

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 facilities security improvement services.

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 E—Corporate Compliance SMMC Code of Conduct (Third Parties)

## 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000). 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.

## 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016, through June 30, 2017.

## 5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief of the Health System 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.

**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 of 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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to

commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**11. Insurance**

**a. 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.

**b. 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.

**c. 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:

- Comprehensive General Liability .....\$1,000,000  
(Applies to all agreements)
- Motor Vehicle Liability Insurance .....\$1,000,000  
(To be checked if motor vehicle used in performing services)
- Professional Liability .....\$1,000,000  
(To be checked if Contractor is a licensed professional)

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.

## **12. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

## **13. Non-Discrimination and Other Requirements**

### **a. 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.

### **b. 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.

**c. 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.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. 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.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager 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 Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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 if this Agreement's total value listed in Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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 facsimile to the telephone number listed below or 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: San Mateo Medical Center



Attn: Accounts Payable  
Address: 222 W 39<sup>th</sup> Ave  
San Mateo, CA 94403  
Email: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

In the case of Contractor, to:

Name/Title: Johnson Controls, Inc.  
Address: 21270 Cabot Blvd.  
Hayward, CA 94545  
Telephone: (510) 600-5175  
Facsimile: (510) 780-7711  
Email: [Andrew.N.Aguero@jci.com](mailto:Andrew.N.Aguero@jci.com)

**19. Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County


Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

Johnson Controls, Inc.

Contractor's Signature  \_\_\_\_\_

Date: 5/31/16

## Exhibit A

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

Project #	Project Name
1	SMMC - Restricted Employee Parking Control Gates
2	SMC - Mike Nevin Health Clinic ACS
3	SMMC - Doors 1B
4	SMMC - PES Seclusion Room - Card Reader and Camera Repair
5	SMMC - PES Interview Room B Camera
6	SMMC - PES Corridor Camera
7	SMMC - PES Courtesy Phone Camera
8	SMMC - PES (11) Camera
9	SMMC - Gift Shop Camera
10	SMMC - 2nd Floor (60) Panic Alarms
11	SMC - Public Health Building Security Additions
12	SMMC - PES Entrance Monitor and Camera
13	SMMC - Angela Gonzales' Office Panic Alarm
14	SMC - Fair Oaks Health Center - Panic Alarm Additions
15	SMMC - Undo camera and equipment for floor cleaning

### **Project 1: SMMC - Restricted Employee Parking Control Gates**

Restricted Employee Parking Entry Barrier Gate Operator:

- Johnson Controls (JCI) will install the Barrier Operator onto a Concrete Pad measuring 18"x18"x18". The barrier Arm will Measure 14' long.
- JCI will install (4) four 6"x4" Tall Protection Post Painted Yellow in front of the barrier operator for protection.
- JCI will install a KNOX Fire Key Switch to allow for emergency personnel to gain access through the barrier arm gate.
- JCI will install a CHICAGO lock open key switch at the barrier operator to allow for personnel to lock open the gate arm.
- JCI will install the vehicle safety detection loop (4'x12') directly below the gate to close after the vehicle has passed safely underneath.

Restricted Area Parking Entry Card Reader /Intercom Pedestal Stand with Concrete Pad:

- JCI will install (1) One heavy duty architectural pedestal stand that will be flanged mounted to a concrete pad measuring 12"x12"x12".
- JCI will install (2) two 6"x4" tall protection post painted yellow.
- JCI will install (1) HID Card Reader to communication to exit access control system.
- JCI will install (1) Video Intercom to tie into the Hospital Control Room.

Restricted Employee Parking Exit Barrier Gate Operator:

- JCI will install the barrier operator onto a concrete pad measuring

18"x18"x18". The barrier arm will measure 14' long.

- JCI will install (4) four 6"x4" tall protection post painted yellow.
- To close off the remaining area of the roadway JCI will install (3) 6"x4" tall removable protection post painted yellow and will be spaced 3' to 4' apart.
- JCI will install the vehicle free/exit loop approximately 10' in front of the gate arm. To exit the vehicle employee's simply drive over the free/exit loop and the gate will open.
- JCI will install the vehicle safety detection loop (4'x12') directly below the gate to close after the vehicle has passed safely underneath.

