

Board Office Use: Legislative File Info.	
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Introduction Date	08-14-2024
Enactment Number	24-1383
Enactment Date	8/14/2024 CJH



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Marc White, Director, Buildings and Grounds Department

Board Meeting Date August 14, 2024

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 **\$106,300.00** as the selected vendor, work commenced on June 1, 2024, and is scheduled to last until April 31, 2025, due to the previous provider's inability to continue services, necessitating a new vendor pursuant to the agreement.

Discussion The cost of services is \$114,500 or less (as of 1/1/24).

00.00%

LBP (Local Business Participation Percentage)

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 \$106,300.00 as the selected vendor, work commenced on June 1, 2024, and is scheduled to last until April 31, 2025, due to the previous provider's inability to continue services, necessitating a new vendor pursuant to the agreement.

Fund 010 -RRMA

Fiscal Impact

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. 24-1759

Department: Facilities Planning and Management

Vendor Name: Johnson Controls Fire Protection, LP

Project Name: Fire and Burglar Monitoring Project

Project No.: PR70049

Contract Term: Intended Start: June 1, 2024

Intended End: April 31, 2025

Total Cost Over Contract Term: \$106,300.00

Approved by: Preston Thomas

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 \$60,000 (as of 1/1/19)
- 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 \$114,500 or less (as of 1/1/24)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective June 1, 2024 (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”): remote fire and burglar monitoring services (as further described in *Exhibit A* to this Agreement). Contractor shall provide additional services other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform the 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. All Services performed by Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by vendors specially qualified to provide the Services required by District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (collectively, “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 begin on the effective date of this Agreement, and shall end on April 31, 2025 (“Term”), 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 District’s governing board. Written notice by District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or 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.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. 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 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 upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the rates listed in *Exhibit A* for Services satisfactorily performed. Contractor shall not increase these rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **one hundred six thousand and three hundred dollars (\$106,300.00)**. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming.

District shall make payments quarterly as outlined in the attached **Exhibit A**. District reserves the right to withhold payments in the event of breach, damages, or failure to perform by JCI,

District agrees to make payment within thirty (30) days of receipt of a detailed invoice from Contractor based on Services performed and rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Services required as a result of wrongful acts or omissions.

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, "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, 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 Contractor Parties' use of the site, Contractor's or Contractor Parties' performance of the Services, Contractor's or 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 District or 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") that 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

(SR801406)

failure of any Equipment used by Contractor or Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or 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 two million dollars (\$2,000,000.00) each occurrence; (ii) commercial automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.* Neither Contractor nor any of 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 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 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 Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and 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 District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit B*).

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 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 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 District, including but not limited to student names and other identifying information. As applicable, Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, as applicable, 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. Any assignment or transfer made without the prior written consent of District shall be void and of no force or effect. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Contractor.

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 District's governing board.

17. **Governing Law and Venue.** 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 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 District's versions of these forms, which District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** 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 C* 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 without first obtaining the written approval of the District.

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 District in respect to the Services to be performed under this Agreement for 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 District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by 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 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.** Pursuant to California Revenue and Taxation Code, District shall withhold seven percent of the income paid to Contractor for Services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California. If Contractor qualifies for a tax withholding, Contractor shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

DISTRICT:

CONTRACTOR:

OAKLAND UNIFIED SCHOOL DISTRICT

**JOHNSON CONTROLS FIRE
PROTECTION LP**

By: <u></u>	By: <u>Leroy Suisala</u>
Name: <u>Preston Thomas</u>	Name: <u>Leroy Suisala</u>
Title: <u>Chief Systems + Services Officer</u>	Title: <u>Fire Service Manager</u>

EXECUTED SUBJECT TO THE ATTACHED RIDER AND AMENDMENT 1, ATTACHED AND INCORPORATED HEREIN BY REFERENCE

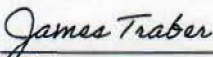
Address for District Notices:

Address for Contractor Notices:


