

Agreement No. 30000-24-R

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CML SECURITY

This Agreement is entered into this Saturday, June 1, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CML Security, 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 system maintenance and support.

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—S&I Schedule of Work
- Exhibit B—Payments and Rates
- Exhibit C – Invoice Template

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 **Four Million Five Hundred Eighty-Six Thousand Five Hundred Six Dollars and Sixty-Four Cents (\$4,586,506.64)**. 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 **Saturday, June 1, 2024 through Wednesday, June 30, 2027.**

County shall have the option to extend the term of this Agreement, subject to availability of funding, for two (2) additional one-year periods to June 30, 2028 at the same monthly rate of \$120,000.00 for a total of an additional \$1,440,000.00 and to June 30, 2029 at the same monthly rate of \$120,000.00 for a total of an additional \$1,440,000.00. If County exercises this option, it will notify Contractor no less than 60 days prior to the expiration of the subject term of County's desire to continue to receive services. Any such renewals shall be governed by this Agreement and amendments hereto.

5. Termination

This Agreement may be terminated by Contractor or by the Sheriff Elective 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
- (d) Cyber 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.

12.8. 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.

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: Veronica Ruiz/Management Analyst
Address: San Mateo County Sheriff's Office, Redwood City, CA, 94063
Telephone: (650) 363-7819
Email: vruiz@smcgov.org

In the case of Contractor, to:

Name/Title: Cory Solberg - CML Security
Address: 1785 W 160th Avenue, Suite 700, Broomfield, CO 80023
Telephone: 303-817-0887
Email: csolberg@cmlsecurity.us

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. 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.

20.2. Warranty

This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies include the following, to be selected at Licensee's

sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Licensor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Licensor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

21. Intellectual Property

21.1. 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, created 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.

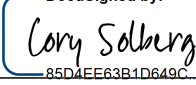
22. Prison Rape Elimination Act (PREA) of 2003

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: CML Security

<small>DocuSigned by:</small>  <small>85D4EE63B1D649C</small>	8/1/2024 7:21 AM MDT	Cory Solberg
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

Scope of Work

Upgrades, Improvements, And Maintenance To Security Systems, Access Control, Closed Circuit Television (CCTV) And Recording Systems For Specified Buildings

1. Objectives

Contractor will provide security camera system and access control installations and maintenance services including all necessary management, supervision, labor, engineering, materials, tools, supplies, replacement equipment, services, testing, warranty, maintenance and/or any other act or thing required to perform diligently and fully, and complete maintenance services of the electronics and detention equipment described herein.

2. Included Facilities

Buildings	Address
Broadway Substation	690 Broadway, Redwood City, CA
Coastside Substation	531 Obispo Rd., Half Moon Bay, CA 94018
Coyote Point Range and Training Facility	1601 Coyote Point Dr., San Mateo, CA
Crime Laboratory	50 Tower Rd., San Mateo, CA 94402
Hall of Justice	400 County Center, Redwood City, CA
Headquarters Building	330 Bradford St., Redwood City, CA
Maguire Correctional Facility	300 Bradford St., Redwood City, CA 94063
Maple Street Correctional Center	1300 Maple St., Redwood City, CA
Sheriff's Office Childcare Center	686 Broadway, Redwood City, CA

3. Scope of Service

a. Non-recurring Installations

i. Crime Laboratory, 50 Tower Rd., San Mateo, CA 94402

Contractor will provide all materials and labor to upgrade the current access controls system to support 38 doors and add a security camera system to include:

1. One Dell workstation and monitor
2. One Bosch Divar IP 7000 Video management/video storage array with 365 days of retention
3. 11 Bosch dome cameras, and all wire, connectors, and materials to install listed materials
4. Open Option licenses
5. One Open Options MR52-S3 controller
6. 15 Open Options MR52-S3 sub controllers
7. 33 Open Options HID readers
8. Six HID Bio readers
9. Four Open Options enclosures
10. Six electrified door strikes
11. One magnetic door contact

