

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26- 1324
Introduction Date	6-24-2026
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems & Services Officer  
Marc White, Buildings & Grounds Department

**Board Meeting Date** June 24, 2026

**Subject** Amendment No. 1, General Services Agreement – Johnson Controls Fire and Protection, LP – Fire and Burglar Monitoring Project – Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of the Amendment No. 1, General Services Agreement by and between the **District** and **Johnson Controls Fire and Protection, LP.**, Livermore, CA, for the latter to provide continuous surveillance of fire detection systems and burglar alarm monitoring, as outlined in the Proposal dated May 15, 2026, attached to this Amendment as Exhibit A, for the **Fire and Burglar Monitoring Project**, in an additional total amount of **\$133,980.00**, increasing Agreement’s total not-to-exceed amount from **\$137,560.00 to \$271,540.00**, and extending the term of the Agreement from **July 1, 2025 through June 30, 2026 to June 30, 2027**, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Amendment is for continuous fire and burglar alarm monitoring services for the district and three hundred sixty-five calendar days (365) term extension.

**LBP** (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of the Amendment No. 1, General Services Agreement by and between the District and Johnson Controls Fire and Protection, LP., Livermore, CA, for the latter to provide continuous surveillance of fire detection systems and burglar alarm monitoring, as outlined in the Proposal dated May 15, 2026, attached to this Amendment as Exhibit A, for the Fire and Burglar Monitoring Project, in an additional total amount of \$133,980.00, increasing Agreement’s total not-to-exceed amount from \$137,560.00 to \$271,540.00, and extending the term of the Agreement from July 1, 2025 through June 30, 2026 to June 30, 2027, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 010 Routine Repair Maintenance Account

**Attachments**

- Amendment No. 1, including Exhibits
- Routing Form
- File ID’s: 25-1467, 24-0785, 23-1327, 22-0440

## AMENDMENT NO. 1 TO A

### GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Johnson Controls Fire and Protection, LP** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **July 1, 2025** ("Agreement"), for the **Fire and Burglar Monitoring Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR shall provide the following amended services: To provide continuous surveillance of fire detection systems and burglar alarm monitoring district-wide services, as described in the Proposals dated, May 15, 2026, attached to this Amendment as Exhibit A.</p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extending the current end date from June 30, 2026, to June 30, 2027, by an additional (365) days.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <b><u>One Hundred Thirty-Three Thousand Nine Hundred Eighty Dollars No/100 (\$133,980.00)</u></b>.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <b><u>One Hundred Thirty-Seven Thousand Five Hundred Sixty Dollars No/100 (\$137,560.00)</u></b>, and after this amendment, the not-to-exceed total contract price will be: <b><u>Two Hundred Seventy-One Thousand Five Hundred Forty Dollars No/100 (\$271,540.00)</u></b>.</p>		

4. **Amendment History:**

**There are no previous amendments to this Agreement.**     This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denise Gail Saddler, Ed.D., Interim Superintendent  
and Secretary, Board of Education

\_\_\_\_\_  
Date

• 

\_\_\_\_\_  
[Preston Thomas \(May 27, 2026 16:02:51 PDT\)](#)  
Preston Thomas, Chief Systems &  
Services Officer

\_\_\_\_\_  
May 27, 2026

\_\_\_\_\_  
Date

**Approval as to form:**

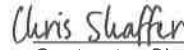


\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

\_\_\_\_\_  
5/21/2026

\_\_\_\_\_  
Date

**CONTRACTOR: Johnson Controls Fire and Protection LP**



\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
5/21/2026 | 4:00 PM PDT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Shaffer

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Fire Service Manager

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Johnson Controls Fire and Protection LP**

1. Detailed Description of Services to be provided: : To provide continuous surveillance of fire detection systems and burglar alarm monitoring district-wide services, as described in the Proposals dated, May 15, 2026, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



2026-07

Monitoring Services 4 133,980.00

**Fire and Burglar Alarm Monitoring Proposal**

May 15, 2026

**By and Between Johnson Controls Fire Protection LP and Oakland Unified School District**

**Johnson Controls Fire Protection LP.  
6952 Preston Ave  
Livermore, CA 94551**

**Fire Alarm and Burglar Monitoring Renewal Agreement**

The scope of this proposal is for remote fire alarm and burglar monitoring service.

Johnson Controls Fire Protection LP is pleased to have the opportunity to further enhance our longstanding partnership with Oakland Unified School District. We truly value the relationship that we have built over the years and appreciate that Johnson Controls Fire Protection is a valued service provider for the district. We have been supporting and providing service to the Oakland Unified School District campuses for over 30 years as Johnson Controls Fire Protection and Tyco / SimplexGrinnell prior to our merger in 2017.

The proposal outlined below includes a detailed scope to assist with keeping the OUSD staff, students and community of Oakland safe while at the Oakland Unified School District schools and offices. Your health and safety is a top priority to the Johnson Controls Fire Protection team. The scope includes fire and burglar remote monitoring service.

Service labor and parts are not included in the service agreement pricing. Service repair and parts replacement (as available) can be provided as billable service at the applicable OUSD service rates.

**Scope of Work**

**Fire Alarm Monitoring (FA)**

- Receive and communicate any trouble, supervisory communication from the fire alarm system via the BOSCH dialer. Johnson Controls Fire Protection (JCFP) will monitor the fire alarm systems at each of the service locations listed in the attached proposal to the OUSD designated representative, and when needed to the local fire department when applicable.

**Burglar Alarm Monitoring (BA)**

- Receive and communicate any trouble, supervisory communication from the burglar alarm system via the BOSCH dialer. Johnson Controls Fire Protection (JCFP) will monitor the burglar alarm systems at each of the service locations listed in the attached proposal to the OUSD designated representative, and when needed to the local police department when applicable.

**Combination Fire & Burglar Alarm Monitoring (FA/BA)**

- Receive and communicate any trouble, supervisory communication from the fire and burglar alarm system via the BOSCH dialer. Johnson Controls Fire Protection (JCFP) will monitor the combination fire alarm & burglar alarm systems at each of the service locations listed in the attached proposal to the OUSD designated representative, and when needed to the local police or fire department when applicable.



**Fire and Burglar Alarm Monitoring Proposal**  
**Oakland Unified School District**

**May 15, 2026**

**Service Agreement Terms**

Johnson Controls Fire Protection will provide the services outlined in this Agreement from July 1, 2026 until June 30, 2027 to align with the OUSD Fiscal Year.

Price: 2026 / 2027 Monitoring Service:

**\$133,980.00**

**NOTE:** Applicable Sales Tax is included in the price of the agreement.

**Billing Terms**

**Billing Format:** The service agreement excludes service calls and labor. The agreement is only for fire and burglar alarm monitoring. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of **\$33,495.00** per quarter.

