

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

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JOHNSON CONTROLS, INC., hereinafter called "Contractor";

W I T N E S S E I H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing, installing and configuring an integrated physical security system at the South County Health Center.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payments to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED TWO THOUSAND FORTY EIGHT DOLLARS (\$302,048).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 4, 2013 through June 3, 2014.

This Agreement may be terminated by Contractor, the Chief Information Officer/Director of Information Services, or his/her designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to a Contractor who is providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 the County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person 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 of allegations within 30 days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Jon Walton, CIO/Director, Information Services Department
455 County Center, 3rd Floor
Redwood City, CA 94063
Fax: 650-363-7800

In the case of Contractor, to:

Jeffery Gutierrez, Account Executive
Johnson Controls, Inc.
843 Auburn Court
Fremont, CA 94538

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

Date: _____

By: _____
President, Board of Supervisors
San Mateo County

ATTEST:

By: _____
Clerk of Said Board

JOHNSON CONTROLS, INC.



Contractor's Signature

Date: 5/9/13

EXHIBIT A - SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

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

Contractor will provide, install and configure an integrated physical security system at the South County Health Center, located at 2710 Middlefield Road, Redwood City.

Contractor will perform/provide the following:

1. Access Controls: Contractor will furnish, install and test (53) card readers as shown on the design builds floor plan. Each card reader door location will have a proximity reader, door contacts, and a request to exit device. Contractor will home run all wiring to the second floor IDF closet and terminate to the ACS panels. All low voltage power for the devices will be provided by Contractor from the same location.

2. Panic Buttons: Contractor will furnish, install and test (23) wireless panic buttons and will be connected to the access control system*.

*The access control server is located at 222 West 39th Street, San Mateo, and is currently running an older version of software (3.4). It is recommended that the server software be upgraded to the current 3.11 version, which will allow for more concurrent workstations to operate at the same time.

3. Security Panel: Contractor will furnish, install and test (1) Bosch System with keypad to be used for arming and disarming the access system. The keypad/reader will be mounted in the main lobby.

4. Video Management System: Contractor will furnish, install and test the video server complete with milestone software and licenses to be located in the 2nd floor IDF room. All cameras will be focused and programmed with final acceptance by the County. There will be a total of eight (8) fixed-IP indoor cameras and four (4) IP pan/tilt and zoom roof top cameras mounted at the corners of the building located at 2710 Middlefield Road, Redwood City.

Materials List:

QTY	PART NUMBER	DESCRIPTION
3	SPA1B800-3E10	JCI PNL CK721, 8 RDR2SA 30X40
1	SPA1400-1D10	JCI PNL CK721A, 2RDR2SA 24X30
26	S300-BAT	JCI BATTERY 12V/7AM HR
1	P2K-SW-CORE311	JCI P2000 SOFTWARE V3.11
3	CPS600-ULCSA	JCI DOOR LOCKING POWER SUPPLY W/BATTERY ENCL
53	R40	HID ICLASS CARD READER, SINGLE SWITCH PLATE
1	R40/K	HID ICLASS CARD READER W/ KEYPAD, SINGLE SWITCH PLATE
55	1078C	JCI FLUSH MT. DOOR CONTACTS
53	PA-75	JCI DOOR CONTACT ADAPTOR