- ii. Broadway Substation and Sheriff's Office Childcare Center in common, 690 / 686 Broadway, Redwood City, CA 94063
 - 1. One Dell workstation and monitor
 - 2. One Bosch Divar IP 7000 Video management/video storage array with 365 days of retention
 - 3. Six Bosch dome cameras, and all wire, connectors, and materials to install listed materials
 - 4. Open Option licenses
 - 5. One Open Options MR52-S3 controller
 - 6. One post mount and hardware for vehicle gate
 - 7. Three Open Options HID readers
 - 8. One Open Options enclosures
 - 9. Three electrified door strikes
- iii. Broadway Substation, 690 Broadway, Redwood City, CA 94063
Contractor will provide all materials and labor to install access controls system to support four doors and five security camera system to include:
 - 1. Five Bosch dome cameras, and all wire, connectors, and materials to install listed materials
 - 2. One Open Options MR52-S3 controller
 - 3. Four Open Options HID readers
 - 4. Four electrified door strikes
- iv. Sheriff's Office Childcare Center, 686 Broadway, Redwood City, CA 94063
Contractor will provide all materials and labor to install access controls system to support two doors and four security camera system to include:
 - 1. Four Bosch dome cameras, and all wire, connectors, and materials to install listed materials
 - 2. One Open Options MR52-S3 controller
 - 3. Two Open Options HID readers
 - 4. Two electrified door strikes
- v. Sheriff's Office Coastside Substation, 531 Obispo Rd, Half Moon Bay, CA 94018
Contractor will provide all materials and labor to install access controls system to support two doors and four security camera system to include:
 - 1. Seven Bosch dome cameras, and all wire, connectors, and materials to install listed materials
 - 2. Two Open Options MR52-S3 controller
 - 3. One Open Options MR52-S3 sub controllers
 - 4. Seven Open Options HID readers
 - 5. Six electrified door strikes

6. One post mount and hardware for vehicle gate
 7. One Open Options enclosures
- b. Ongoing Services
- i. On-going Technical Support
Provide scheduling, non-emergency, and emergency contacts to assure timely attention to any matters that may arise.
 1. Provide a 24 hour, 7 days a week, 365 days a year number for reporting system failures and malfunctions.
 2. Monday through Friday between 8:00 am and 5:00 pm, Contractor will respond within 30 minutes by phone and 1 hour on site, from the time the 24-hour call number is notified of the malfunction.
 3. On all other days or times, Contractor will respond within 45 minutes by phone and within 2 hours on site from the time 24-hour call number is notified of the system failure or malfunction.
 4. The Sheriff's Office designee (caller reporting the problem) retains sole discretion to waive the required response times for non-emergency service.
 - ii. Programming Changes/Adjustments
 1. Provide minor programming adjustments to current software configuration as desired by owner.
 2. Provide programming adjustments to accommodate any new hardware or software desired to be integrated into the system.
 3. Provide documentation of changes made and provide a copy to San Mateo County.
 4. Provide telephone support for all changes made and respond if necessary.
 - iii. Inspect, Test, Troubleshoot, Clean and Adjust the following:
 1. Security Door and Utility Controls System
 2. Security Intercom and Paging System
 3. All Security Control Head End Equipment
 4. All Security Enclosures and Equipment Racks
 5. IP Video System (CCTV)
 6. Grounding and Surge Protection.
 7. Uninterruptible Power Supply (UPS)
 - iv. Preventative Maintenance, Replacement
 1. Regularly scheduled maintenance including, but not limited to:
 - a. Annual
 - i. Maintain software and hardware, including but not limited to the following licenses and access:
 1. Bosch CCTV Licenses
 2. Open Options Card Access
 3. Interface License

4. InduSoft (operational)
5. Carousel
- ii. Submit a written report summarizing the condition of all equipment maintained, including previous issues / maintenance as well as assessment of needs for the following year.
- iii. Every six months
 1. Maintain and adjust all detention doors, detention locksets, detention sliders, closers, and door position switches due to normal wear and tear on detention openings.
 2. Conduct preventative maintenance within the manufacture's written maintenance procedures including, but not limited to:
 - a. Adjustment
 - b. Lubrication
 - c. Replacement of any defective parts associated with detention openings.
 3. UPS systems will be shut down and tests will be coordinated and certified with the Sheriff's Office facilities. All UPS batteries will be certified and changed, if necessary.
- iv. Quarterly
 1. Preventative Maintenance and cleaning of equipment
- v. Monthly
 1. Perform audit of access control permissions including permission levels. This audit will commence upon contract acceptance.
 2. All cameras tied to card access or other systems will be tested, verified, and logged.
 3. Submit a written report of results of monthly audit to Correctional Administrative Lieutenant.
- vi. As needed
 1. Repair takeover connections between the Maguire Correctional Facility and the Maple Street Correctional Facility.
 2. Provide configuration support and diagnostics of the Ethernet Network located between all security electronics rooms and all control rooms. All communications occur over this Ethernet Link network.
 3. Provide support and diagnostics of the CCTV storage servers software.
 4. Control Centers and Touch Screens:
 - a. Configure, troubleshoot, revise/change program design, and driver support of control centers touch screens.
 - b. Technical support arising from any communication issues between local housing PLC and local touch screens.
 - c. Programming of any operational, aesthetics, or any other minor changes (as requested by the facility).
 - d. Conduct computer hardware maintenance and any related software version control specifically related to the Detention System Control. This includes but is not limited to:
 - i. InduSoft HMI