~~Terms and Conditions will follow the contract terms of original Monitoring Agreement between Johnson Controls Fire Protection and Oakland Unified School District dated 5.20.2024.~~

**Customer Acceptance**

**CUSTOMER**

Oakland Unified School District  
Buildings and Grounds  
955 High Street  
Oakland, CA 94601

Johnson Controls Fire Protection LP.  
6952 Preston Ave,  
Livermore, CA 94551

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

License Number (if applicable): \_\_\_\_\_



**Summary of Equipment at Oakland Unified School District Locations**

<b>Total Quantity included in Proposal</b>	
<b>Scope Service</b>	<b>Equipment Inventory</b>
Fire Alarm Monitoring	14
Burglar Monitoring	32
Cellular Communication	41
Combination Fire & Burglar Monitoring	99

**Summary of Proposal**

<b>Scope Service</b>	<b>Annual Cost</b>
Fire Alarm Monitoring	\$11,960.00
Burglar Alarm Monitoring	\$20,540.00
Combination Fire & Burglar Monitoring	\$101,480.00
<b>Total Proposal</b>	<b>\$133,980.00</b>

Monitoring Accounts included in the list below, and any updated account numbers that were changed throughout the year have also been updated to reflect the new account number.

**Monitoring Set Up Cost**

As needed Monitoring Set up Cost will be billed at time and material (if needed) at the current hourly fire alarm technician rate listed in the fire and life safety inspections agreement (separate document). This includes communicating with central station monitoring to establish and activate the monitoring service for each monitoring account. This may include programming the Bosch dialer, and or the fire alarm system associated.



**Fire and Burglar Alarm Monitoring Proposal**

**May 15, 2026**

**Oakland Unified School District**

Site Name	Address	City, State	Zip	Account Type	Mon Acct	JCI Contract #	Annual Price
Acoe At Neighborhood Center	750 International Blvd	Oakland, CA	94606	BA/FA	H023286950	81006461	\$960.00
Acorn Woodland - Encompass Academy	1025 81st Ave	Oakland, CA	94621	BA/FA	H024011184	81006462	\$960.00
Kaiser Early Childhood Center	25 S Hill Ct	Oakland, CA	94618	BA/FA	H023286761	81006463	\$960.00
Allendale School	3670 Penniman Ave	Oakland, CA	94619	BA/FA	H024011185	81006464	\$960.00
Arroyo Viejo Cdc	1895 78th Ave	Oakland, CA	94621	BA/FA	H023286763	81006465	\$960.00
Arts Far West / Oakland Tech Upper Campus	5263 Broadway Terrace	Oakland, CA	94618	BA/FA	H023286766	81006510	\$960.00
Ascend K-8 School	3709 E. 12th St	Oakland, CA	94601	BA/FA	H023286765	81006512	\$960.00
Bella Vista Cdc	2410 10th Ave	Oakland, CA	94606	FA/BA	W897033166	81006507	\$890.00
Bret Harte M S	3700 Coolidge Dr	Oakland, CA	94602	BA	H023286770	81006511	\$530.00
Bret Harte M S	3700 Coolidge Dr	Oakland, CA	94602	FA	H024011189	81006511	\$890.00
Bridges Academy Melrose	1325 53rd Ave	Oakland, CA	94601	BA	H023286773	81006813	\$530.00
Bridges Academy Melrose	1325 53rd Ave	Oakland, CA	94601	BA/FA	H024011190	81006813	\$960.00
Brookfield E S-Cdc	401 Jones Ave	Oakland, CA	94603	BA/FA	H023286778	81006816	\$960.00
Brookfield E S-Cdc	401 Jones Ave	Oakland, CA	94603	BA/FA	H023286775	81006816	\$960.00
Burckhalter Elementary School	3994 Burckhalter Ave	Oakland, CA	94605	BA/FA	H024011191	81006514	\$960.00
Carl B Munck E S	11900 Campus Dr	Oakland, CA	94619	BA/FA	H023286781	81006569	\$960.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA/FA	H023286785	81006818	\$1,270.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	H023286787	81006818	\$860.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	W897033065	81006818	\$860.00
Centro Infantil Cdc	2660 E 16th St	Oakland, CA	94601	BA/FA	W897033066	81006575	\$1,270.00
Chabot Elementary School	6686 Chabot Rd	Oakland, CA	94618	BA/FA	H024011192	81006578	\$960.00
Claremont JHS	5750 College Ave	Oakland, CA	94618	BA/FA	H023286789	81006581	\$1,270.00
Claremont JHS	5750 College Ave	Oakland, CA	94618	BA/FA	W897033468	81006581	\$1,270.00
Cleveland Elementary School	745 Cleveland St	Oakland, CA	94606	FA	H024011193	81006825	\$890.00
Cleveland Elementary School	745 Cleveland St	Oakland, CA	94606	BA	H024011194	81006825	\$530.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA	H023286837	81006860	\$530.00



**Fire and Burglar Alarm Monitoring Proposal**

**May 15, 2026**

**Oakland Unified School District**

Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA/FA	H023286839	81006860	\$960.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA/FA	H024011211	81006860	\$960.00
Community School for Creative Education	2111 International Blvd	Oakland, CA	94606	FA	H023287180	81006583	\$890.00
Cox Academy - Ed for Change	9860 Sunnyside St	Oakland, CA	94603	BA/FA	W897033094	81006846	\$960.00
Cox Academy - Ed for Change	9860 Sunnyside St	Oakland, CA	94603	BA/FA	H024011195	81006846	\$960.00
Crocker Highland School	525 Midcrest Rd	Oakland, CA	94610	BA/FA	H024011196	81006827	\$1,270.00
Crocker Highland School	525 Midcrest Rd	Oakland, CA	94610	BA/FA	W897033068	81006827	\$960.00
Dewey High School	1111 2nd Ave	Oakland, CA	94606	BA/FA	H024011198	81006872	\$1,270.00
Dewey High School	1111 2nd Ave	Oakland, CA	94606	BA	W897033169	81006872	\$860.00
East Oakland Pride Webster	8000 Birch St	Oakland, CA	94621	BA/FA	W897033095	81006586	\$1,270.00
Eastbay Innovation	3400 Malcom Ave	Oakland, CA	94605	BA/FA	H023286798	81006588	\$960.00
Edna Brewer E S	3748 13th Ave	Oakland, CA	94610	BA/FA	W897033096	81006590	\$1,270.00
Elmhurst Ms Alliance Academy	1800 98th Ave	Oakland, CA	94603	BA/FA	H023286824	81006595	\$960.00
Emerson E S - Cdc	4803 Lawton Ave	Oakland, CA	94609	FA	H023287541	81006836	\$890.00
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	Oakland, CA	94603	BA/FA	H023286822	81006597	\$960.00
Barack Obama Academy	9736 Lawlor St	Oakland, CA	94605	BA/FA	H023286888	81006601	\$1,270.00
Franklin E S	915 Foothill Blvd	Oakland, CA	94606	BA/FA	H023286828	81006602	\$960.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA/FA	H023286830	81006838	\$1,270.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA	W897033083	81006838	\$860.00
Frick Junior High School	2845 64th St	Oakland, CA	94605	BA	H023286810	81006832	\$530.00
Frick Junior High School	2845 64th St	Oakland, CA	94605	FA	H023286811	81006832	\$890.00
Fruitvale E S	3200 Boston Ave	Oakland, CA	94602	BA/FA	W897033100	81006882	\$1,270.00
Garfield E S	1640 22nd Ave	Oakland, CA	94606	BA/FA	H024011212	81006603	\$960.00
Glenview E S	4215 La Cresta Ave	Oakland, CA	94602	BA/FA	W897033097	81006605	\$1,270.00
Global Family Jefferson Es	2035 40th Ave	Oakland, CA	94601	BA/FA	H024011215	81006608	\$960.00
Golden Gate Cdc	6232 Herzog St	Oakland, CA	94608	BA/FA	H024011241	81006612	\$960.00
Grass Valley Elementary School	4720 Dunkirk Ave	Oakland, CA	94605	BA/FA	H023286841	81006821	\$960.00