53	DS-160	JCI REQUEST TO EXIT MOTION SENSOR
53	6644	JCI RESISTOR END OF LINE
1	XPPBL	MLS XPROTECT PROFESSIONAL BASE LICENSE
1	YXPPBL	MLS ONE YEAR SERVICE UPGRADE FOR BASE LICENSE
12	XPPCL	MLS XPROTECT PROFESSIONAL CAMERA LICENSE
12	YXPPCL	MLS ONE YEAR SERVICE UPGRADE FOR CAMERA LICENSE
1	77983	HP Z220 CMT, E3-1225, 8GB, 2 TB SURVEILLANCE DRIVES
1	74175	HP 21.5" WIDE LED-LCD DISPLAY
1	SRW2024P	CISCO 24-PORT GIGABIT POWER ETHERNET SWITCH
4	Q6032-E	AXIS PTZ OUTDOOR CAMERA
4	T91A67	AXIS PTZ POLE MOUNT AND HOUSING
8	P3353	AXIS FIXED DAY/NIGHT 6MM INDOOR CAMERA
8	T91A61	AXIS MOUNTING PLATE WITH WALL/CEILING MOUNT
1	D7412GV4-C	BOSCH CONTROL PANEL
1	D1265	BOSCH KEYPAD
1	ENKIT-SD12	BOSCH SERIAL RECEIVER
3	EN5040-T	BOSCH HIGH POWER REPEATER W/TRANSFORMER
23	EN1235D	BOSCH 2-BUTTON WIRELESS PENDANT (WALL MT.)
4	ALTRONIX	ALT POWER SUPPLY

Miscellaneous, Clarifications, Exclusions:

- All work is to be done during normal business hours. Normal business hours are Monday through Friday, 6:00 A.M. to 4:30 P.M. Overtime and premium time are not included.
- Project is to be completed in normal sequence of construction.
- Contractor will provide qualified supervisory labor at the jobsite. Idle time incurred by other groups outside of Contractor due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond the Contractor's control will be considered a change to the contract.
- Plywood backboards, cable tray or ladder racking, equipment racks or cable management components will be provided by others.
- Plastering, cutting, patching and painting or structural and/or finished architectural elements is not included in the terms of this contract.
- In-line duct and piping devices, including but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Contractor, shall be distributed and installed by others under Contractor's supervision, but at no additional cost to Contractor. County will provide Contractor will all required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Contractor agrees to keep the jobsite clean of debris arising out of its own operations.
- Unless specifically noted in this agreement, Contractor's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include, but not limited to, asbestos or PCBs, discovered in or on the premises.
- All fire stopping is excluded.
- A 120 VAC power-hardware connection shall be required in the IDF room located at the plywood backboard.
- Network Connections: The County will provide a network connection in the IDF/ACS panels to Contractor.

- Access and Video IP addresses are required by the County for network communication by Contractor.
- Materials: If the materials or equipment necessary for execution of this agreement become temporarily or permanently unavailable for reasons beyond the control and not due to the fault of Contractor, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Contractor shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore, as long as the County agrees to the substitutes and pricing.
- Warranty: Contractor warrants that its manufactured equipment shall be free from defects in material and workmanship arising from normal usage for a period of two (2) years from delivery of said equipment, or if installed by Contractor, for a period of two (2) years from installation. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by County. The warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, express or implied, including, but not limited to those of merchantability and fitness for a specific purpose.
- Contractor shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution and completion of the work. Licenses and permits of a permanent nature shall be procured and paid for by the County.
- Both parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND JOHNSON CONTROLS, INC.

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

MATERIALS*	\$53,748.00
MATERIALS TAX (@9.0%)	\$4,837.32
LABOR (INSTALLATION, PROJECT MANAGEMENT, LIFT RENTAL)	\$193,462.00
CONTINGENCY	\$50,000
TOTAL**	\$302,047.32

*The County is in negotiations to participate in a Group Purchasing Organization (GPO). Once membership has been established for the County, the County expects to negotiate materials prices down. Contractor is aware of this and will make every effort to secure best pricing on hardware for the County.

**P2000 3.11 Software \$4,507 installed, is included in the total.

Project materials will be invoiced upon order placement. Project labor will be invoiced upon job completion, for projects under thirty (30) days in duration, or in progressive increments not to exceed thirty (30) days per increment. The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Actual services performed, amount billed for the current month, and the amount billed in total
- The net amount for which payment is due

In no event shall total payment for services under this Agreement exceed THREE HUNDRED TWO THOUSAND FORTY EIGHT DOLLARS (\$302,048). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.