### Project 2: SMC - Mike Nevin Health Clinic ACS

Access Control: Johnson Controls will install the change order for Ten (10) single card reader doors and One (1) double card complete with hardware. All doors will be connected to County Main access control system.

Qty.	MFG	Description	Power	Johnson Controls
11	JCI	Reader/REX/Contact	24vac	Installation/Programming
1	JCI	Control Panel SPA1B800-3E10	100-240v 50-60 Hz	Installation/Programming
1	JCI	Control Panel SPA18300-2D10	100-240v 50-60 Hz	Installation/Programming
3	JCI	Power Supply - AL600YLACMB	100-240v 50-60 Hz	Installation/Programming
2	ADI	Batt, 12v/7AMP HR	Panel Back up	Installation/Programming
5	Schlage	Electrified D80 w/REX	24vac	Installation/Programming
1	Dorma	Dorma Original Electrified Panic Replacement	24vac	Installation/Programming
5	Murray	Power Transfer Hinge	24vac	Installation/Programming
1	Dorma	Power Supply	24vac	Installation/Programming
Lot	Cable	Installation Cable	Cable	Install, Labeling, Testing
Lot	Conduit	Installation Conduit	Conduit	Installation

### Project 3: SMMC - Doors 1B

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (2) Card readers, (2) Door contacts, (2) Door operators, (1) Break Glass Safety Pull Station, (2) Maglocks, (1) 6A Power Supply and (1) 2-Door Interface Controller to secure both doors.

Qty.	MFG	Description	Power	Johnson Controls
2	JCI	Card Reader	None	Installation/Commission/Verification
2	JCI	Door Alarm Contacts	None	Installation/Commission/Verification
2	LCN	Senior Door Swing Operator	(2) dedicated 120V 15A circuits to JBox above ceiling	Installation/Commission/Verification
1	JCI	6A Power Supply	Power at Head-End	Installation/Commission/Verification
1	JCI	2-Door Interface Controller	Power at Head-End	Installation/Commission/Verification

2	JCI	Request-to-Exit Sensor	None	Installation/Commission/Verification
2	LCN	Maglocks	(2) dedicated 120V 15A circuits to JBox above ceiling	Installation/Commission/Verification
Lot	JCI	Cabling, Hangers, Misc. Hardware and Fasteners	None	Installation/Commission/Verification
Lot	JCI	Labor: Programming/Testing/Set-Up	None	Labor

#### Project 4: SMMC - PES Seclusion Room - Card Reader and Camera Repair

##### PES Seclusion Room- Card Reader and Camera Repair/Retrofit

- (1) Card Reader Retrofit
  - Provide and install:
    - (1) Card Reader
  - Programming to SMMC Access Control System.
  - Testing & Verification of new devices.
- Camera Retrofit
  - Provide and Install:
    - (1) Sony SNC-HM662 360" IP Camera
  - Run and connect cable to electrical closet switch.
  - Programming to allow view in Command Center.
  - Testing & Verification of new devices.
- Electrified Door Locking Hardware assumed to be in working conduction.
- 110VAC Power provided by others.
- Price includes parts, labor, and wiring as listed above.
- All devices will communicate on the SMMC Network.
- SMMC to provide access to work areas. Delays may result in additional rescheduling costs.
- Tax, Travel time, Truck Changes, and Freight are included.
- Includes a 1 year warranty on all new equipment.

#### Project 5: SMMC - PES Interview Room B Camera

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (1) Sony 360° Minidome camera complete with cabling, (1) Milestone Corporate camera licenses, and (1) Milestone Corporate 1-Year Support Licenses. All cabling will run back to the nearest electrical closet and will terminate to an existing Gigabit switch.

