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ON 10/4/2023

By /s/ Anthony Berini
Deputy Clerk

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN MATEO**

16
17 **COUNTY OF SAN MATEO**, a public
18 entity,

19 **Plaintiff,**

20 **vs.**

21 **PATRICIA CHRISTINE EATON**,
22 individually and as officer and director of
AIXTEK;

23 **JOHN MONROE EATON**, individually
and as officer and director of AIXTEK;

24 **AIXTEK**, a California Corporation doing
25 business as **EATON & ASSOCIATES**; and
DOES 1 through **25**, inclusive.

26 **Defendants.**

23-CIV-04642
CASE NO.

COMPLAINT FOR DAMAGES BASED ON:

1) **CALIFORNIA FALSE CLAIMS ACT**
– **PRESENTING FALSE CLAIMS**

2) **BREACH OF CONTRACT**

JURY TRIAL DEMANDED

27
28
COMPLAINT

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PAGE NO.

I. INTRODUCTION.....1

II. JURISDICTION AND VENUE.....2

III. PARTIES2

 A. Plaintiff2

 B. Defendants2

 C. Unnamed and Doe Defendants3

 D. Agency, Concert of Action, and Conspiracy3

 E. Alter Ego Liability4

 F. Statute of Limitations.....5

IV. FACTUAL BASIS FOR CLAIMS5

 A. The Original Fiber Contract.....5

 B. The Amended Fiber Contract.....7

 C. 2022 Audit of COUNTY’S Network Infrastructure8

V. CAUSES OF ACTION9

 FIRST CAUSE OF ACTION
 California False Claims Act – Presenting False Claims9

 SECOND CAUSE OF ACTION
 Breach of Contract10

VI. PRAYER FOR RELIEF.....11

VII. JURY DEMAND.....12

1 **I. INTRODUCTION**

2 1. Since 2013, the taxpayers of San Mateo County (“COUNTY” or “PLAINTIFF”)
3 have paid more than \$28.8 million to Defendants PATRICIA CHRISTINE EATON, JOHN
4 MONROE EATON, and their information technology company AIXTEK, which does business as
5 EATON & ASSOCIATES (the “EATON DEFENDANTS”). Two million of that total was paid to
6 connect COUNTY buildings with fiber-optic cable.

7 2. Both the County and its taxpayers should have benefitted from high-speed internet
8 access, enhanced fiber connectivity, and greater regional accessibility to Wi-Fi connectivity
9 during the pandemic. Instead, the taxpayers received nothing for their investment. PATRICIA
10 CHRISTINE EATON and JOHN MONROE EATON falsely claimed to San Mateo County that
11 the work it had billed the County for was completed despite knowing it was not completed.

12 3. Furthermore, the lack of access to this fiber limited the COUNTY’s ability to
13 connect other nearby COUNTY facilities to the fiber backbone. This would have resulted in a
14 significant reduction of recurring carrier costs and drastically increased data speeds to locations
15 that provide critical community health and social services. Additionally, the availability of the
16 fiber would have enabled enhancements to public safety, specifically by significantly increasing
17 the resiliency of first responder dispatch function for 9-1-1 services being provided to the City of
18 Daly City by COUNTY.

19 4. PATRICIA CHRISTINE EATON and JOHN MONROE EATON enriched
20 themselves by submitting claims for payment without disclosing that they had not complied with
21 the material terms of their fiber-optic contracts with San Mateo County. Much more than a breach
22 of contract, this conduct also violates California’s False Claims Act, which was designed to
23 protect government agencies from fraudulent conduct of contractors like the EATON
24 DEFENDANTS. This suit calls the EATON DEFENDANTS to answer for defrauding San Mateo
25 County taxpayers and seeks treble damages, costs of suit, attorney’s fees and a civil penalty for
26 each false claim they submitted for payment.

27
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1 **II. JURISDICTION AND VENUE**

2 5. Venue is proper in this county because the EATON DEFENDANTS contracted to
3 perform services for San Mateo County, and the EATON DEFENDANTS can be found in, reside
4 in, and/or transact business in this county. Venue is further proper in this county because
5 DEFENDANTS’ obligations and liability arose in this county.

6 6. This Court has jurisdiction under the California False Claims Act, Cal. Gov. Code
7 § 12652(c)(2).