**Fire and Burglar Alarm Monitoring Proposal**

**May 15, 2026**

**Oakland Unified School District**

Grass Valley Elementary School	4720 Dunkirk Ave	Oakland, CA	94605	BA/FA	H023286842	81006821	\$960.00
Greenleaf Elementary School	6328 E 17th St	Oakland, CA	94621	BA/FA	H023286844	81006614	\$960.00
Harriet Tubman	800 33rd St	Oakland, CA	94601	BA/FA	H023286870	81006883	\$960.00
Highland Academy Rise	8521 A St	Oakland, CA	90601	BA/FA	H024011213	81006620	\$960.00
Highland Cdc	1322 86th Ave	Oakland, CA	94621	BA/FA	H024011214	81006624	\$960.00
Hillcrest Elementary School	30 Marguerite Ave	Oakland, CA	94618	BA/FA	H023286928	81006625	\$960.00
Hintel Ku Ca Cdc	11850 Campus Dr	Oakland, CA	94619	BA/FA	W897033164	81006879	\$960.00
Hoover Elementary School	890 Brockhurst St	Oakland, CA	94608	BA/FA	H024011239	81006630	\$960.00
Horace Mann E S	5222 Ygnacio Ave	Oakland, CA	94601	BA/FA	H024011238	81006632	\$960.00
Howard Es	8755 Fontain St	Oakland, CA	94605	BA/FA	H023286868	81006634	\$960.00
Jefferson Cdc	1975 40th Ave	Oakland, CA	94601	BA/FA	H023286861	81006638	\$960.00
Joaquin Miller E S	5525 Ascot Dr	Oakland, CA	94611	BA/FA	W897033090	81006639	\$1,270.00
King Estates Jr High	8251 Fontaine St	Oakland, CA	94605	BA	H023286812	81006849	\$530.00
King Estates Jr High	8251 Fontaine St	Oakland, CA	94605	FA	H024011201	81006849	\$890.00
La Escuelita Es	1050 2nd Ave	Oakland, CA	94606	BA/FA	H023286906	81006642	\$960.00
Lakeview Es-Cdc	746 Grand Ave	Oakland, CA	94610	BA/FA	H023286855	81006841	\$960.00
Lakeview Es-Cdc	746 Grand Ave	Oakland, CA	94610	BA/FA	H023286854	81006841	\$960.00
Laurel Cdc	3825 California St	Oakland, CA	94619	BA/FA	W897033077	81006644	\$1,270.00
Laurel Es	3750 Brown Ave	Oakland, CA	94619	BA/FA	H023286860	81006728	\$960.00
Lincoln Elementary School	225 11th St	Oakland, CA	94607	BA/FA	H024011216	81006731	\$960.00
Lockwood Cdc	1125 69th Ave	Oakland, CA	94621	BA/FA	H023286905	81006732	\$960.00
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	Oakland, CA	94621	BA/FA	H023286869	81006766	\$960.00
Luther Burbank Preschool	3550 64th Ave	Oakland, CA	94605	BA/FA	H024011221	81006770	\$1,270.00
Madison Middle School	400 Capistrano Dr	Oakland, CA	94603	BA/FA	H023286835	81006876	\$1,270.00
Madison Middle School	400 Capistrano Dr	Oakland, CA	94603	BA	W897033084	81006876	\$530.00
Manzanita Cdc	2618 Grande Vista Ave	Oakland, CA	94601	BA/FA	H023286881	81006772	\$960.00
Manzanita Es	2409 E 27th St	Oakland, CA	94601	BA/FA	H024011231	81006782	\$960.00



**Fire and Burglar Alarm Monitoring Proposal**

**May 15, 2026**

**Oakland Unified School District**

Markham Elementary School	7220 Krause Ave	Oakland, CA	94605	BA/FA	H023286867	81006783	\$960.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA/FA	W897033089	81006877	\$1,270.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA/FA	H023286845	81006877	\$1,270.00
Mcclymonds High School	2607 Myrtle St	Oakland, CA	94607	BA	H023286815	81006828	\$530.00
Mcclymonds High School	2607 Myrtle St	Oakland, CA	94607	FA	H023286814	81006828	\$890.00
Melrose Leadership	4730 Fleming Ave	Oakland, CA	94619	BA/FA	H024011217	81006787	\$960.00
Melrose Leadership Academy @ Sherman	5328 Brann Street	Oakland, CA	94619	BA/FA	H023286901	81006789	\$890.00
Montclair E S	1757 Mountain Blvd	Oakland, CA	94611	BA/FA	H023286891	81006791	\$960.00
Montera Middle School	5555 Ascot Dr	Oakland, CA	94611	FA	W897033075	81006844	\$1,210.00
Montera Middle School	5555 Ascot Dr	Oakland, CA	94611	BA	H023286813	81006844	\$530.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	BA	H023286817	81006499	\$530.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	FA	H024011202	81006499	\$890.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	FA	H024011203	81006499	\$960.00
Oakland International High School Carter	4521 Webster St	Oakland, CA	94609	BA	W897033098	81006824	\$1,270.00
Oakland SOL Unity Middle School	1180 70th Ave	Oakland, CA	94621	BA/FA	H023286885	81006793	\$960.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	FA	H024011205	81006842	\$890.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	H024011206	81006842	\$530.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	W897033207	81006842	\$530.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	H023286819	81006842	\$530.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA/FA	H023286875	81006833	\$960.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA/FA	H023286876	81006833	\$960.00
Oakland U S D	955 High St	Oakland, CA	94601	BA	W897035027	81006873	\$530.00
Oakland USD	955 High St	Oakland, CA	94601	BA	H023286874	81006873	\$1,270.00
Ousd Police Services-Cole E S	1011 Union St	Oakland, CA	94607	BA/FA	W897033152	81006795	\$1,270.00
Parker Es-Cdc	7929 Ney Ave	Oakland, CA	94605	BA/FA	H024011226	81006796	\$960.00
Peralta E S Ousd	460 63rd St	Oakland, CA	94609	BA/FA	H024011208	81006847	\$960.00
Peralta E S Ousd	460 63rd St	Oakland, CA	94605	BA	H024011207	81006847	\$530.00