Buildings and Grounds
955 High Street
Oakland CA 94601

6952 Preston Ave.
Livermore, CA 94551

Approved As To Form:

<u></u>	7/19/24
OUSD Facilities Legal Counsel	Date

Name: Benjamin Davis
Title: President, Board of Education

Sign:  Date: 8/15/2024

Name: Kyla Johnson-Trammell
Title: Superintendent and Secretary, Board of Education


Sign:  Date: 8/15/2024

EXHIBIT A

Scope of Services and Billing Terms



Fire and Burglar Alarm Monitoring Proposal

April 30, 2024

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

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

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

Johnson Controls Fire Protection LP aka Tyco / SimplexGrinnell 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.

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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.

Monitoring Set Up Cost

- Will be billed at time and material (if needed) at the current hourly fire alarm technician rate. 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.

Summary of Equipment at Oakland Unified School District Locations

Total Quantity included in Proposal	
Scope Service	Equipment Inventory
Fire Alarm Monitoring	15
Burglar Monitoring	34
Cellular Communication	33
Combination Fire & Burglar Monitoring	104

Summary of Proposal

Scope Service	Annual Cost
Fire Alarm Monitoring	\$10,380.00
Burglar Alarm Monitoring	\$15,520.00
Combination Fire & Burglar Monitoring	\$80,400.00
Total Proposal	\$106,300.00

If there are additional monitoring accounts that are needed that are not listed in this proposal then those will be added via addendum at this same per unit annual price. (Fire alarm \$660 / Burglar Alarm \$400 / Cellular account \$240 (is marked below in blue) / Combination FA& BA \$720)

Labor Rates

The per hour rates below are ONLY for monitoring set up and activation (estimated to be completed in May 2024). As of 7/1/2024 the new OUSD labor rates in the inspection and testing proposal will prevail.

Labor Rates	Price
Clocks / Fire Alarm / Paging / Security Systems Service /Repair	\$216.00 per hour
Fire Sprinkler Service / Repair	\$216.00 per hour

Inside Wireman Electrical Repair Work	\$216.00 per hour
Johnson Controls Materials Price	List Price -20%
Materials Price from Third Part	Cost +15%
Equipment Rental	Cost +15%

Service Agreement Terms

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
May 1, 2024 – April 31, 2025.

Price: 2024 / 2025 Monitoring Service: **\$106,300.00**

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 **\$26,575.00** per quarter.

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: 