8 **III. PARTIES**


9 **A. Plaintiff**

10 7. SAN MATEO COUNTY is a local government entity organized under the laws
11 of the State of California. COUNTY is a “political subdivision” as defined by California’s False
12 Claims Act (Cal. Gov. Code § 12650, et seq.).

13 **B. Defendants**

14 8. Defendant PATRICIA CHRISTINE EATON (“PATRICIA”) is the owner and
15 Chief Financial Officer of Defendant AIXTEK.

16 Sincerely,
17 Patricia Eaton
18 Owner and CFO
19 AIXTEK, d.b.a. Eaton and Associates

20 Patricia Eaton | Direct: [REDACTED] | Mobile: [REDACTED]
21 CFO | Email: [REDACTED]@eatonassoc.com | Web: eatonassoc.com
22  | Address: 890 Cowan Road, Suite C, Burlingame, CA 94010

23 9. PATRICIA is the corporate secretary of Defendant AIXTEK and, along with
24 JOHN MONROE EATON, she is one of two corporate directors of the company.

25 10. Defendant JOHN MONROE EATON (“JOHN”) is the chief executive officer of
26 Defendant AIXTEK, and he is the other corporate director of AIXTEK alongside Defendant
27 PATRICIA. The Original Fiber Contract identifies JOHN as the president of Eaton and
28 Associates.

1 11. On information and belief, Defendant AIXTEK is a California corporation doing
2 business in the state as Eaton and Associates (“AIXTEK”). AIXTEK’S primary place of business
3 is 20 N. Railroad Avenue in the city of San Mateo. AIXTEK is a “person” as defined by
4 California’s False Claims Act (Cal. Gov. Code § 12650, et seq.). AIXTEK has provided
5 information technology services to the COUNTY since approximately 2013.

6 **C. Unnamed and Doe Defendants**

7 12. The true names and capacities, whether individual, corporate, associate or
8 otherwise of the Defendants DOES 1 through 25, inclusive, are unknown to PLAINTIFF who
9 therefore sues said Defendants by such fictitious names pursuant to Code of Civil Procedure
10 section 474. PLAINTIFF further alleges that each fictitious Defendant is in some manner
11 responsible for the acts and occurrences set forth herein. PLAINTIFF will amend this Complaint
12 to show their true names and capacities when the same are ascertained, as well as the manner in
13 which each fictitious Defendant is responsible.

14 **D. Agency, Concert of Action, and Conspiracy**

15 13. At all times herein mentioned, Defendants PATRICIA, JOHN, AIXTEK, and
16 DOES 1 through 25, inclusive, were the agent, servant, employee, partner, aider and abettor, co-
17 conspirator and/or joint venturer of each of the remaining defendants named herein and were at all
18 times operating and acting within the purpose and scope of said agency, service, employment,
19 partnership, conspiracy, alter ego and/or joint venture, and each defendant has ratified and
20 approved the acts of each of the remaining defendants. Each of the DEFENDANTS, including but
21 not limited to DOES 1 through 25, aided and abetted, encouraged, and/or rendered substantial
22 assistance to the other defendants in breaching their obligations to Plaintiff as alleged herein. In
23 taking action to aid and abet and substantially assist the commission of these wrongful acts and
24 other wrongdoings complained of, as alleged herein, each of the Defendants acted with an
25 awareness of his or her primary wrongdoing and realized that his or her conduct would
26 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
27 wrongdoing.

28 ///

1 **E. Alter Ego Liability**

2 14. On information and belief, AIXTEK is the alter ego of Defendants PATRICIA and
3 JOHN, who are the are the sole owners, managers, officers, and directors of AIXTEK and use
4 AIXTEK for their own personal gain.

5 15. AIXTEK is the alter ego of Defendants PATRICIA and JOHN in that it has
6 maintained such a unity of interest and ownership that the separate personalities of the business
7 entity and the individual defendant no longer exist and that an inequitable result would follow if
8 they were treated as separate individuals.

9 16. PLAINTIFF is informed and believes that AIXTEK is inadequately capitalized and
10 that PATRICIA and JOHN made frequent transfers of funds to themselves and/or other entities
11 that they owned, managed, and/or controlled that continually stripped AIXTEK of its assets
12 despite AIXTEK's debts, including its debts to PLAINTIFF. PATRICIA and JOHN thus treated
13 AIXTEK assets as their own.