**Fire and Burglar Alarm Monitoring Proposal**

**May 15, 2026**

**Oakland Unified School District**

Piedmont Cdc	86 Echo Ave	Oakland, CA	94611	BA/FA	H023286879	81006797	\$960.00
Piedmont Es	4314 Piedmont Ave	Oakland, CA	94611	BA/FA	H023286882	81006798	\$960.00
Place At Prescott	920 Campbell St	Oakland, CA	94607	BA/FA	H023286883	81006799	\$960.00
Redwood Heights E S	4401 39th Ave	Oakland, CA	94619	BA/FA	H024011219	81006803	\$960.00
Roosevelt M S	1926 19th Ave	Oakland, CA	94606	BA/FA	H023286893	81006610	\$960.00
Metwest Hs	314 East 10th St	Oakland, CA	94606	BA	H023286923	81006871	\$530.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	FA	H023286877	81006840	\$890.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	BA	H023286878	81006840	\$960.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	BA	H023286880	81006840	\$530.00
Sankofa Elementary School	581 61 St	Oakland, CA	94609	BA/FA	H023286894	81006611	\$960.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA/FA	H023286801	81006823	\$960.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA/FA	H023286800	81006823	\$960.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA	H023286802	81006823	\$960.00
Sequoia School	3730 Lincoln Ave	Oakland, CA	94602	BA/FA	H023286898	81006640	\$960.00
Shands Annex	1710 45th Ave	Oakland, CA	94601	BA/FA	H023286886	81006643	\$960.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA/FA	H023286889	81006843	\$1,270.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA	W897033092	81006843	\$860.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA/FA	H024011220	81006843	\$1,270.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA	W897035032	81006843	\$530.00
Sobrante Park E S	470 El Paseo Dr	Oakland, CA	94603	BA/FA	H024011221	81006645	\$960.00
Stonehurst Cdc	901 105th Ave	Oakland, CA	94603	BA/FA	H023286926	81006650	\$960.00
Street Academy	417 29th St	Oakland, CA	94609	BA/FA	H023286902	81006654	\$960.00
The Center Commissary	2850 West Street	Oakland, CA	94608	BA/FA	W897033101	81006714	\$1,270.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	FA	H024011222	81006852	\$890.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011225	81006852	\$530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011223	81006852	\$530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011228	81006852	\$530.00



**Fire and Burglar Alarm Monitoring Proposal**

**May 15, 2026**

**Oakland Unified School District**

Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011229	81006852	\$530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011227	81006852	\$530.00
Thornhill Elementary School	5880 Thornhill Dr	Oakland, CA	94611	BA/FA	H023286912	81006715	\$960.00
United for Success Calvin Simmons	2101 35th Ave	Oakland, CA	94601	BA/FA	H023286895	81006717	\$960.00
Urban Promise Academy	3031 18th St	Oakland, CA	94601	BA/FA	W897033210	81006719	\$960.00
Webster Child Development Ctr	7980 Plymouth St	Oakland, CA	94621	BA/FA	H023286927	81006722	\$960.00
West Oakland @ Lowell	991 14th St	Oakland, CA	94607	BA/FA	H023286903	81006864	\$960.00
Westlake Middle School	2629 Harrison St	Oakland, CA	94611	BA/FA	W897033099	81006865	\$1,270.00
Yuk Yau Cdc	291 10th St	Oakland, CA	94607	BA/FA	H024011230	81006866	\$960.00

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fire & Burglar Alarm Monitoring	<b>Site</b>	988
---------------------	---------------------------------	-------------	-----

### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
-----------------------------	---

### Contractor Information

Contractor Name	Johnson Controls Fire Protection, LP	Agency's Contact	Colleen Moschell				
OUSD Vendor ID #	004981	Title	Project Manager				
Street Address	6952 Preston Ave	City	Livermore	State	CA	Zip	94551
Telephone	925-273-0100	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	PR70049						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-1-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2027

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 133,980.00
Other Expenses (Potential Work)	\$	Requisition Number	

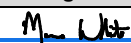
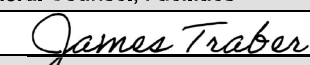

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-9999-99999	5671	\$133,980.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Buildings &amp; Grounds Department</b>				
	Signature  <small>MARC WHITE (May 27, 2026 10:52:34 PDT)</small>	Date Approved	May 27, 2026		
2.	<b>OUSD General Counsel, Facilities</b>				
	Signature 	Date Approved	5/21/2026		
3.	<b>Chief Systems &amp; Service Officer,</b>				
	Signature  <small>Preston Thomas (May 27, 2026 16:02:51 PDT)</small>	Date Approved	May 27, 2026		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1467
Introduction Date	06-25-2025
Enactment Number	25-1068
Enactment Date	6/25/2025 er



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer,  
Marc White, Director, Buildings and Grounds Department

**Board Meeting Date** June 25, 2025

**Subject** General Services Agreement – Johnson Controls Fire Protection, LP – Fire and Burglar Monitoring Project - Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of General Services Agreement by and between the District and **Johnson Controls Fire Protection, LP, Livermore, CA**, for the latter to provide continuous surveillance of fire detection systems and burglar alarm monitoring for the **Fire and Burglar Monitoring Project** in the total amount of **\$137,560.00**, with the work scheduled to commence on **July 1, 2025**, and expected to last until **June 30, 2026**.

**Discussion** Vendor is a sole source, so bidding would not be advantageous. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of General Services Agreement by and between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to provide continuous surveillance of fire detection systems and burglar alarm monitoring for the Fire and Burglar Monitoring Project in the total amount of \$137,560.00, with the work scheduled to commence on July 1, 2025, and expected to last until June 30, 2026.

**Fiscal Impact** Fund 010 General Funds -Routine Repair Maintenance Account

- Attachments**
- Contract Justification Form
  - General Services Agreement, including exhibits
  - Insurance Certificate
  - Routing Form



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office with Every  
Agenda Contract.**

**Legislative File ID No. 25-1467**

**Department: Buildings & Grounds**

**Vendor Name: Johnson Controls Fire Protection, LP**

**Project Name: Fire and Burglar Monitoring Project**

**Project No.: PR70049**

**Contract Term: Intended Start: July 1, 2025**

**Intended End: June 30, 2026**

**Total Cost Over Contract Term: \$137,560.00**

**Approved by: Marc White**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Johnson Controls has provided services for the District in the past, meeting the District's standards.

**Summarize the services or supplies this contractor or vendor will be providing.**

Fire alarm monitoring and burglar alarm monitoring services.

**Was this contract competitively bid?  Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Johnson Controls has provided services for the District in the past at an acceptable rate.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Vendor is a sole source, so bidding would not be advantageous.

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

---

This general services agreement (“Agreement”) is made and entered into effective **June 26, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Johnson Controls Fire Protection, LP** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the Fire & Burglar Alarm Monitoring Project (“Project”) **remote fire and burglar monitoring services** (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Contractor** consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), which shall end on **June 30, 2026**, except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately

{SR801406}

upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **One Hundred Thirty-Seven Thousand Five Hundred Sixty Dollars No/100 (\$137,560.00)**, which consists of a lump sum of **One Hundred Thirty-Seven Thousand Five Hundred Sixty Dollars No/100 (\$137,560.00)** for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$0.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within thirty (30) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within thirty (30) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District

may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the

information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** [INTENTIONALLY OMITTED]

27. **Licensing of Intellectual Property.** INTENTIONALLY OMITTED]

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Contractor to comply with

the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.