- ii. Omron CX Supervisor
 - iii. Eton Backup Systems
 - iv. Bosch NVR
 - v. Harding Digital IC
 - vi. All firmware updates including camera systems
- e. Provide general hardware/software support, troubleshooting and diagnostics of the following:
- i. Inputs / Outputs
 - ii. Power supplies
 - iii. CPU
 - iv. Serial ports and switches
- f. Harding Network support changes and configurations will be performed by Harding certified Controls Engineers. Harding Network is comprised of multiple Harding intercom DCC's including multiple DCE's all residing on the security network.
- i. Provide communications log retrieval and analysis using DXL logger.
 - ii. Provide daily observation of all Harding DCC and DCE equipment and perform any necessary troubleshooting.
 - iii. Investigate all reports of intercom audio troubles daily to on-site technician.
- g. InduSoft configuration changes and upgrades performed by InduSoft Certified Controls Engineers including but not limited to:
- i. VB scripting changes to global procedures
 - ii. Firmware upgrades and compatibility testing between InduSoft and Omron PLC's using Ometh driver syntax.
 - iii. Troubleshooting of system-wide communications issues.
- h. Omron PLC Logic changes, upgrades, and support which includes:
- i. Ladder logic revisions
 - ii. FINS Ethernet communications modifications to existing logic structure, including maintenance/troubleshooting of the Ethernet (FINS protocol) interface between the central PLC and the central Harding exchange.
- i. CCTV and HMI interface support (troubleshooting, configuration and changes) performed by Bosch and InduSoft certified technicians. The central PLC utilizes an Ethernet connection to the Bosch system. This connection switches all CCTV call-ups requests originated from any HMI.
- j. Bosch and disc array configuration and support performed by Bosch certified technicians, which includes but is not limited to:
- i. Upgrading firmware on all related equipment
 - ii. Camera title changes (when needed)
 - iii. Camera additions
 - iv. Time synchronizations
 - v. Recording variations and verification of system wide cameras in use

- k. Support and configuration of Microsoft SQL alarming database will be performed by Microsoft SQL trained and certified Controls Engineers:
 - i. Database archiving and general changes
 - ii. Transaction log routine maintenance
 - iii. Troubleshooting between InduSoft and the Server/Gateway
 - 5. The preventive maintenance program includes all labor necessary to assure proper operations of the systems previously listed as well as repairs as needed.
 - 6. Spare Parts Inventory - maintain a complete spare parts inventory system at the facilities to include, but not limited to, the original bill of materials as per the original installation by Contractor.
 - 7. An electronic activity log of all activity performed on a daily basis by the onsite technician will be maintained and shared electronically between Contractor and Sheriff's Office. Sheriff's Office designee will review/approve log daily.
 - 8. Maintenance support schedules and routines will be submitted to the facility with notification and sign-off by a Sheriff's Office designee required upon completion.
 - 9. Maintain a California Electrical Contractors license on record with the facility each year to ensure all work and maintenance changes and updates meet or exceed all local and state codes and regulations.
 - 10. Notify Sheriff's Office Correctional Administrative Lieutenant of any reported technology issues and repairs relating to video, audio, RKP, hardware changes and software changes.
 - 11. Permissions/access to any system including desktops will only be granted by the Sheriff's Office designee. Common i.e., generic logons will not be acceptable for users or admins on desktops. Server configuration will be discussed with Sheriff's Office designee.
- c. Training and Testing
- i. Train authorized Sheriff's Office personnel on the proper operating procedures
 - 1. CCTV operation for recording retrieval
 - 2. Alarm history reports
 - 3. Intercom logging reports (DXL Logger)
 - 4. Control Station Logger Data Bases
 - 5. CCTV sequencing and call up customization
 - 6. Control takeover from all control stations
 - a. This testing/training will take place four times per year:
Twice for MCF taking over MSCC
Twice for MSCC taking over MCF
 - ii. Work with San Mateo County during installation and implementation of any new purchased and installed equipment or programming changes to help staff gain a general understanding of the system.
 - iii. Train users on proper use and troubleshooting of equipment.

