

Agreement No. _____

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

This Agreement is entered into this, _____, 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 emergency on-call service of the County's access control/security systems.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Site List

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Wednesday, July 1, 2026 through Wednesday, June 30, 2027.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship to Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

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

10.2. Workers' Compensation and Employer's Liability Insurance

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

10.3. Liability Insurance

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

(a) Comprehensive General Liability..... \$1,000,000

(b) Motor Vehicle Liability Insurance..... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

11. **Compliance With Laws**

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

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

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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)].

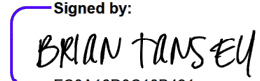
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

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.

Signed by:  FC0A16D0C10B491...	4/22/2026	BRIAN TANSEY
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

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

This Scope of Services defines the range of tasks that Contractor, Johnson Controls International (JCI), may be requested to perform under this Agreement.

All services shall be authorized only as outlined in this Agreement with the County.

This Agreement does not guarantee any minimum volume of work. The County shall have no obligation to request services or issue task orders. Furthermore, the County shall not be responsible for payment of any fees unless and until a task order has been duly executed in accordance with the terms of this Agreement.

Task Orders:

The details for each potential project will be set forth in an executed Task Order issued only by the Department of Public Works (DPW). Task Orders require a written quote and written authorization prior to execution. Contractor shall not commence any work without such written authorization.

Contractor may be tasked with, but not limited to, the following projects, work or systems via on-call service requests:

- Conducting a comprehensive security system evaluation.
- Providing engineering and design services for the integration of new technologies and products into the existing system including system upgrades, patches, and component replacements for the Security platforms and its integrated devices.
- Managing software license renewals.
- Programing and configuring all new and existing security systems to work together within the Security platforms.
- Preparing budgets and scopes of work for security projects.
- Coordinating with the County's Facility staff, IT staff, security department, and other staff involved in various security projects.
- Ensuring new components integrate into existing access control systems as necessary.
- Sourcing and procuring access control and security equipment and components.
- Installing and configuring access control and security hardware and software.
- Ensuring all devices are fully integrated into access control and security platforms.
- Selecting, vetting and managing subcontractors to ensure all work meets the highest standards.
- Managing and overseeing all phases of the project, including scheduling, resource allocation, and quality control.
- Providing on-going consultations on access control and security integrity with the County related to system expansion, compliance, and industry best practices, as needed.

- Providing post installation, maintenance, support, and monitoring of systems.
- Conducting comprehensive training for County staff on the proper operation and maintenance of the new security system and its integrated components.
- Utilizing partnerships and government contracts to get the best prices for hardware and software.
- Ensuring all designs and implemented systems comply with local, state, and federal security regulations.

Service Calls: Emergency / On-Call Response:

Contractor shall provide emergency on-call service for the County's access control/ security systems on a twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year basis, including weekends and Holidays. Emergency on-call services shall include remote support, dispatch, troubleshooting, repair, temporary corrective measures, and on-site response as necessary to restore system functionality and secure County facilities. All County facilities identified in **Exhibit C – Site List** shall be covered under this emergency on-call service requirement. In the event of an emergency, the County may notify Contractor to initiate services; however, a corresponding written task order must be issued and executed as soon as reasonably practicable thereafter.

Coverage

Emergency call coverage shall apply to failures, outages, malfunctions, damage, or other conditions affecting cardkey/access control systems, related field hardware, head-end equipment, controllers, readers, locks, panels, power supplies, associated software, and other related security components necessary to maintain secure and operable County facilities.

Emergency on-call response shall be available for all County facilities listed in **Exhibit C – Site List**, without limitation by day, time, or holiday schedule.

Response Times

For emergency calls, Contractor shall meet the following minimum response requirements:

- Initial response: Contractor shall provide telephone response within two (2) hours of notification by County.
- On-site response: Contractor shall have a qualified technician on site within four (4) hours of County's emergency notification, 24 hours a day, 7 days a week, including Holidays.
- Continuous effort: Contractor shall continue working diligently until the immediate emergency condition is stabilized, the facility is secured, and the system is restored to operation, or a temporary workaround is implemented and accepted by County.

Staffing for Emergency Call

Contractor shall dispatch at least one (1) qualified technician for each emergency on-site response and shall provide additional personnel when reasonably necessary based on the nature, scale, or location of the issue.

County Notification

The County may initiate emergency services by telephone or email. If emergency work is initiated before a written task order can be fully executed, the parties shall process the corresponding written authorization as soon as reasonably practicable thereafter, consistent with the Agreement's emergency authorization language.