14 17. PLAINTIFF is informed and believes that PATRICIA and JOHN comingled
15 AIXTEK's funds and assets with those of other entities they owned, managed, and/or controlled,
16 but not for the benefit of AIXTEK, and to the detriment of AIXTEK's creditors, including
17 PLAINTIFF.

18 18. PLAINTIFF is informed and believes that AIXTEK is a mere shell and conduit for
19 PATRICIA and JOHN's affairs.

20 19. AIXTEK's articles of incorporation were filed on October 2, 1995. PATRICIA and
21 JOHN signed the articles as the incorporators. The articles list JOHN as the agent for service of
22 process.

23 20. AIXTEK filed a statement of information with the Secretary of State on October
24 28, 2021. The statement lists JOHN as the chief executive officer and PATRICIA as the corporate
25 secretary. The statement lists JOHN and PATRICIA as board members, and it states that the
26 board has no vacancies. JOHN is listed as the agent for service of process. The statement was
27 signed by PATRICIA.

28

1 21. AIXTEK filed a statement of information with the Secretary of State on October
2 31, 2022. The statement lists JOHN as the chief executive officer and PATRICIA as the corporate
3 secretary and chief financial officer; the corporation has no other officers. The statement lists
4 JOHN and PATRICIA as board members, and it states that the board has no vacancies. JOHN is
5 listed as the agent for service of process. The statement was signed by PATRICIA.

6 22. PLAINTIFF is informed and believes that PATRICIA and JOHN disregarded
7 corporate formalities including failing to regularly elect directors, appoint officers, hold board
8 meetings, and keeping minutes.

9 23. An inequitable result would follow if PATRICIA and JOHN were permitted to use
10 AIXTEK as a shield against personal liability in conscious disregard for the separateness of the
11 corporation, for their own personal benefit, and at the expense of creditors such as PLAINTIFF.

12 **F. Statute of Limitations**

13 24. At all times relevant herein, Defendants, and each of them, concealed and omitted
14 relevant facts that would have allowed PLAINTIFF to discover the true nature and degree of
15 Defendants' misconduct alleged here. As a result of these misrepresentations and omissions,
16 equitable tolling of the statute of limitations applies as to the claims asserted by PLAINTIFF. Any
17 applicable statute of limitations that might otherwise bar certain of the claims at issue should be
18 tolled because Defendants, and each of them, actively misled PLAINTIFF through affirmative
19 representations and omissions with respect to the true status of the performance of under the
20 Original Fiber Contract and Amended Fiber Contract.

21 **IV. FACTUAL BASIS FOR CLAIMS**

22 **A. The Original Fiber Contract**

23 25. On March 15, 2018, COUNTY contracted with AIXTEK to increase internet
24 access for COUNTY residents by connecting several buildings with fiber-optic cable (hereafter,
25 the "Original Fiber Contract," attached hereto as **Exhibit A**).

26 26. The COUNTY agreed to pay no more than two million three hundred thirty-nine
27 thousand five hundred fifty dollars (\$2,339,550) to AIXTEK in exchange for the services.

1 27. The original scope of work required AIXTEK to connect the Probation
2 Department in South San Francisco to the following locations via the installation of fiber-optic
3 cable:

- 4 a. The San Mateo Medical Center in San Mateo (144 strands of fiber).
- 5 b. The Coast Side Clinic in Half Moon Bay (144 strands of fiber).
- 6 c. The South San Francisco Clinic (48 strands of fiber).
- 7 d. The North County Mental Health Clinic in Daly City (48 strands of fiber).
- 8 e. The Daly City Youth Health Clinic (48 strands of fiber).
- 9 f. The Human Services Agency in Daly City (48 strands of fiber).

10 28. The original scope of work required AIXTEK to “terminate”—or connect, in
11 layman’s terms—a specific number of strands at each location. Fiber optic termination is the
12 connection of fiber or wire to a device, such as a wall outlet or equipment, which allows for
13 connecting the cable to other cables or devices.