Address for District Notices:

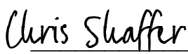
Address for Contractor Notices:


OUSD 955 High Street Oakland, CA 94601	Johnson Controls Fire Protection, LP 6952 Preston Avenue Livermore, CA 94551
--	--

**OAKLAND UNIFIED SCHOOL DISTRICT**

**JOHNSON CONTROLS FIRE PROTECTION, LP**

  
 \_\_\_\_\_  
 Jennifer Brouhard, President,  
 Board of Education  
 Date 6/26/2025

  
 \_\_\_\_\_  
 Chris Shaffer  
 Signature  
 Date 5/23/2025 | 10:12 AM PDT

  
 \_\_\_\_\_  
 Kyla Johnson-Trammell, Superintendent  
 & Secretary of the Board of Education  
 Date 6/26/2025

Chris Shaffer  
 \_\_\_\_\_  
 Print Name, Title  
 Fire Service Manager

  
 \_\_\_\_\_  
 MARC WHITE (May 29, 2025 11:37 PDT)  
 Marc White, Director Building & Grounds  
 Date 05/29/2025

EXECUTED SUBJECT TO THE ATTACHED RIDER, WHICH IS EXPRESSLY INCORPORATED HEREIN BY REFERENCE\*

Officer

**Approved as to Form**

*James Traber*

James Traber, Esq.  
Counsel, OUSD

05/27/2025

Date

**EXHIBIT A**

**Scope of Services**

{SR801406}9



**Fire and Burglar Alarm Monitoring Proposal**

**April 22, 2025**

**By and Between Johnson Controls Fire Protection LP and  
Oakland Unified School District**

**Johnson Controls Fire Protection LP.  
6952 Preston Ave  
Livermore, CA 94551**

**Fire Alarm and Burglar Monitoring Renewal Agreement**

The scope of this proposal is for remote fire alarm and burglar monitoring service.

Johnson Controls Fire Protection LP is pleased to have the opportunity to further enhance our longstanding partnership with Oakland Unified School District. We truly value the relationship that we have built over the years and appreciate that Johnson Controls Fire Protection is a valued service provider for the district. We have been supporting and providing service to the Oakland Unified School District campuses for over 30 years as Johnson Controls Fire Protection and Tyco / SimplexGrinnell prior to our merger in 2017.

The proposal outlined below includes a detailed scope to assist with keeping the OUSD staff, students and community of Oakland safe while at the Oakland Unified School District schools and offices. Your health and safety is a top priority to the Johnson Controls Fire Protection team. The scope includes fire and burglar remote monitoring service.

Service labor and parts are not included in the service agreement pricing. Service repair and parts replacement (as available) can be provided as billable service at the applicable OUSD service rates.

**Scope of Work**

**Fire Alarm Monitoring (FA)**

- Receive and communicate any trouble, supervisory communication from the fire alarm system via the BOSCH dialer. Johnson Controls Fire Protection (JCFP) will monitor the fire alarm systems at each of the service locations listed in the attached proposal to the OUSD designated representative, and when needed to the local fire department when applicable.

**Burglar Alarm Monitoring (BA)**

- Receive and communicate any trouble, supervisory communication from the burglar alarm system via the BOSCH dialer. Johnson Controls Fire Protection (JCFP) will monitor the burglar alarm systems at each of the service locations listed in the attached proposal to the OUSD designated representative, and when needed to the local police department when applicable.

**Combination Fire & Burglar Alarm Monitoring (FA/BA)**

- Receive and communicate any trouble, supervisory communication from the fire and burglar alarm system via the BOSCH dialer. Johnson Controls Fire Protection (JCFP) will monitor the combination fire alarm & burglar alarm systems at each of the service locations listed in the attached proposal to the OUSD designated representative, and when needed to the local police or fire department when applicable.



**Johnson Controls  
Rider to Agreement  
Fire/Intrusion Monitoring Equipment and/or Services**

This Rider is made by and between **Johnson Controls Fire Protection LP** ("Johnson Controls") and **Oakland Unified School District** ("Customer") and amends the **General Services Agreement, Monitoring, dated June 26, 2025**, (the "Agreement"). This Rider is effective as of the date of last signature below. In the event of a conflict between the provisions of the Rider and the Agreement, the provisions of this Rider shall prevail. To the extent any provisions of this Rider are the same or similar in any respect to any provisions of the Agreement, the same or similar provision in the Agreement is deleted and replaced with the provision in this Rider.

The following provisions are made a part of the Agreement:

1. **Indemnity.** To the fullest extent permitted by applicable law, Johnson Controls shall indemnify Customer with respect to any third party claim for bodily injury, death, or property damage directly caused by the negligence of Johnson Controls while performing installation or service on Customer's premises (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the equipment or services were intended to detect or avert. This indemnity shall not apply to any damage, liability or expense arising from or due to, directly or indirectly, occurrences or the consequences therefrom that the equipment or service is intended to detect, prevent, avert or, irrespective of cause or origin, including negligence or other fault on the part of Johnson Controls.
2. **Limitation of Liability.** JOHNSON CONTROLS IS NOT AN INSURER. THE AMOUNTS JOHNSON CONTROLS CHARGES ARE NOT INSURANCE PREMIUMS BUT ARE BASED ON THE VALUE OF THE EQUIPMENT AND SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.

CUSTOMER AGREES TO LOOK SOLELY TO ITS INSURER TO RECOVER FOR ANY LOSS, DAMAGE OR INJURY ARISING DIRECTLY OR INDIRECTLY FROM, RELATED TO, OR IN CONNECTION WITH OCCURRENCES, OR THE CONSEQUENCES, THEREFROM THAT THE EQUIPMENT OR SERVICE IS INTENDED TO DETECT, PREVENT, AVERT OR RECORD (COLLECTIVELY, A "DETECTION EVENT") AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS ARISING BY WAY OF SUBROGATION. JOHNSON CONTROLS WILL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE TO A DETECTION EVENT.

NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF JOHNSON CONTROLS. JOHNSON CONTROLS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL DETECT, AVERT OR RECORD OCCURENCES OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICE IS DESIGNED TO DETECT.

~~IN THE EVENT ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, INCLUDING FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.~~

3. **Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

- 4. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Insurance	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate Comprehensive
Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

- 5. **Customer Responsibilities.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

- 6. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay. If the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform, Customer is obligated to reimburse Johnson Controls for such increased costs.