Print Name: Preston Thomas

Title: Chief Systems + Services Officer

By: _____

Print Name: _____

Title: _____

License Number (if applicable): _____

Site Name	Address	City, State	Zip	Account Type	Dialer Information	Annual Monitoring Cost
McClymonds High School	2607 Myrtle St	Oakland, CA	94607	BA	D9412GV4	\$ 400.00
McClymonds High School	2607 Myrtle St	Oakland, CA	94607	FA	D9412GV4	\$ 660.00
Frick Junior High School	2845 64th St	Oakland, CA	94605	BA	D9412GC4	\$ 400.00
Frick Junior High School	2845 64th St	Oakland, CA	94605	FA	D9412GV4	\$ 660.00
Fruitvale CDC	3200 Boston Ave	Oakland, CA	94606	BA	D9412	\$ 640.00
Fruitvale E S	3200 Boston Ave	Oakland, CA	94606	BA/FA	D9412GV4	\$ 960.00
Horace Mann E S	5222 Ygnacio Ave	Oakland, CA	94601	BA/FA	D9412	\$ 720.00
Madison Middle School	400 Capistrano Dr	Oakland, CA	94603	BA/FA	D9412GV4	\$ 960.00
Jefferson Cdc	1975 40th Ave	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
King Estates Jr High	8251 Fontaine St	Oakland, CA	94605	BA	D9412GV4	\$ 400.00
King Estates Jr High	8251 Fontaine St	Oakland, CA	94605	FA	D9412GV4	\$ 660.00
Brookfield E S-Cdc	401 Jones Ave	Oakland, CA	94603	BA/FA	D9412GV4	\$ 720.00
Brookfield E S-Cdc	401 Jones Ave	Oakland, CA	94603	BA/FA	D9412GV4	\$ 720.00
Claremont JHS	5750 College Ave	Oakland, CA	94618	BA/FA	D9412GV4	\$ 960.00
Franklin E S	915 Foothill Blvd	Oakland, CA	94606	BA/FA	D9412GV4	\$ 720.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA/FA	D9412GV4	\$ 720.00
Santa Fe Elementary School	915 54th St	Oakland, CA	94608	BA/FA	D9412GV4	\$ 720.00
Santa Fe Elementary School	920 53rd St	Oakland, CA	94608	BA/FA	D9412GV4	\$ 720.00
Melrose Leadership	4730 Fleming Ave	Oakland, CA	94619	BA/FA	D9412GV4	\$ 720.00
Hintel Ku Ca Cdc	11850 Campus Dr	Oakland, CA	94619	BA/FA	D9412GV4	\$ 720.00
Piedmont Es	4314 Piedmont Ave	Oakland, CA	94611	BA/FA	D9412GV4	\$ 720.00
Piedmont Cdc	86 Echo Ave	Oakland, CA	94611	BA/FA	D9412GV4	\$ 720.00
Place Al Prescott	920 Campbell St	Oakland, CA	94607	BA/FA	D9412GV4	\$ 720.00
Joaquin Miller E S	5525 Ascot Dr	Oakland, CA	94611	BA/FA	D9412GV4	\$ 960.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	BA	D9412GV2	\$ 400.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	FA	D9412GV2	\$ 660.00
Oakland High School	1023 MacArthur Blvd	Oakland, CA	94610	BA/FA	D9412	\$ 720.00
Oakland International High School Carter	4521 Webster St	Oakland, CA	94609	FA	D9412GV2	\$ 900.00
Oakland International High School Carter	4521 Webster St	Oakland, CA	94609	BA	D9412GV2	\$ 640.00
Peralta E S Ousd	460 63rd St	Oakland, CA	94609	BA/FA	D9412GV2	\$ 720.00
Peralta E S Ousd	460 63rd St	Oakland, CA	94605	BA	D9412	\$ 400.00
Roosevelt M S	1926 19th Ave	Oakland, CA	94606	BA/FA	D9412GV4	\$ 720.00
Roosevelt M S	314 East 10th St	Oakland, CA	94606	BA	D9412GV4	\$ 400.00
La Escuelita Es	1050 2nd Ave	Oakland, CA	94606	BA/FA	D9412GV4	\$ 720.00
Elmhurst Ms Alliance Academy	1800 98th Ave	Oakland, CA	94603	BA	D9412GV4	\$ 400.00
Acce At Neighborhood Center	750 International Blvd	Oakland, CA	94606	BA/FA	D9412GV4	\$ 720.00
Bella Vista Cdc	2410 10th Ave	Oakland, CA	94606	FA	D9412	\$ 660.00
Bella Vista Cdc	2410 10th Ave	Oakland, CA	94606	BA	D9412GV2	\$ 400.00
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
Montclair E S	1757 Mountain Blvd	Oakland, CA	94611	BA/FA	D9412GV4	\$ 720.00
Redwood Heights E S	4401 39th Ave	Oakland, CA	94619	BA/FA	D9412GV2	\$ 720.00
Highland Academy Rise	8521 A St	Oakland, CA	94621	BA/FA	D9412	\$ 720.00
Bella Vista E S	1025 E.28th St	Oakland, CA	94610	BA/FA	D9412GV4	\$ 720.00
Bret Harte M S	3700 Coolidge Dr	Oakland, CA	94602	BA	D9412GV4	\$ 400.00
Bret Harte M S	3700 Coolidge Dr	Oakland, CA	94602	FA	D9412GV2	\$ 660.00