Documentation

For each emergency service call, Contractor shall document the time the call was received, time of acknowledgement, time of arrival on site, facility location, equipment affected, description of issue, corrective action taken, parts used, temporary measures implemented, and time service was completed or stabilized, consistent with this Agreement's documentation requirements

Systems:

Contractor may be tasked with integrating hardware and software into the County's Security platforms which includes, but is not limited to, the following security system components:

- Servers and archivers
- Access Control Systems
- CCTV systems
- Command center hardware and software
- Intrusion Detection and alarm systems
- Perimeter security
- Intercom and emergency communication Systems
- Any security hardware or software identified in the system evaluation or required by any government agency as required to meet best practices or identified by the County.

Johnson Controls Holidays:

Holiday	2026	2027	2028
New Year's	Thursday, January 1	Friday, January 1	Saturday, January 1
Martin Luther King Jr. Day	Monday, January 19	Monday, January 18	Monday, January 17
Memorial Day	Monday, May 25	Monday, May 31	Monday, May 29
Independence Day	Friday, July 3	Monday, July 5	Tuesday, July 4
Labor Day	Monday, September 7	Monday, September 6	Monday, September 4
Thanksgiving Day	Thursday, November 26	Thursday, November 25	Thursday, November 23
Day after Thanksgiving	Friday, November 27	Friday, November 26	Friday, November 24
Christmas Eve	Thursday, December 24	Friday, December 24	Sunday, December 24
Christmas Day	Friday, December 25	Saturday, December 25	Monday, December 25
New Year's Eve	Thursday, December 31	Friday, December 31	Sunday, December 31

Documentation:

Contractor will document each task order/service call and furnish a copy, with each invoice showing time, date, brief description of activity, individual who requested work, equipment identification, equipment location, work to be performed and any special instructions. All documentation will be stored on an on-site service log.

Personnel:

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 Contractor's expense prior to working in County facilities. Contractor staff shall follow the directions provided by the Deputy Director of Facilities or his/her designee to complete this process and will 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.

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:

Materials proposed for parts as requested based on current pricing:

- Detail A – 8-Door Controller Equipment & 6A Electrified Locking Hardware Power Supply
- Detail AA – Single Door, Card in/free exit, electric mortise lockset w/ REX switch & DSM, Fail Secure
- Detail AD – Single Door, Card in/free exit, electric mortise lockset w/ REX switch & DSM, EDR, local noise, fail-safe, fire unlock.
- Detail AI – Single Door, Card in/free exit, Rim Panic w/ Quiet Latch Retraction & REX Switch, Fail Secure
- Detail AK – Alarm Keypad - Wired
- Detail BA – Double Door, Card in/free exit, electric mortise lockset w/ REX switch & DSM, Fail Secure
- Detail BI – Double Door, Card In/Free Exit, Panic w/ Quiet Latch Retraction, Manual Panic, PIR/REX, Fail Secure.
- Detail BJ – Double Door, Card In/Free Exit, Panics w/ Quiet Latch Retraction, PIR/REX, ADA Actuators, Door Operators, Fail Secure
- Detail BP – Double S-Door, Card In/Free Exit, Manual Panic w/ REX Switch, Manual Panic, Local Noise,
- Detail DA – Single Door, Card In/Free Exit, Panic w/ Quiet Latch Retraction, PIR/REX, ADA Actuators, Door Operators, Fail Secure
- Detail DB – Single Door, Free Entrance, Free Exit, Panic w/ Quiet Latch Retraction, ADA Actuators, Door Operators, Fail Secure
- Detail FB – Double Door, Alarmed/Free Exit, PIR/REX
- Detail ID – Intrusion Alarm Detection Panel w/ peripheral accessories (i.e. enclosures, transformers, batteries, wireless receivers, etc.)
- Detail MA – Duress Pushbutton - Wired
- Detail NE – Elevator Floor Select Card Reader w/ Elevator Feedback with assistance from on-site elevator company.
- Detail NS – Single Swing Gate, Card In/Free Exit, Rim Panic w/ Electric Trim & REX Switch, Fail Secure
- Detail PB – Alarmed Roof Hatch - Wired
- Detail PK – Folding Door, Alarmed - Wired
- Detail KA – 1MP IP Camera
- Detail KB – 2MP IP Camera
- Detail KC – 4MP IP Camera
- Detail KH – 4k Fixed Camera
- Detail KN –Omni-directional 360° Camera
- Detail KP – Interior/Exterior 180° Fixed 20MP Camera
- Detail SC – Master & Remote Video Intercom set
- Detail WA – Wired Local Audible Alarm