Qty.	MFG	Description	Johnson Controls
1	Sony	Sony 360° Minidome camera	SNC-EM602RC
1	Milestone	Milestone Corporate Camera License	XPCPCL
1	Milestone	Milestone Corporate 1-Year Support License	YXPCPCL
Lot	JCI	Cabling, Hangers, Misc. Hardware and Fasteners	Misc.
Lot	JCI	Labor: Programming/Testing/Set-Up	Misc.

#### Project 6: SMMC - PES Corridor Camera

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (1) Sony 360° Minidome camera complete with cabling, (1) Milestone Corporate camera licenses, and (1) Milestone Corporate 1-Year Support Licenses. All cabling will run back to the nearest electrical closet and will terminate to an existing Gigabit switch.

Qty.	MFG	Description	Johnson Controls
1	Sony	Sony 360° Minidome camera	SNC-EM602RC
1	Milestone	Milestone Corporate Camera License	XPCPCL
1	Milestone	Milestone Corporate 1-Year Support License	YXPCPCL
Lot	JCI	Cabling, Hangers, Misc. Hardware and Fasteners	Misc.
Lot	JCI	Labor: Programming/Testing/Set-Up	Misc.

**Project 7: SMMC - PES Courtesy Phone Camera**

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (1) Sony 360° Minidome camera complete with cabling, (1) Milestone Corporate camera licenses, and (1) Milestone Corporate 1-Year Support Licenses. All cabling will run back to the nearest electrical closet and will terminate to an existing Gigabit switch.

Qty	MFG	Description	Johnson Controls
1	Sony	Sony 360° Minidome camera	SNC-EM602RC
1	Milestone	Milestone Corporate Camera License	XPCPCL
1	Milestone	Milestone Corporate 1-Year Support License	YXPCPCL
Lot	JCI	Cabling, Hangers, Misc. Hardware and Fasteners	Misc.
Lot	JCI	Labor: Programming/Testing/Set-Up	Misc.

**Project 8: SMMC - PES (11) Camera**

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (11) Sony IR Ruggedized Minidome cameras complete with cabling, (11) Milestone Corporate camera licenses, (11) Milestone Corporate 1-Year Support Licenses and (1) Netgear 10GB Switch. All cabling will run back to the nearest electrical closet and will terminate to the provided 10GB switch.

Qty	MFG	Description	Johnson Controls
11	Sony	Sony 360° Minidome camera	SNC-EM602RC
11	Milestone	Milestone Corporate Camera License	XPCPCL
11	Milestone	Milestone Corporate 1-Year Support License	YXPCPCL
1	Netgear	Netgear 10GB Switch	NG10GBSW
Lot	JCI	Cabling, Hangers, Misc. Hardware and Fasteners	Misc.
Lot	JCI	Labor: Programming/Testing/Set-Up	Misc.

**Project 9: SMMC - Gift Shop Camera**

Gift Shop –Camera Addition

- (1) Camera Add

- Provide and Install:
  - (1) Sony SNC-HM662 360° IP Camera w/ Milestone License and 1 year of support
- Run and connect cable to electrical closet switch.
- Programming to allow view in Command Center.
- Testing & Verification of new devices.

**Project 10: SMMC - 2nd Floor (60) Panic Alarms**

JCI will be providing the necessary material, installation, terminations, programming and testing to add (60) new duress buttons to the existing Security Escort Mandown system currently installed at SMMC located at 225 W 25th Ave in San Mateo, CA.

Part #	Description	MFG	Qty.
SE2S	Duress Button Transmitter	Bosch	60

**Project 11: SMC - Public Health Building Security Additions**

JCI will be providing the necessary material, installation, terminations, programming and testing to add (1) New Access Control Door, (3) Existing Access Control Doors, (4) Panic Alarms, (1) Video Intercom and (10) new cameras connected to the system currently installed at SMMC located at 222 W 37th Ave in San Mateo, CA.