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Carl B Munck E S	11900 Campus Dr	Oakland, CA	94619	BA/FA	D9412GV4	\$ 720.00
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	Oakland, CA	94603	BA/FA	D9412GV4	\$ 720.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA/FA	D9412GV4	\$ 960.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA	D9412GV2	\$ 640.00
Oakland USD	955 High St	Oakland, CA	94601	BA/FA	D9412GV4	\$ 960.00
Ralph Bunche Academy	1240 18th St	Oakland, CA	94607	BA/FA	D9412GV2	\$ 720.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA	D9412GV4	\$ 400.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA/FA	D9412GV4	\$ 720.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA/FA	D9412GV2	\$ 720.00
Elmhurst Ms Alliance Academy	1800 98th Ave	Oakland, CA	94603	FA	D721B2	\$ 660.00
Grass Valley Elementary School	4720 Dunkirk Ave	Oakland, CA	94605	BA/FA	D9412GV4	\$ 720.00
Grass Valley Elementary School	4720 Dunkirk Ave	Oakland, CA	94605	BA/FA	D9412GV4	\$ 720.00
Markham Elementary School	7220 Krause Ave	Oakland, CA	94605	BA/FA	D9412GV4	\$ 720.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	FA	D9412GV4	\$ 660.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
Roots International Havenscourt	1390 66th Ave	Oakland, CA	94621	BA	D9412GV4	\$ 400.00
Webster Child Development Ctr	7980 Plymouth St	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
Yuk Yau Cdc	291 10th St	Oakland, CA	94607	BA/FA	D9412GV4	\$ 720.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA/FA	D9412GV4	\$ 960.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	D9412GV4	\$ 640.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	D9412	\$ 640.00
Castlemont High School	8601 MacArthur Blvd	Oakland, CA	94605	BA	D9412GV4	\$ 640.00
Global Family Jefferson Es	2035 40th Ave	Oakland, CA	94601	BA/FA	D9412	\$ 720.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	FA	D9412GV2	\$ 660.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	D9412	\$ 400.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	D9412	\$ 400.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	D9412	\$ 400.00
Think College Now Cesar Chavez	2825 International Blvd	Oakland, CA	94601	BA	D9412	\$ 400.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	FA	D9412	\$ 680.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	D9412	\$ 400.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	D9412	\$ 400.00
Oakland Tech H S	4351 Broadway	Oakland, CA	94611	BA	D9412	\$ 400.00
Manzanita Es	2409 E 27th St	Oakland, CA	94601	BA/FA	D9412GV2	\$ 720.00
Manzanita Cdc	2618 Grande Vista Ave	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA/FA	D9412GV4	\$ 960.00
Martin Luther King Es-Cdc	960 10th St	Oakland, CA	94607	BA	D9412GV4	\$ 640.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA	D9412GV4	\$ 400.00
Oakland U S D -Warehouse	900 High Street	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Sequoia School	3730 Lincoln Ave	Oakland, CA	94602	BA/FA	D9412GV4	\$ 720.00
United for Success Calvin Simmons	2101 35th Ave	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Greenleaf Elementary School	6328 E 17th St	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
Hoover Elementary School	890 Brockhurst St	Oakland, CA	94608	BA/FA	D9412GV2	\$ 720.00
Lincoln Elementary School	225 11th St	Oakland, CA	94607	BA/FA	D9412GV2	\$ 720.00
Community Day School	4917 Mountain Blvd	Oakland, CA	94619	BA	D9412	\$ 400.00
Street Academy	417 29th St	Oakland, CA	94609	BA/FA	D9412GV4	\$ 720.00
Stonehurst Cdc	901 105th Ave	Oakland, CA	94603	BA/FA	D9412GV4	\$ 720.00
Allendale School	3670 Penniman Ave	Oakland, CA	94619	BA/FA	D9412GV2	\$ 720.00