- iv. Upon completion of any installation of new equipment, tests to assure optimum functionality and performance are achieved.

d. Equipment Included

i. Equipment / systems included

1. All Security controls systems, head-end equipment, programming, and functionality
2. All doors, hardware, and remotely actuated locks, including pneumatic, hydraulic, or electronic, including food port doors, in detention areas (this does not include lock key cylinders)
3. Security Control Systems Integration consisting of the following:
 - a. Takeover connection between MCF Control and MSCC Control
 - b. Integration of elevator controls for elevators
 - c. Non-contact phone controls
 - d. Water control
 - e. Lighting control
 - f. Security Door Control System
 - g. Security Intercom and Paging System
 - h. IP CCTV System
 - i. Open Options Card Access System
 - i. Including access card printer (IDP Smart 50 printer) and blank access cards (iCLASS Seos/Prox Card)
 - j. UPS backups and cabinets required for security systems only (This UPS System is separate from the building UPS System)
 - k. Pneumatic door control compressors and dryers
4. All security enclosures and equipment racks
5. Security Electronics Program, including:
 - a. All software, firmware, and programming updates, as required by manufacturers
6. Training for Sheriff's Office personnel on control systems covered in this Agreement.
 - a. Training will be conducted as determined by the Sheriff's Office.
7. Services proposed by Contractor that are not outlined in this Agreement must be pre-approved by County prior to the commencement of work.

e. Excluded systems / equipment / hardware / software

- i. Detention furnishings, accessories, and toilet accessories
- ii. Security fasteners not related to the security electronic devices, detention door hardware, and detention doors.
- iii. Replacement of glass
- iv. Key cylinders in all locks

4. General

f. Off Site Remote Access

- i. For assistance in programming and troubleshooting of issues that may arise without requiring an onsite presence.
- ii. Remote access is accomplished through internet connection via access device.

g. Pricing Notes

- i. If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- ii. All equipment purchases must be approved in writing, by signature, by appropriate facility personnel prior to being installed.

h. Invoicing

- i. Invoices must, at a minimum, include the following information:

1. Invoice serial / tracking number
2. Date
3. "Bill to" address
4. Contract details
 - a. Contract number
 - b. Contract term
 - c. Contract amount
 - d. Total amount invoiced to date
5. Period in which services were performed
6. Itemized details of items and services billed
 - a. Description of item or service
 - b. Quantity of item or service
 - c. Unit price of item or service
 - d. Total amount for item or service (subtotal)
7. Total, including
 - a. Tax rate
 - b. Tax
 - c. Total amount of invoice

- ii. An invoice template can be found in Appendix D – Invoice Template

i. Performance Measures

The following performance measures will be used to evaluate the selected contractor's performance:

- i. Response time (after hours)
- ii. Response time (during business hours)
- iii. Time out of service (for facilities, spaces, and/or equipment)

5. Applicable Manufacturer Specifications

All services, maintenance, and materials shall be in strict accordance with the following manufacture’s specifications:

Detention Security Hollow Metal Doors & Frames:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Trussbilt	Detention Doors

Detention Equipment Hardware:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Portland Hardware	Detention Hinges
Portland Hardware	Detention Pulls
Southern Folger	Detention Food Pass Locksets

Detention Pneumatic Head End System:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Quincy	Air Dryers
Quincy	Compressors
Quincy	Reserve Tanks

Intercom and Paging System:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Harding	Digital Communications Controller, Expanders & Amplifiers
Harding	Foot Pedals
Harding	Master Stations
Plantronics	Headset
Quam	Intercoms & Paging Speakers

Equipment Enclosures:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Hoffman	Cabinets
Middle Atlantic	Racks

Access Control System:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Dell	Badging Workstation Monitors
Dell	System Server Monitor
IDP	Smart 50 access card printer
Open Options	Badging Workstations PC’s
Open Options	Card Reader
Open Options	iCLASS Seos/Prox blank access cards
Open Options	Photo Badge Printer
Open Options	Photo Camera
Open Options	Reader Interface Mods
ViewSonic	Systems Server

Closed Circuit Television System:

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Bosch	Cameras (Fixed)
Bosch	Cameras (PTZ)

Bosch	Recording Equipment
Bosch	System Servers
Dell	Workstation PC's
ViewSonic	Workstation Monitors

Programmable Logic Control:

Systems/Manufacturer:

Dell	<i>Description:</i> PC's
Dell	System Servers
Omron	Back Planes
Omron	Ethernet Cards
Omron	Input I Output Cards
Omron	Power Supplies
Omron	Programmable Logic Control (PLC)
Phoenix	Interconnecting Cables

Touchscreen Graphical User Interface:

Systems/Manufacturer:

Dell	<i>Description:</i> PC's
ELO	Touch Screens
InduSoft	SCADA Software Licenses and Key's

Network Equipment (As it applies to the Security Control System Only):

Systems/Manufacturer:

Brocade	<i>Description:</i> Network Switches
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Uninterruptible Power Supply (As it applies to the Security Control System Only):

Systems/Manufacturer:

Eaton	<i>Description:</i> UPS
Eaton	Disconnect Switches

EXHIBIT B
PAYMENTS & 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. AMOUNT AND METHOD OF PAYMENT.