**Access Control:**

Part #	Description	Qty.
L73-G-2W	Card Reader	3
GE 1076C Door Contacts	Door Contacts	4
3045	Panic Button	4
CM-5000R	Door Lockdown Button	1
S300-DIN-RDR2SA	Door Controller	1
S300-DIN-I8O4	Input/Output Board	2
Schlage D80 w/ Request-to-Exit function	Electrified Lockset	1
Power Transfer Hinge	Power Transfer Hinge	1
Access Control Composite Cabling	ACS Cabling	Lot
Wiremold	Wiremold	Lot

**CCTV:**

Part #	Description	Qty.
16PoE	16-Port PoE Network Switch	1
WKS	Workstation	1
Leviton16	Patch Panel	1
SNC-HM662	Sony 360-Degree IP Camera	3
SNC-EM632RC	Sony Fixed IP IR Camera	5
AV12176DN-NL	Arecont Omni-Directional Camera	2
MPM6.0	6mm Lens	8
24MON	24" Viewing Station monitor	1
IS-IPDV	Aiphone Intercom Door Station	1
IS-IPMV	Aiphone Intercom Master Station w/	1

E19SWM12U24	Wall-Mount Rack Cabinet	1
DFP-101	Surge	1
Patch Cables	Patch Cables	Lot
CAT6	CAT6	Lot
Conduit	Conduit	Lot
XPECL	Milestone Enterprise Camera License	10
YXPECL	Milestone Camera Support	10

**Project 12: SMMC - PES Entrance Monitor and Camera**

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (1) 10.4" Monitor w/ connection to camera view of entrance, (1) Sony IR Minidome camera complete with cabling, (1) Milestone Corporate camera licenses, (1) Milestone M8 and (1) Milestone Corporate 1-Year Support Licenses. All cabling will run back to the nearest electrical closet and will terminate to an existing Gigabit switch.

Qty.	MFG	Description	Part #
1	Sony	Sony IR Ruggedized Minidome Camera	SNC-EM602RC
1	Milestone	Milestone Corporate Camera License	XPCPCL
1	Milestone	Milestone Corporate 1-Year Support License	YXPCPCL
1	Milestone	Husky M10 NVR	HM10a111N00004
1	Miracle	10.4" LCD Monitor	92982
1	Misc.	Tilting Wall Mount 10-26" LCD	84763
Lot	JCI	Cabling, Hangers, Misc Hardware and Fasteners	Misc.
Lot	JCI	Labor: Programming/Testing/Set-Up	Misc.

**Project 13: SMMC - Angela Gonzales' Office Panic Alarm**

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (1) Panic Button with necessary cabling to connect to the existing Panic/Intrusion detection system.

Qty.	MFG	Description	By Others	Johnson Controls
1	JCI	Panic Alarm Button	None	Installation/Commissioning/Verification
Lot	JCI	Cabling, Hangers, Misc. Hardware	None	Installation/Commissioning/Verification
Lot	JCI	Labor: Programming/Testing/Set-	None	Labor

**Project 14: SMC - Fair Oaks Health Center - Panic Alarm Additions**

JCI will be providing the necessary material, installation, terminations, programming and testing of the following: (2) Fixed Wireless Panic Buttons and (3) Wireless Panic Buttons.

- **Panic System: In Electrical Closet (1) Wireless Interface Kit will be installed**
  - **1st Floor:** (1) Wireless Receiver to amplify range
    - Lab: (1) Wireless Fixed Panic Button
    - Admin Area: (4) Wireless Fixed Panic Buttons
  - **2nd Floor:** (1) Wireless Receiver to amplify range



- Pod A: (1) Wireless Fixed Panic Button
  - Pod B: (1) Wireless Fixed Panic Button
  - Cove: (1) Wireless Fixed Panic Button
  - PSA Check-in: (1) Wireless Fixed Panic Button
  - Resident Area: (1) Wireless Fixed Panic Button
  - 2nd Floor Mobile: (2) Mobile Wireless Panic buttons for staff to utilize
- 3rd Floor: (1) Wireless Receiver to amplify range
    - Front Desk: (w) Wireless Fixed Panic Button
    - Dental PSA Check-in: (1) Wireless Fixed Panic Button
    - Dental Office: (2) Mobile Wireless Panic Buttons