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Burckhalter Elementary School	3994 Burckhalter Ave	Oakland, CA	94605	BA/FA	D9412	\$ 720.00
Cleveland Elementary School	745 Cleveland St	Oakland, CA	94606	FA	D9412GV2	\$ 660.00
Cleveland Elementary School	745 Cleveland St	Oakland, CA	94606	BA	D9412GV2	\$ 400.00
Cox Academy - Ed for Change	9860 Sunnyside St	Oakland, CA	94603	BA/FA	D9412GV2	\$ 720.00
Montera Middle School	5555 Ascot Dr	Oakland, CA	94611	FA	D9412GV4	\$ 900.00
Montera Middle School	5555 Ascot Dr	Oakland, CA	94611	BA	D9412GV4	\$ 400.00
East Oakland Pride Webster	8000 Birch St	Oakland, CA	94621	BA/FA	D9412GV4	\$ 960.00
Washington Cdc	6097 Racine St	Oakland, CA	94609	BA/FA	D9412	\$ 720.00
Dewey High School	1111 2nd Ave	Oakland, CA	94606	BA/FA	D9412GV2	\$ 960.00
Hillside Academy	2369 84th Ave	Oakland, CA	94605	BA/FA	D9412GV4	\$ 720.00
Acom Woodland - Encompass Academy	1025 81st Ave	Oakland, CA	94621	BA/FA	D9412	\$ 720.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA/FA	D9412GV4	\$ 960.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA	D9412GV4	\$ 640.00
Skyline H S	12250 Skyline Blvd	Oakland, CA	94619	BA/FA	D9412GV4	\$ 960.00
Edna Brewer E S	3748 13th Ave	Oakland, CA	94610	BA/FA	D9412GV4	\$ 960.00
Crocker Highland School	525 Midcrest Rd	Oakland, CA	94610	BA/FA	D9412GV2	\$ 960.00
Highland Cdc	1322 86th Ave	Oakland, CA	94621	BA/FA	D9412GV2	\$ 720.00
Bridges Academy Melrose	1325 53rd Ave	Oakland, CA	94601	BA	D9412GV2	\$ 400.00
Bridges Academy Melrose	1325 53rd Ave	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Chabot Elementary School	6686 Chabot Rd	Oakland, CA	94618	BA/FA	D9412GV4	\$ 720.00
Adventure Time CDC	25 S Hill Ct	Oakland, CA	94618	BA/FA	D9412GV4	\$ 720.00
Lockwood Cdc	1125 69th Ave	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
Parker Es-Cdc	7929 Ney Ave	Oakland, CA	94605	BA/FA	D9412	\$ 720.00
Garfield E S	1640 22nd Ave	Oakland, CA	94606	BA/FA	D9412GV2	\$ 720.00
Crocker Highland School	525 Midcrest Rd	Oakland, CA	94610	BA/FA	D9412	\$ 720.00
OUSD Police Services-Cole E S	1011 Union St	Oakland, CA	94607	BA/FA	D9412GV2	\$ 960.00
OUSD Police Services-Cole E S	1011 Union St	Oakland, CA	94607	BA/FA	D9412GV4	\$ 960.00
Hillcrest Elementary School	30 Marguerite Ave	Oakland, CA	94618	BA/FA	D9412GV4	\$ 720.00
Harriet Tubman	800 33rd St	Oakland, CA	94608	BA/FA	D9412GV4	\$ 720.00
West Oakland @ Lowell	991 14th St	Oakland, CA	94607	BA/FA	D9412GV4	\$ 720.00
Thornhill Elementary School	5880 Thornhill Dr	Oakland, CA	94611	BA/FA	D9412GV4	\$ 720.00
Urban Promise Academy	3031 18th St	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Sankofa Elementary School	581 61 St	Oakland, CA	94609	BA/FA	D9412GV4	\$ 720.00
Sobrante Park E S	470 El Paseo Dr	Oakland, CA	94603	BA/FA	D9412GV2	\$ 720.00
Westlake Middle School	2629 Harrison St	Oakland, CA	94611	BA/FA	D9412GV4	\$ 960.00
Golden Gate Cdc	6232 Herzog St	Oakland, CA	94608	BA/FA	D9412GV2	\$ 720.00
Arroyo Viejo Cdc	1895 78th Ave	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
Shands Annex	1710 45th Ave	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Luther Burbank Preschool	3550 64th Ave	Oakland, CA	94605	BA/FA	D9412GV4	\$ 960.00
Elmhurst Ms Alliance Academy	1800 98th Ave	Oakland, CA	94603	BA/FA	D9412GV4	\$ 720.00
Fremont H S	4610 Foothill Blvd	Oakland, CA	94601	BA/FA	D9412GV4	\$ 720.00
Howard Es	8755 Fountain St	Oakland, CA	94605	BA/FA	D9412GV4	\$ 720.00
Think College Now Cesar Chavez	2625 International Blvd	Oakland, CA	94601	BA	D9412	\$ 400.00
Centro Infantil Cdc	2660 E 16th St	Oakland, CA	94601	BA/FA	D9412GV4	\$ 960.00
Lakeview Es-Cdc	746 Grand Ave	Oakland, CA	94610	BA/FA	D9412GV4	\$ 720.00
Lakeview Es-Cdc	746 Grand Ave	Oakland, CA	94610	BA/FA	D9412GV4	\$ 720.00
Arts Far West / Oakland Tech Upper Campus	5263 Broadway Terrace	Oakland, CA	94618	BA/FA	D9412GV4	\$ 720.00
Oakland SOL Unity Middle School	1180 70th Ave	Oakland, CA	94621	BA/FA	D9412GV4	\$ 720.00
The Center Commissary	2850 West Street	Oakland, CA	94608	BA/FA	D9412GV4	\$ 960.00
Laurel Es	3750 Brown Ave	Oakland, CA	94619	BA/FA	D9412GV4	\$ 720.00