14 29. Of the 480 installed strands of fiber stipulated in the original fiber contract,
15 AIXTEK was required to terminate 96 strands of fiber at the Probation Department in South San
16 Francisco; 24 strands at the San Mateo Medical Center; 24 strands at the Coast Side Clinic; and
17 12 strands at each of the four other locations.

18 30. AIXTEK was also required to provide 12 strands of fiber and test them end to end
19 on patch panels supplied by them. The testing was supposed to be industry standard “consistent
20 with the Phase 1 and 2 fiber projects, and sufficient to adequately characterize the fiber and
21 demonstrate compliance with industry standards.”

22 31. The Original Fiber Contract also required AIXTEK to deliver “Contract Materials”
23 to the COUNTY, including “all finished or unfinished documents, data, studies, maps,
24 photographs, reports, and other written materials”

25 32. PLAINTIFF paid AIXTEK \$1,373,820.00 pursuant to the terms of the Original
26 Fiber Contract, including \$233,955.00 at or near the time that the agreement was executed. Over
27 the next ten months, AIXTEK subsequently submitted four invoices to the COUNTY for a total
28 of \$1,139,865.00: April 23, 2018 (\$350,932.50); July 12, 2018 (\$350,932.50); November 27,

1 2018 (\$219,000.00); and January 25, 2019 (\$219,000). PLAINTIFF paid each of AIXTEK's
2 invoices.

3 **B. The Amended Fiber Contract**

4 33. On June 25, 2019, AIXTEK signed Amendment No. 1 to the Original Fiber
5 Contract (hereafter, the "Amended Fiber Contract," attached hereto as **Exhibit B**). The COUNTY
6 signed on July 5, 2019.

7 34. The Amended Fiber Contract decreased the amount of the contract to
8 \$1,578,285.00 (\$761,265 less than the Original Fiber Contract).

9 35. The Amended Fiber Contract also significantly changed the scope of work. The
10 new scope of work said nothing about the Probation Department in South San Francisco or the
11 Medical Center in San Mateo. The Amended Contact required AIXTEK to provide five
12 deliverables, including:

- 13 a. Provide conduit and fiber (96 strands) from the Daly City Health Center to
14 Pacifica City Hall.
- 15 b. Provide conduit and fiber (96 strands) from the Daly City Health Center to a
16 data center at 200 Paul Avenue in San Francisco.
- 17 c. Terminate all strands of fiber on vendor-supplied patch panels (192 strands at
18 the Daly City Health Center, 96 strands at Pacifica City Hall, and 96 strands at
19 200 Paul Avenue).
- 20 d. Provide standard industry test results indicating that the fiber meets expected
21 quality and performance standards.
- 22 e. Provide COUNTY with 24/7 access to including a partial half cabinet to house
23 the fiber equipment at the 200 Paul Avenue data center, and

24 36. The Amended Fiber Contract did not change AIXTEK's obligation to produce the
25 Contract Materials.

26 37. The Amended Fiber Contract required the COUNTY to pay Monthly Recurring
27 Costs ("MRC") of \$11,974.00 for "Fiber maintenance and support services, including repair and
28 location marking for future projects" and colocation space at 200 Paul Avenue including a partial

1 cabinet for the fiber, a pathway from the main distribution frame to the cabinet, a vendor-supplied
2 patch panel with 96 strands of terminated fiber and 15 amps of power.

3 38. On or about May 29, 2018, AIXTEK submitted an invoice to the County under the
4 Amended Fiber Contract for \$204,425.00, which the County paid.

5 39. In July 2019, AIXTEK began submitting monthly MRC invoices pursuant to the
6 Amended Fiber Contract. Between July 2019 and December 2022, the County paid 42 MRC
7 invoices for a total of \$502,908.

8 40. In total, AIXTEK has been paid \$2,081,153.00 under the Original and Amended
9 Fiber Contracts. The COUNTY thought they received high-speed connectivity in exchange. They
10 were wrong.

11 **C. 2022 Audit of COUNTY'S Network Infrastructure**

12 41. San Mateo County transitioned to a new Chief Security Officer in their
13 Information Services Department ("ISD") at the end of 2021.