Qty.	MFG	Description	Part Number
12	Bosch	Panic Switch	269R
4	Inovonics	Wireless Transmitter	EN1210EOL
4	Inovonics	Wireless Panic Button	EN1223S
1	Inovonics	Wireless Interface Kit	ENKIT-SDI2
3	Inovonics	Wireless Receiver	EN5040-T

**Project 15: SMMC – Undo camera and equipment for floor cleaning**

Assist with work on site, remove P2000/milestone workstations from security dispatch (4) and relocate two workstations into office near dispatch. Label cabling and ran extended cat 5 patch cords to connect workstation in temperature location. Assist with work on site, reinstall equipment in dispatch room and verify with security personnel Kristina and Crystal of proper functionality of reinstalled equipment.

**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:

Project #	Project Name	Material	Material Tax	Tax Rate	Labor	Total
1	SMMC - Restricted Employee Parking Control Gates	\$19,059.95	\$1,763.05	9.25%	\$41,071.00	\$61,894.00
2	SMC - Mike Nevin Health Clinic ACS	\$49,399.34	\$4,445.91	9.00%	\$10,434.02	\$64,279.27
3	SMMC - Doors 1B	\$ 4,665.45	\$431.55	9.25%	\$19,483.00	\$24,580.00
4	SMMC - PES Seclusion Room - Card Reader and Camera Repair	\$1,480.00	\$136.90	9.25%	\$5,033.00	\$ 6,649.90
5	SMMC - PES Interview Room B Camera	\$1,529.00	\$141.43	9.25%	\$1,844.00	\$3,514.43
6	SMMC - PES Corridor Camera	\$1,484.00	\$137.27	9.25%	\$1,825.00	\$3,446.27
7	SMMC - PES Courtesy Phone Camera	\$1,383.00	\$127.93	9.25%	\$1,776.00	\$3,286.93
8	SMMC - PES (11) Camera	\$17,856.00	\$1,651.68	9.25%	\$13,560.00	\$33,067.68
9	SMMC - Gift Shop Camera	\$1,558.00	\$144.12	9.25%	\$2,309.00	\$4,011.12
10	SMMC - 2nd Floor (60) Panic Alarms	\$6,564.76	\$ 607.24	9.25%	\$4,160.00	\$11,332.00
11	SMC - Public Health Building Security Additions	\$33,091.08	\$ 3,060.92	9.25%	\$38,100.00	\$74,252.00
12	SMMC - PES Entrance Monitor and Camera	\$2,446.00	\$226.26	9.25%	\$2,905.00	\$5,577.26
13	SMMC - Angela Gonzales' Office Panic Alarm	\$837.00	\$77.42	9.25%	\$2,747.00	\$3,661.42
14	SMC - Fair Oaks Health Center - Panic Alarm Additions	\$4,276.00	\$384.84	9.00%	\$4,526.00	\$9,186.84
15	SMMC – Undo camera and equipment for floor cleaning				\$2,525.00	\$2,525.00
<b>Sub Total</b>						\$311,264.12
<b>Funds appropriated for future projects</b>						\$188,735.88
<b>Grand Total</b>						<b>\$500,000.00</b>

All invoices will be approved by the Chief Operating Officer or authorized designee and paid within 30 days of receipt of the invoice.

**Invoices**

All invoices must be emailed to the following email address:

[SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

Processing time may be delayed if invoices are not submitted electronically.

Contractor is not entitled to payment for work not performed as required by this Agreement.

## EXHIBIT E

### CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements..

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

The Undersigned will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards,, and/or SMMC system-wide policies.

**TO REPORT VIOLATIONS, CALL THE  
COMPLIANCE HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

JOHNSON CONTROLS, INC.

Name of Person/Entity (the "Undersigned")

TDA Tim D'Agostino

Signature and Printed Name

5/31/16

Date