- 7. **One-Year Claims Limitation.** No claim or cause of action, whether known or unknown, shall be brought against Johnson Controls more than one year after the claim first arose. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

Oakland Unified School District ("Customer")  
Controls")

Johnson Controls Fire Protection LP ("Johnson

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

By: Chris Shaffer

Title: \_\_\_\_\_

Title: Fire Service Manager

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

Date: 5/23/2025 | 10:12 AM PDT



**Fire and Burglar Alarm Monitoring Proposal**

**April 22, 2025**

**Oakland Unified School District**

Site Name	Address	City, State	Zip	Account Type	Mon Acct	JCI Contract #	Annual Price
Acoe At Neighborhood Center	750 International Blvd	Oakland, CA	94606	BA/FA	H023286950	81006461	\$ 960.00
Acorn Woodland - Encompass Academy	1025 81st Ave	Oakland, CA	94621	BA/FA	H024011184	81006462	\$ 960.00
Kaiser Early Childhood Center	25 S Hill Ct	Oakland, CA	94618	BA/FA	H023286761	81006463	\$ 960.00
Allendale School	3670 Penniman Ave	Oakland, CA	94619	BA/FA	H024011185	81006464	\$ 960.00
Arroyo Viejo Cdc	1895 78th Ave	Oakland, CA	94621	BA/FA	H023286763	81006465	\$ 960.00
Arts Far West / Oakland Tech Upper Campus	5263 Broadway Terrace	Oakland, CA	94618	BA/FA	H023286766	81006510	\$ 960.00
Ascend K-8 School	3709 E. 12th St	Oakland, CA	94601	BA/FA	H023286765	81006512	\$ 960.00
Bella Vista Cdc	2410 10th Ave	Oakland, CA	94606	FA/BA	W897033166	81006507	\$ 890.00
Bret Harte M S	3700 Coolidge Dr	Oakland, CA	94602	BA	H023286770	81006511	\$ 530.00
Bret Harte M S	3700 Coolidge Dr	Oakland, CA	94602	FA	H024011189	81006511	\$ 890.00
Bridges Academy Melrose	1325 53rd Ave	Oakland, CA	94601	BA	H023286773	81006813	\$ 530.00
Bridges Academy Melrose	1325 53rd Ave	Oakland, CA	94601	BA/FA	H024011190	81006813	\$ 960.00
Brookfield E S-Cdc	401 Jones Ave	Oakland, CA	94603	BA/FA	H023286778	81006816	\$ 960.00
Brookfield E S-Cdc	401 Jones Ave	Oakland, CA	94603	BA/FA	H023286775	81006816	\$ 960.00
Burckhalter Elementary School	3994 Burckhalter Ave	Oakland, CA	94605	BA/FA	H024011191	81006514	\$ 960.00
Carl B Munck E S	11900 Campus Dr	Oakland, CA	94619	BA/FA	H023286781	81006569	\$ 960.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA/FA	H023286785	81006818	\$ 1,270.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	H023286787	81006818	\$ 860.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	W897033065	81006818	\$ 860.00
Centro Infantil Cdc	2660 E 16th St	Oakland, CA	94601	BA/FA	W897033066	81006575	\$ 1,270.00
Chabot Elementary School	6686 Chabot Rd	Oakland, CA	94618	BA/FA	H024011192	81006578	\$ 960.00
Claremont JHS	5750 College Ave	Oakland, CA	94618	BA/FA	H023286789	81006581	\$ 1,270.00
Cleveland Elementary School	745 Cleveland St	Oakland, CA	94606	FA	H024011193	81006825	\$ 890.00
Cleveland Elementary School	745 Cleveland St	Oakland, CA	94606	BA	H024011194	81006825	\$ 530.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA	H023286837	81006860	\$ 530.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA/FA	H023286839	81006860	\$ 960.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA/FA	H024011211	81006860	\$ 960.00
Community School for Creative Education	2111 International Blvd	Oakland, CA	94606	FA	H023287180	81006583	\$ 890.00
Cox Academy - Ed for Change	9860 Sunnyside St	Oakland, CA	94603	BA/FA	W897033094	81006846	\$ 960.00
Cox Academy - Ed for Change	9860 Sunnyside St	Oakland, CA	94603	BA/FA	H024011195	81006846	\$ 960.00
Crocker Highland School	525 Midcrest Rd	Oakland, CA	94610	BA/FA	H024011196	81006827	\$ 1,270.00
Crocker Highland School	525 Midcrest Rd	Oakland, CA	94610	BA/FA	W897033068	81006827	\$ 960.00
Dewey High School	1111 2nd Ave	Oakland, CA	94606	BA/FA	H024011198	81006872	\$ 1,270.00
Dewey High School	1111 2nd Ave	Oakland, CA	94606	BA	W897033169	81006872	\$ 860.00
East Oakland Pride Webster	8000 Birch St	Oakland, CA	94621	BA/FA	W897033095	81006586	\$ 1,270.00



**Fire and Burglar Alarm Monitoring Proposal**

**April 22, 2025**

**Oakland Unified School District**

Eastbay Innovation	3400 Malcom Ave	Oakland, CA	94605	BA/FA	H023286798	81006588	\$ 960.00
Edna Brewer E S	3748 13th Ave	Oakland, CA	94610	BA/FA	W897033096	81006590	\$ 1,270.00
Elmhurst Ms Alliance Academy	1800 98th Ave	Oakland, CA	94603	BA/FA	H023286824	81006595	\$ 960.00
Emerson E S - Cdc	4803 Lawton Ave	Oakland, CA	94609	BA	H023286809	81006836	\$ 1,270.00
Emerson E S - Cdc	4803 Lawton Ave	Oakland, CA	94609	FA	H023287541	81006836	\$ 890.00
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	Oakland, CA	94603	BA/FA	H023286822	81006597	\$ 960.00
Barack Obama Academy	9736 Lawlor St	Oakland, CA	94605	BA/FA	H023286888	81006601	\$ 1,270.00
Franklin E S	915 Foothill Blvd	Oakland, CA	94606	BA/FA	H023286828	81006602	\$ 960.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA/FA	H023286830	81006838	\$ 1,270.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA	W897033083	81006838	\$ 860.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA	H024011210	81006838	\$ 960.00
Frick Junior High School	2845 64th St	Oakland, CA	94605	BA	H023286810	81006832	\$ 530.00
Frick Junior High School	2845 64th St	Oakland, CA	94605	FA	H023286811	81006832	\$ 890.00
Fruitvale E S	3200 Boston Ave	Oakland, CA	94602	BA/FA	W897033100	81006882	\$ 1,270.00
Garfield E S	1640 22nd Ave	Oakland, CA	94606	BA/FA	H024011212	81006603	\$ 960.00
Glenview E S	4215 La Cresta Ave	Oakland, CA	94602	BA/FA	W897033097	81006605	\$ 1,270.00
Global Family Jefferson Es	2035 40th Ave	Oakland, CA	94601	BA/FA	H024011215	81006608	\$ 960.00
Golden Gate Cdc	6232 Herzog St	Oakland, CA	94608	BA/FA	H024011241	81006612	\$ 960.00
Grass Valley Elementary School	4720 Dunkirk Ave	Oakland, CA	94605	BA/FA	H023286841	81006821	\$ 960.00
Grass Valley Elementary School	4720 Dunkirk Ave	Oakland, CA	94605	BA/FA	H023286842	81006821	\$ 960.00
Greenleaf Elementary School	6328 E 17th St	Oakland, CA	94621	BA/FA	H023286844	81006614	\$ 960.00
Harriet Tubman	800 33rd St	Oakland, CA	94601	BA/FA	H023286870	81006883	\$ 960.00
Highland Academy Rise	8521 A St	Oakland, CA	90601	BA/FA	H024011213	81006620	\$ 960.00
Highland Cdc	1322 86th Ave	Oakland, CA	94621	BA/FA	H024011214	81006624	\$ 960.00
Hillcrest Elementary School	30 Marguerite Ave	Oakland, CA	94618	BA/FA	H023286928	81006625	\$ 960.00
Hintel Ku Ca Cdc	11850 Campus Dr	Oakland, CA	94619	BA/FA	W897033164	81006879	\$ 960.00
Hoover Elementary School	890 Brockhurst St	Oakland, CA	94608	BA/FA	H024011239	81006630	\$ 960.00
Horace Mann E S	5222 Ygnacio Ave	Oakland, CA	94601	BA/FA	H024011238	81006632	\$ 960.00
Howard Es	8755 Fountain St	Oakland, CA	94605	BA/FA	H023286868	81006634	\$ 960.00
Jefferson Cdc	1975 40th Ave	Oakland, CA	94601	BA/FA	H023286861	81006638	\$ 960.00
Joaquin Miller E S	5525 Ascot Dr	Oakland, CA	94611	BA/FA	W897033090	81006639	\$ 1,270.00
King Estates Jr High	8251 Fontaine St	Oakland, CA	94605	BA	H023286812	81006849	\$ 530.00
King Estates Jr High	8251 Fontaine St	Oakland, CA	94605	FA	H024011201	81006849	\$ 890.00
La Escuelita Es	1050 2nd Ave	Oakland, CA	94606	BA/FA	H023286906	81006642	\$ 960.00
Lakeview Es-Cdc	746 Grand Ave	Oakland, CA	94610	BA/FA	H023286855	81006841	\$ 960.00
Lakeview Es-Cdc	746 Grand Ave	Oakland, CA	94610	BA/FA	H023286854	81006841	\$ 960.00
Laurel Cdc	3825 California St	Oakland, CA	94619	BA/FA	W897033077	81006644	\$ 1,270.00
Laurel Es	3750 Brown Ave	Oakland, CA	94619	BA/FA	H023286860	81006728	\$ 960.00
Lincoln Elementary School	225 11th St	Oakland, CA	94607	BA/FA	H024011216	81006731	\$ 960.00
Lockwood Cdc	1125 69th Ave	Oakland, CA	94621	BA/FA	H023286905	81006732	\$ 960.00
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	Oakland, CA	94621	BA/FA	H023286869	81006766	\$ 960.00