- Detail WG – Wireless Glass break
- Detail WD – Wireless Door Contact
- Detail WP – Wireless Pushbutton
- Detail WR – Wireless Roof Hatch

Detail	Unit Price		Detail	Unit Price
A	\$ 9,600.00		NS	\$ 6,400.00
AA	\$ 5,400.00		PB	\$ 3,000.00
AD	\$ 5,500.00		PK	\$ 2,900.00
AI	\$ 5,550.00		KA	\$ 4,900.00
AK	\$ 2,000.00		KB	\$ 5,300.00
BA	\$ 5,600.00		KC	\$ 5,800.00
BI	\$ 5,800.00		KH	\$ 6,600.00
BJ	\$ 5,750.00		KN	\$ 7,000.00
BP	\$ 5,900.00		KP	\$ 7,100.00
DA	\$ 5,650.00		SC	\$ 5,000.00
DB	\$ 5,400.00		WA*	\$ 1,600.00
FB	\$ 2,600.00		WD*	\$ 1,000.00
ID	\$ 6,500.00		WG*	\$ 1,000.00
MA	\$ 2,800.00		WP*	\$ 1,250.00
NE	\$ 6,000.00		WR*	\$ 1,100.00

- **Installation Project Labor Rates**

Role	2026 Hourly Rate	2027 Hourly Rate
Project Manager	\$270.00 per hour	\$280.00 per hour
Security Integration Engineer	\$240.00 per hour	\$250.00 per hour
Systems Technician	\$215.00 per hour	\$225.00 per hour
Security Low Voltage Installer	\$215.00 per hour	\$225.00 per hour

The Labor Rates above are for contracted installation projects only

- **Emergency Service Labor Rates**

Service Time	When Applicable	2026 Hourly Service Rate	2027 Hourly Service Rate
Business Hours	Monday-Friday 7:00 a.m. to 4:00 p.m.	\$276.00	\$290.00
After Hours	Monday-Friday 4:00 p.m. to 7:00 a.m./Saturday	\$414.00	\$435.00
Sunday / Holiday	Sunday and all official Johnson Controls holidays	\$552.00	\$580.00

Contractor will be paid upon satisfactory completion of services and receipt of invoice.

Amount and Method of Payment:

County shall pay Contractor for services performed under this Agreement in accordance with the rates, pricing, and payment terms set forth in the applicable task orders and service calls approved by County. County may authorize and issue multiple task orders and service calls under this Agreement. Payment shall not be made for any work unless approved and authorized in advance by County. Total compensation paid to Contractor for all task orders and service calls issued under this Agreement shall not be greater than the Not-to-Exceed (NTE) amount of this Agreement and may be less than the NTE amount.

Since this is an on-call agreement, the number of task orders and service calls issued is indeterminate, the resulting total compensation paid to Contractor may be significantly less than the NTE amount of the agreement. Contractor's fee schedule rates shall not be adjusted unless approved through a contract amendment by Contractor and the County. Invoice(s) may be submitted by Contractor according to progress achieved and recognized by the Department, for payment by the County thirty (30) working days from date of receipt, provided that the invoices are complete and absent errors and/or corrections as may be found upon review of invoice(s).

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

Invoice shall be submitted to the Department of Public Works at the completion of service **clearly stating itemized tasks completed**. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the following:

- Agreement number
- Complete scope of work and specific work completed
- Location of work
- Breakdown of charges

In any event, the total payment for services of Contractor shall not exceed \$300,000, 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:

County of San Mateo, Department of Public Works

Attn: Access Control

555 County Center, 5th Floor

Redwood City, CA 94063

dpw_accesscontrol@smcgov.org

Reimbursable Expenses:

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in this Exhibit, upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the NTE cost proposals. Reimbursable expenses are defined as job-related expenses directly incurred by the Contractor in the performance of services provided under the agreement. These include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar.

Travel time to and from County facilities shall not be separately compensable and shall be deemed included in Contractor's rates and pricing for actual work performed under this Agreement, including any applicable task orders and service calls. Contractor shall not be reimbursed for technician travel time, dispatch, portal-to-portal time, or similar non-working transit time.