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Laurel Cdc	3825 California St	Oakland, CA	94619	BA/FA	D9412GV4	\$ 960.00
Cox Academy - Ed for Change	9860 Sunnyside St	Oakland, CA	94603	BA/FA	D9412GV2	\$ 720.00
Ascend K-8 School	3709 E. 12th St	Oakland, CA	94601	BA/FA	TBD	\$ 720.00
Community School for Creative Education	2111 International Blvd	Oakland, CA	94606	FA	TBD	\$ 660.00
Community School for Creative Education	2111 International Blvd	Oakland, CA	94606	BA	TBD	\$ 400.00
Eastbay Innovation	3400 Malcom Ave	Oakland, CA	94605	BA/FA	TBD	\$ 720.00
Emerson E S - Cdc	4803 Lawton Ave	Oakland, CA	94609	BA/FA	TBD	\$ 960.00
Glenview E S	4215 La Cresta Ave	Oakland, CA	94602	BA/FA	TBD	\$ 960.00
Melrose Leadership Academy @ Sherman	5328 Brann Street	Oakland, CA	94619	FA	TBD	\$ 660.00
Melrose Leadership Academy @ Sherman	5328 Brann Street	Oakland, CA	94619	BA	TBD	\$ 400.00

EXHIBIT B

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 ~~Leroy Suisala~~ Fire Service Manager [insert "owner" or officer title] of ~~Johnson Controls Fire Protection LP~~ Prote
[insert name of business entity], have read the foregoing and agree that ~~Johnson Controls Fire Protection LP~~ Prote
[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: 5/17/2024 | 2:43 PM PDT

Name: Leroy Suisala

Signature: Leroy Suisala

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: June 1, 2024
Scope of Entity's Contract with District: Monitoring Services

I, Leroy Suisala [insert name], am the Fire Service Manager [insert "owner" or officer title] for Johnson Controls Fire Protection LP [insert name of business entity] ("Entity"), which entered a contract on May 17th, 2024, with the District for Monitoring Services.