14 42. In January 2022, the new Chief Security Officer initiated a project to map
15 COUNTY's network infrastructure, including fiber-optic lines. ISD staff searched for the fiber-
16 optic lines that AIXTEK was paid to install. They expected to see 192 strands of fiber terminated
17 by AIXTEK at the Daly City Health Center. They found none. They also expected to see 96
18 strands of fiber terminated by AIXTEK at Pacifica City Hall. They found none. And they
19 expected to see 96 strands of fiber terminated by AIXTEK at 200 Paul Avenue, but they were not
20 provided with access as required by the Amended Fiber Contract.

21 43. Concerned about their investment, the COUNTY contacted AIXTEK for an
22 explanation, who provided shifting excuses for the missing fiber.

23 44. First, PATRICIA admitted that the fiber was not terminated as required by the
24 Amended Fiber Contract. She falsely informed the COUNTY that although the terminations
25 weren't done, "the construction up to the buildings is complete."¹

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¹ See March 24, 2022 email from Patricia Eaton, attached hereto as **Exhibit C**.

1 45. But when the COUNTY tried to verify, they found no evidence to support
2 PATRICIA's statement about the fiber being located outside the buildings. ISD staff could not
3 find their fiber-optic cables outside of Pacifica City Hall or the Daly City Health Center.

4 46. When questioned again about the missing fiber, PATRICIA changed her story.
5 PATRICIA told the COUNTY that it was "never the goal to terminate all 96 strands in the
6 Pacifica City Hall and Daly City Health Center."² This is a direct contradiction of the
7 unambiguous contract language that states "[AIXTEK] will . . . terminate all 96 strands in
8 Pacifica City Hall, Daly City Health Center, and 200 Paul."³

9 47. PATRICIA continued by saying, "Terminating all 96 strands in those two
10 locations is misguided and a waste of the County's investment in fiber."⁴

11 48. The only waste of the County's investment was caused by PATRICIA and the rest
12 of the EATON DEFENDANT'S decision to invoice \$2 million for work that was never
13 completed and actively misled the COUNTY as to the actual work performed.

14 **V. CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**
16 **CALIFORNIA FALSE CLAIMS ACT – PRESENTING FALSE CLAIMS**
17 **Cal. Gov. Code § 12651(a)(1)**
18 **(Against All Defendants)**

19 49. COUNTY hereby re-alleges and incorporates by reference each and every
20 allegation set forth above, as if fully set forth in detail herein.

21 50. The EATON DEFENDANTS presented or caused to be presented claims for
22 payment or approval to an officer or employee of California or its political subdivisions,
23 specifically the following invoices for a total of \$1,847,198.00:

- 24 a. April 23, 2018 (\$350,932.50)
- 25 b. July 12, 2018 (\$350,932.50).
- 26 c. November 27, 2018 (\$219,000.00).
- 27 d. January 25, 2019 (\$219,000).

28 ² See April 1, 2022 email from Patricia Eaton, attached hereto as **Exhibit D.**

³ See Exhibit B [Amended Fiber Contract] at ¶ 3(3).

⁴ See Exhibit D [Eaton April 1, 2022 email] at ¶ 4.

- 1 e. May 29, 2018 (\$204,425.00), and
- 2 f. July 2019 – December 2022: 42 MRC invoices (\$502,908 total).

3 51. The claims were false or fraudulent in that the EATON DEFENDANTS did not
4 actually perform the work for which payment or approval was sought.

5 52. The EATON DEFENDANTS knowingly presented the false claims, in that they
6 had actual knowledge that the information was false; they acted in deliberate ignorance of the
7 truth or falsity of the information; and they acted in reckless disregard of the truth or falsity of the
8 information.

9 53. The EATON DEFENDANTS’ false or fraudulent claims were material to
10 PLAINTIFF’S decision to pay out money to the EATON DEFENDANTS in that the claims had a
11 natural tendency to influence, or were capable of influencing, the payment or receipt of money on
12 the claim.

13 54. The EATON DEFENDANTS’ failure to comply with all the terms of the contract
14 was material to COUNTY’S decision to make the requested payment to the EATON
15 DEFENDANTS.

16 55. As a direct and legal result of the wrongful acts and/or omissions of the EATON
17 DEFENDANTS, COUNTY suffered damages in an amount according to proof pursuant to
18 California Government Code section 12651, subdivision (a)(1).