Exhibit C – Site List



County of San Mateo - Site List



Building Name	Building Address	City	Building Type	Billing Dept
400 County Center	400 County Center	Redwood City	Courts	DPW
455 County Center	455 County Center	Redwood City	Office	DPW
555 County Center - Main	555 County Center - 3rd Floor	Redwood City	Office	DPW
Aging & Adult Services Warehouse	2690 Middlefield Rd.	Redwood City	Warehouse	DPW
Behavioral Health Clinic - Redwood City	802 Brewster Ave.	Redwood City	MOB	DPW
Behavioral Health Clinic - Daly City	380 90th St. - 2nd Floor	Daly City	MOB	DPW
BHRS - 1950 Alameda de las Pulgas	1950 Alameda de las Pulgas	San Mateo	Office	DPW
BHRS - 2000 Alameda de las Pulgas	2000 Alameda de las Pulgas	San Mateo	Office	DPW
Canyon Oaks Youth Center	400 Edmonds Rd.	Redwood City	Juvenile Detention	DPW
Central Courts	800 N Humboldt St.	San Mateo	Office	DPW
Coastside Clinic	225 Cabrillo Hwy S	Half Moon Bay	MOB	DPW
County Center Parking Structure 2	400 Middlefield Road	Redwood City	Parking Structure	DPW
Fair Oaks Medical Center	2700 Middlefield Rd.	Redwood City	MOB	DPW
Grant Yard Radio Shop	752 Chestnut Street	Redwood City	Office	DPW
H.S.A 2500 Middlefield	2500 Middlefield Rd.	Redwood City	MOB/Office	DPW
Hazardous Waste Facility	32 Tower Rd.	San Mateo	Warehouse	DPW
HSA - Youth Receiving Home	31 Tower Rd.	San Mateo	Office	DPW
HSA 2415 E. University	2415 University Ave.	East Palo Alto	Office	DPW
HSA 40 Tower Rd	40 Tower Rd.	San Mateo	Warehouse	DPW
HSA 400 Harbor Blvd. - Bldg A	260+264 Harbor Blvd.	Belmont	Office	DPW
HSA 400 Harbor Blvd. - Bldg B	400 Harbor Blvd.	Belmont	Office	DPW
HSA 400 Harbor Blvd. - Bldg C	400 Harbor Blvd.	Belmont	Office	DPW
HSA 400 Harbor Blvd. - Bldg E	310 Harbor Blvd.	Belmont	Office	DPW
HSA 550 Quarry Rd.	550 Quarry Rd.	San Carlos	Office	DPW
HSA 92nd Street	271 92nd St.	Daly City	Office	DPW
HSA Davis Street	1 Davis Dr.	Belmont	Office	DPW
Mike Nevin Health Center	380 90th St.	Daly City	MOB	DPW
North Courthouse Branch	1050 Mission Rd.	South San Francisco	Courthouse	DPW
Probation Department Trailer	999 Grand Ave.	South San Francisco	Probation	Sheriff
San Mateo County Medical Center	222 W 39th Ave.	Redwood City	Hospital	DPW
San Mateo County Medical Center - Admin Building	222 W 39th Ave.	Redwood City	Hospital	DPW
San Mateo County Medical Center - Link Building	222 W 39th Ave.	Redwood City	Hospital	DPW
San Mateo County Parking Garage	555 County Center Garage	Redwood City	Parking Structure	DPW
San Mateo Registration & Election Division	40 Tower Rd.	San Mateo	Warehouse	DPW
Shasta Youth and Young Adult Clinic	727 Shasta Street	Redwood City	MOB	DPW
South San Francisco Health Clinic	306 S Spruce Ave.	South San Francisco	MOB	DPW
Youth Health Center - Daly City	350 90th - 3rd Floor	Daly City	MOB	DPW
Youth Services Center/Juvenile Hall	222 Paul Scannel Dr.	San Mateo	Juvenile Detention	Sheriff
County Office Building 3	627 Hamilton St.	Redwood City	Office	DPW
Serenity House	3701 Hacienda St.	San Mateo	Mental Health	HSA
Sequiola Teen Wellness Center	200 James Ave.	Redwood City	Office	HSA
Cordilleras MHRC - BLDG A, B, C, D, E	200 Edmonds Rd.	Redwood City	Mental Health	HSA
San Mateo County Public Library	125 Lessing's Court	San Mateo	Library	Libraries
San Mateo WIC	1731 S El Camino Real	San Mateo	WIC	DPW
County Center Parking Structure 2 - VMS Servers located at ROC	400 Middlefield Road	Redwood City	Parking Structure	DPW

Remove, vacated

Combined all Cordilleras sites to 1 line

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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

To advise Carahsoft OBO San Mateo County - Public Works of your new email address

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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO San Mateo County - Public Works

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to wwwong@smcgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO San Mateo County - Public Works

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 wwwong@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..

Required hardware and software

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.