**Fire and Burglar Alarm Monitoring Proposal**

**April 22, 2025**

**Oakland Unified School District**

Luther Burbank Preschool	3550 64th Ave	Oakland, CA	94605	BA/FA	H024011221	81006770	\$ 1,270.00
Madison Middle School	400 Capistrano Dr	Oakland, CA	94603	BA/FA	H023286835	81006876	\$ 1,270.00
Madison Middle School	400 Capistrano Dr	Oakland, CA	94603	BA	W897033084	81006876	\$ 530.00
Manzanita Cdc	2618 Grande Vista Ave	Oakland, CA	94601	BA/FA	H023286881	81006772	\$ 960.00
Manzanita Es	2409 E 27th St	Oakland, CA	94601	BA/FA	H024011231	81006782	\$ 960.00
Markham Elementary School	7220 Krause Ave	Oakland, CA	94605	BA/FA	H023286867	81006783	\$ 960.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA/FA	H023286846	81006877	\$ 860.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA/FA	W897033089	81006877	\$ 1,270.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA/FA	H023286845	81006877	\$ 1,270.00
Mcclymonds High School	2607 Myrtle St	Oakland, CA	94607	BA	H023286815	81006828	\$ 530.00
Mcclymonds High School	2607 Myrtle St	Oakland, CA	94607	FA	H023286814	81006828	\$ 890.00
Melrose Leadership	4730 Fleming Ave	Oakland, CA	94619	BA/FA	H024011217	81006787	\$ 960.00
Melrose Leadership Academy @ Sherman	5328 Brann Street	Oakland, CA	94619	BA/FA	H023286901	81006789	\$ 890.00
Montclair E S	1757 Mountain Blvd	Oakland, CA	94611	BA/FA	H023286891	81006791	\$ 960.00
Montera Middle School	5555 Ascot Dr	Oakland, CA	94611	FA	W897033075	81006844	\$ 1,210.00
Montera Middle School	5555 Ascot Dr	Oakland, CA	94611	BA	H023286813	81006844	\$ 530.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	BA	H023286817	81006499	\$ 530.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	FA	H024011202	81006499	\$ 890.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	FA	H024011203	81006499	\$ 960.00
Oakland International High School Carter	4521 Webster St	Oakland, CA	94609	FA	H024011200	81006824	\$ 1,210.00
Oakland International High School Carter	4521 Webster St	Oakland, CA	94609	BA	W897033098	81006824	\$ 860.00
Oakland SOL Unity Middle School	1180 70th Ave	Oakland, CA	94621	BA/FA	H023286885	81006793	\$ 960.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	FA	H024011205	81006842	\$ 890.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	H024011206	81006842	\$ 530.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	W897033207	81006842	\$ 530.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	H023286819	81006842	\$ 530.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA/FA	H023286875	81006833	\$ 960.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA/FA	H023286876	81006833	\$ 960.00
Oakland U S D	955 High St	Oakland, CA	94601	BA	W897035027	81006873	\$ 530.00
Oakland USD	955 High St	Oakland, CA	94601	BA	H023286874	81006873	\$ 1,270.00
Ousd Police Services-Cole E S	1011 Union St	Oakland, CA	94607	BA/FA	W897033152	81006795	\$ 1,270.00
Parker Es-Cdc	7929 Ney Ave	Oakland, CA	94605	BA/FA	H024011226	81006796	\$ 960.00
Peralta E S Ousd	460 63rd St	Oakland, CA	94609	BA/FA	H024011208	81006847	\$ 960.00
Peralta E S Ousd	460 63rd St	Oakland, CA	94605	BA	H024011207	81006847	\$ 530.00
Piedmont Cdc	86 Echo Ave	Oakland, CA	94611	BA/FA	H023286879	81006797	\$ 960.00
Piedmont Es	4314 Piedmont Ave	Oakland, CA	94611	BA/FA	H023286882	81006798	\$ 960.00
Place At Prescott	920 Campbell St	Oakland, CA	94607	BA/FA	H023286883	81006799	\$ 960.00
Redwood Heights E S	4401 39th Ave	Oakland, CA	94619	BA/FA	H024011219	81006803	\$ 960.00
Roosevelt M S	1926 19th Ave	Oakland, CA	94606	BA/FA	H023286893	81006610	\$ 960.00