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 17, 2024

Signature: Leroy Suisala
Typed Name: Leroy Suisala
Title: Fire Service Manager
Entity: Johnson Controls Fire Protection LP

EXHIBIT C

Designation of Key Personnel

Intentionally left blank to provide flexibility in staffing



**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 (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.

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.

COVERAGES

LIMITS OF LIABILITY

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.

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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")

By: 
Title: Chief Systems + Services Officer
Date: 5.20.24

Johnson Controls Fire Protection LP ("Johnson

By: Leroy Suisala
Title: Fire Service Manager
Date: 5/17/2024 | 2:43 PM PDT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2024

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).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No): E-MAIL ADDRESS: JCI.certrequest@marsh.com
INSURER(S) AFFORDING COVERAGE	
CN101230596-5-23-24*	
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER A : Old Republic Insurance Company 24147 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CHI-010547715-02 **REVISION NUMBER: 4**

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 OTHER:			MWZY 313947-23	10/01/2023	10/01/2024	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	AUTOMOBILE LIABILITY			MWTB 313946-23 (Excludes New Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313949-23 (Primary NH \$250k) MWZX 313950-23 (Excess NH \$4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023	10/01/2024	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313943-23 (AOS - see page 2) MWS 313944-23 (OH & WA)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 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 Facilities Planning And M 955 High St 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
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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DE, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certificate holder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC; AnikaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolays, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Senelco Iberia, Inc.; Sensomatic Asia/Pacific, Inc.; Sensomatic Electronics (Puerto Rico) LLC; Sensomatic Electronics, LLC; Sensomatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Integrated Solutions; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; W&F Fire HC, LLC; York International (SA), Inc.; York International Corporation

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED
PERSON OR ORGANIZATION - ENDORSEMENT A2**

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012



AMENDMENT 1 TO AGREEMENT

THIS AMENDMENT 1 ("Amendment") made as of May 17th, 2024 (the "Effective Date"), by and between JOHNSON CONTROLS FIRE PROTECTION LP ("JCFP") and Oakland Unified School District (the "Customer") to amend the Fire and Burglar Alarm Monitoring Proposal Agreement between the parties, dated May 17, 2024 (the "Agreement"). Customer and JCFP are each a "Party" and collectively, the "Parties". Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS the Parties wish to amend the Agreement to allow Customer to continue to receive services from JCFP on the terms and conditions provided therein;

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Customer and JCFP hereby agree as follows:

- 1. Term. Upon expiration, this Agreement will extend for successive thirty (30) day terms until the Parties enter into a new Agreement or a Party provides 15 days' prior written notice of termination to the other Party. If the parties do not enter into a new Agreement or we do not come to a mutual understanding, any labour performed or materials during this time will be billed at JCFP's standard labour rates at the time the work was performed.
2. Entire Agreement. This Amendment replaces any prior oral or written agreements or other communications between the Parties regarding the subject matter of this Agreement and may not be modified except in writing signed by the Parties.
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such separate counterparts shall together constitute but the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date.

JOHNSON CONTROLS FIRE PROTECTION LP

CUSTOMER

By: Leroy Suisala

By: [Signature]

Name: Leroy Suisala

Name: Preston Thomas

Title: Fire Service Manager

Title: Chief System + Services Officer

Date: 5/17/2024 | 2:43 PM PDT

Date: 5/20/24



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fire and Burglar Monitoring Project	Site	988
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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.

Attachment Checklist	<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
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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
Telephone	925-381-8360	Zip	94551	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)	06-01-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	04-31-2025
		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)	\$106,300.00
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	010-8150-0-0000-8110-5671-988-9888-9000-0503-99999	5671	\$106,300.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings and Grounds Department				
	Signature <i>[Signature]</i> For Mac White	Date Approved	7-19-24		
2.	General Counsel, Facilities				
	Signature <i>James R. Traber</i>	Date Approved	7/19/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature <i>Preston Thomas</i> (Jul 19, 2024 15:07 PDT)	Date Approved	Jul 19, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			