A. County will pay Contractor According to the following rates:

Maintenance/Service Support				
ADDRESS	LOCATION NAME	MONTHLY COST	QTY	TOTAL
690 Broadway, Redwood City	Broadway Substation	\$4,000.00	36	\$144,000.00
531 Obispo Rd, Half Moon Bay	Coast Side Substation	\$4,000.00	36	\$144,000.00
1601 Coyote Point Dr, San Mateo	Coyote Point Gun Range	\$8,000.00	36	\$288,000.00
50 Tower Rd, San Mateo	Crime Lab	\$8,000.00	36	\$288,000.00
400 County Center, Redwood City	Hall of Justice	\$10,000.00	36	\$360,000.00
330 Bradford St, Redwood City	Headquarters Building	\$13,000.00	36	\$468,000.00
300 Bradford St, Redwood City	MCF	\$30,000.00	36	\$1,080,000.00
1300 Maple St, Redwood City	MSCC	\$39,000.00	36	\$1,404,000.00
686 Broadway, Redwood City	S.O. Childcare Center	\$4,000.00	36	\$144,000.00
SUBTOTAL		\$120,000.00		\$4,320,000.00

One-time Projects				
DESCRIPTION OF WORK	COST	UNIT	QTY	TOTAL
Crime Lab - Small Project	\$ 169,827.85	each	1	\$ 169,827.85
Broadway Sub - Small Project	\$ 16,439.71	each	1	\$ 16,439.71
Coastside Sub - Small Project	\$ 60,569.92	each	1	\$ 60,569.92
S.O. Child Care - Small Project	\$ 19,669.16	each	1	\$ 19,669.16
SUBTOTAL				\$ 266,506.64
TOTAL				\$4,586,506.64

- 1.) Monthly rate includes the cost of all replacement parts and equipment.
- 2.) Additional services, requested by County, not included in this Agreement, shall be quoted on an as needed basis and shall be subject to itemized billing.
 - a.) Itemized billing shall separate labor, materials, travel, licenses, incidentals and other related expenses.
 - b.) If County requires or requests service on products not covered under this contract, the

hourly rate will be charged to the County. The hourly rates will be negotiated yearly between Contractor and the County.

- c.) Services proposed by Contractor that are not outlined in this Agreement must be pre-approved by County prior to the commencement of work.

B. Invoicing Procedures.

- 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. **Each invoice submitted must include the following information, at a minimum:**

- Agreement number
- Time period covered
- Detailed statement of services/work completed for the invoiced period

- 2.) Contractor shall submit all invoices on attached County provided invoice template.

- 3.) Contractor shall send invoices to:

Sheriffs_Fiscal_Unit@smcgov.org

Cc: Captain Frank Dalporto fdalporto@smcgov.org

- 4.) Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$4,586,506.64**.

County shall have the option to extend the term of this Agreement, subject to availability of funding, for two (2) additional one-year periods to June 30, 2028 at the same monthly rate of \$120,000.00 for a total of an additional \$1,440,000.00 and to June 30, 2029 at the same monthly rate of \$120,000.00 for a total of an additional \$1,440,000.00.

County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

Exhibit C

Invoice For Payment

TO OWNER:	SAN MATEO COUNTY SHERIFF'S OFFICE 330 BRADFORD STREET, 5th FLOOR REDWOOD CITY CA 94063	PROJECT: SAN MATEO COUNTY SHERIFF'S SECURITY MAINTENANCE & SUPPORT SERVICES
FROM CONTRACTOR:	CML SECURITY, LLC 1785 W 160TH AVENUE, SUITE 700 BROOMFIELD, CO 80023	INVOICE NO: SERVICE PERIOD: AGREEMENT NO:

Application is made for payment, as shown below, in connection with the Contract.

1.	ORIGINAL CONTRACT SUM		\$ 4,586,506.64
2.	Net change by Change Orders		\$ -
3.	CONTRACT SUM TO DATE (Line 1+2)		\$ 4,586,506.64

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ **Date:** _____

Item #	Detailed Statement of Services/Work Completed for the Invoiced Period	Cost
1		
2		
3		
4		
	Invoice Total:	