**Fire and Burglar Alarm Monitoring Proposal**

**April 22, 2025**

**Oakland Unified School District**

Metwest Hs	314 East 10th St	Oakland, CA	94606	BA	H023286923	81006871	\$ 530.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	FA	H023286877	81006840	\$ 890.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	BA	H023286878	81006840	\$ 960.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	BA	H023286880	81006840	\$ 530.00
Sankofa Elementary School	581 61 St	Oakland, CA	94609	BA/FA	H023286894	81006611	\$ 960.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA/FA	H023286801	81006823	\$ 960.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA/FA	H023286800	81006823	\$ 960.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA	H023286802	81006823	\$ 960.00
Sequoia School	3730 Lincoln Ave	Oakland, CA	94602	BA/FA	H023286898	81006640	\$ 960.00
Shands Annex	1710 45th Ave	Oakland, CA	94601	BA/FA	H023286886	81006643	\$ 960.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA/FA	H023286889	81006843	\$ 1,270.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA	W897033092	81006843	\$ 860.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA/FA	H024011220	81006843	\$ 1,270.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA	W897035032	81006843	\$ 530.00
Sobrante Park E S	470 El Paseo Dr	Oakland, CA	94603	BA/FA	H024011221	81006645	\$ 960.00
Stonehurst Cdc	901 105th Ave	Oakland, CA	94603	BA/FA	H023286926	81006650	\$ 960.00
Street Academy	417 29th St	Oakland, CA	94609	BA/FA	H023286902	81006654	\$ 960.00
The Center Commissary	2850 West Street	Oakland, CA	94608	BA/FA	W897033101	81006714	\$ 1,270.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	FA	H024011222	81006852	\$ 890.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011225	81006852	\$ 530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011223	81006852	\$ 530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011228	81006852	\$ 530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011229	81006852	\$ 530.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	H024011227	81006852	\$ 530.00
Thornhill Elementary School	5880 Thornhill Dr	Oakland, CA	94611	BA/FA	H023286912	81006715	\$ 960.00
United for Success Calvin Simmons	2101 35th Ave	Oakland, CA	94601	BA/FA	H023286895	81006717	\$ 960.00
Urban Promise Academy	3031 18th St	Oakland, CA	94601	BA/FA	W897033210	81006719	\$ 960.00
Washington Cdc	6097 Racine St	Oakland, CA	94609	BA/FA	H024011235	81006721	\$ 960.00
Webster Child Development Ctr	7980 Plymouth St	Oakland, CA	94621	BA/FA	H023286927	81006722	\$ 960.00
West Oakland @ Lowell	991 14th St	Oakland, CA	94607	BA/FA	H023286903	81006864	\$ 960.00
Westlake Middle School	2629 Harrison St	Oakland, CA	94611	BA/FA	W897033099	81006865	\$ 1,270.00
Yuk Yau Cdc	291 10th St	Oakland, CA	94607	BA/FA	H024011230	81006866	\$ 960.00

**EXHIBIT B**

**Hourly Rates**

{SR801406}10



**Fire and Burglar Alarm Monitoring Proposal**  
**Oakland Unified School District**

**April 22, 2025**

**Summary of Equipment at Oakland Unified School District Locations**

Total Quantity included in Proposal	
Scope Service	Equipment Inventory
Fire Alarm Monitoring	14
Burglar Monitoring	34
Cellular Communication	41
Combination Fire & Burglar Monitoring	99

**Summary of Proposal**

Scope Service	Annual Cost
Fire Alarm Monitoring	\$13,170.00
Burglar Alarm Monitoring	\$22,770.00
Combination Fire & Burglar Monitoring	\$101,620.00
<b>Total Proposal</b>	<b>\$137,560.00</b>

(14 Month Agreement Period) align with the OUSD Fiscal Year.

Monitoring Accounts included in the list below, and any updated account numbers that were changed throughout the year have also been updated to reflect the new account number.

**Monitoring Set Up Cost**

As needed Monitoring Set up Cost will be billed at time and material (if needed) at the current hourly fire alarm technician rate listed in the fire and life safety inspections agreement (separate document). This includes communicating with central station monitoring to establish and activate the monitoring service for each monitoring account. This may include programming the Bosch dialer, and or the fire alarm system associated.



**Fire and Burglar Alarm Monitoring Proposal**

**April 22, 2025**

**Oakland Unified School District**

**Service Agreement Terms**

Johnson Controls Fire Protection will provide the services outlined in this Agreement from May 1, 2025 until June 30, 2026. (14 Months) to align with the OUSD Fiscal Year.

Price: 2025 / 2026 Monitoring Service:

**\$137,560.00**

**NOTE:** Applicable Sales Tax is included in the price of the agreement.

**Billing Terms**

**Billing Format:** The service agreement excludes service calls and labor. The agreement is only for fire and burglar alarm monitoring. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of \$34,390.00 per quarter.

Terms and Conditions will follow the contract terms of original Monitoring Agreement between Johnson Controls Fire Protection and Oakland Unified School District dated 5.20.2024.

**Customer Acceptance**

**CUSTOMER**

Oakland Unified School District  
Buildings and Grounds  
955 High Street  
Oakland, CA 94601

Johnson Controls Fire Protection LP.  
6952 Preston Ave,  
Livermore, CA 94551

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

License Number (if applicable): \_\_\_\_\_

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Fire Service Manager *[insert "owner" or officer title]* of Johnson Controls Fire Protection LP (417) *[insert name of business entity]*, have read the foregoing and agree that Johnson Controls Fire Protection LP *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 5/23/2025 | 10:12 AM PDT

Name: Chris Shaffer

Signature: Chris Shaffer

Title: Fire Service Manager

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Johnson Controls Fire Protection LP  
Date of Entity’s Contract with District: Juanita Hunter  
Scope of Entity’s Contract with District: Fire Monitoring

I, Chris Shaffer *[insert name]*, am the Fire Service Manager *[insert “owner” or officer title]* for Johnson Controls Fire Protection LP (417) *[insert name of business entity]* (“Entity”), which entered a contract on June 26th, 2025, with the District for \$137,560.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 23rd, 2025

Signature: Chris Shaffer

Typed Name: Chris Shaffer

Title: Fire Service Manager

Entity: Johnson Controls



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC, 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com  CN101230596--5-24-25*	<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> (866) 966-4664 <b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Old Republic Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-010925242-02                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<b>AUTOMOBILE LIABILITY</b>			MWTB 313946-24 (Excludes New Hamp)	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313949-24 (Primary NH \$250k)	10/01/2024	10/01/2025	BODILY INJURY (Per person) \$
A				MWZX 313950-24 (Excess NH \$4.75mm)	10/01/2024	10/01/2025	BODILY INJURY (Per accident) \$
				Excess NH Auto is Follow Form to Primary NH Auto			PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 313943-24 (AOS - see page 2)	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A				MWXS 313944-24 (OH & WA)	10/01/2024	10/01/2025	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Oakland Unified School District; the Owner is/are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

**CERTIFICATE HOLDER**

Oakland Unified School District  
 955 High Street  
 Oakland, CA 94601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 of Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fire and Burglar Monitoring Project	<b>Site</b>	988
---------------------	-------------------------------------	-------------	-----

### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
-----------------------------	---

### Contractor Information

Contractor Name	Johnson Controls Fire Protection, LP	Agency's Contact	Colleen Moschell				
OUSD Vendor ID #	004981	Title	Project Manager				
Street Address	6952 Preston Ave., Suite A	City	Livermore	State	CA	Zip	94551
Telephone	925-381-8360	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	PR70049						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	07-01-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$137,560.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	Fund 010 RRMA	010-8150-0-0000-8110-5873-988-9880-9000-0503-99999	5671	\$137,560.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	Director, Buildings and Grounds Department				
	Signature	Date Approved	05/29/2025		
	MARC WHITE (May 29, 2025 11:37 PDT)				
2.	OUSD General Counsel, Facilities				
	Signature	Date Approved	05/28/2025		
3.	Chief Systems & Services Officer,				
	Signature	Date Approved	05/29/2025		
	Brad Thomas (May 29, 2025 14:47 PDT)				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			