Timestamp

Sent: 4/15/2024 1:30:48 PM
Viewed: 4/15/2024 1:52:39 PM
Signed: 4/15/2024 1:52:44 PM

Electronic Record and Signature Disclosure:
Accepted: 4/15/2024 1:52:39 PM
ID: 24ead5e4-3360-4e75-abc3-88424045d062

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrew Aguero Andrew.n.aguero@jci.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/10/2024 10:01:30 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/10/2024 10:00:38 AM
ID: b3a2ed31-944f-4f01-ae28-700567991a65

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/10/2024 9:57:41 AM
Envelope Updated	Security Checked	4/15/2024 1:25:56 PM
Envelope Updated	Security Checked	4/15/2024 1:25:56 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	4/15/2024 1:25:56 PM
Certified Delivered	Security Checked	4/15/2024 1:52:39 PM
Signing Complete	Security Checked	4/15/2024 1:52:44 PM
Completed	Security Checked	4/15/2024 1:52:44 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO San Mateo County - Public Works (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO San Mateo County - Public Works:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: wwwong@smcgov.org

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at wwwong@smcgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to wwong@smcgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO San Mateo County - Public Works as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO San Mateo County - Public Works during the course of your relationship with Carahsoft OBO San Mateo County - Public Works.