19 **SECOND CAUSE OF ACTION**
20 **BREACH OF CONTRACT**
21 **(Against All Defendants)**

22 56. COUNTY hereby re-alleges and incorporates by reference each and every
23 allegation set forth above, as if fully set forth in detail herein.

24 57. COUNTY and the EATON DEFENDANTS entered into two contracts,
25 specifically the Fiber Contract and Amended Fiber Contract. (See **Exhibits A** and **B.**)

26 58. COUNTY did all, or substantially all, of the significant things that the Fiber
27 Contract and Amended Fiber Contract required it to do, including making timely payments in
28 response to the EATON DEFENDANTS’ invoices.

1 59. The EATON DEFENDANTS failed to do something that the Original Fiber
2 Contract required, specifically: (1) connect the Probation Department in South San Francisco to
3 the following locations via fiber-optic cable: (a) San Mateo Medical Center; (b) Coast Side
4 Clinic; (c); South San Francisco Clinic; (d) North County Mental Health Clinic; (e) Daly City
5 Youth Health Clinic; and Human Services Agency; (2) failed to terminate 96 strands of fiber at
6 the Probation Department in South San Francisco; 24 strands at the San Mateo Medical Center;
7 24 strands at the Coast Side Clinic; and 12 strands at four other locations; (3) failed to deliver
8 Contract Materials; and (4) failed to perform testing of the fiber.

9 60. The EATON DEFENDANTS failed to do something that the Amended Fiber
10 Contract required, specifically they: (1) failed to provide conduit and fiber (96 strands) from the
11 Daly City Health Center to Pacifica City Hall; (2) failed to provide conduit and fiber (96 strands)
12 from the Daly City Health Center to a data center at 200 Paul Avenue in San Francisco; (3) failed
13 to terminate all strands of fiber on vendor-supplied patch panels (192 strands at the Daly City
14 Health Center, 96 strands at Pacifica City Hall, and 96 strands at 200 Paul Avenue); (4) failed to
15 provide standard industry test results indicating that the fiber meets expected quality and
16 performance standards; (5) failed to provide COUNTY with 24/7 access to equipment at the 200
17 Paul Avenue data center; (6) failed to deliver Contract Materials; and (7) failed to provide
18 maintenance and support services.

19 61. COUNTY was harmed financially by the EATON DEFENDANTS' failure to
20 perform.

21 62. The EATON DEFENDANTS' Breach of contract was a substantial factor in
22 causing COUNTY'S harm.

23 **VI. PRAYER FOR RELIEF**

24 WHEREFORE, COUNTY prays that this Court enter judgment in their favor on every
25 claim for relief set forth above as follows:

26 1. On the First Cause of Action, damages as provided by California Government
27 Code section 12651, subdivision (a), in the amount of:


28 a. Triple the amount of COUNTY's damages.

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- b. Civil penalties of not less than \$5,500 and not more than \$11,000 for each false claim;
 - c. Recovery of costs, attorney’s fees, and expenses;
 - d. Pre- and post-judgment interest; and
 - e. Such other and further relief as the Court deems just and proper.
2. On the Second Cause of Action for Breach of Contract:
- a. Compensatory damages according to proof;
 - b. Pre- and post-judgment interest;
 - c. Costs of suit; and
 - d. Such other and further relief as the Court deems just and proper.

Dated: October 3, 2023

SAN MATEO COUNTY ATTORNEY’S OFFICE

By: 

 JOHN D. NIBBELIN
San Mateo County Attorney

VII. JURY DEMAND

COUNTY demands a trial by jury as to all claims in this action.

Dated: October 3, 2023

SAN MATEO COUNTY ATTORNEY’S OFFICE

By: 

 JOHN D. NIBBELIN
San Mateo County Attorney

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EATON & ASSOCIATES

This Agreement is entered into this 15 day of MARCH, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Eaton & Associates, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing services that link additional County sites together utilizing dark fiber technology which will allow access to County applications and the Internet.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

The construction and Project Management costs will be invoiced 10% upon execution of this Agreement and quarterly until completion or termination of this Agreement. The monthly fiber lease charges will be billed quarterly in advance for the sites listed under this Agreement. Exhibit B outlines the initial sites, and County may choose, solely at its election, to add or remove sites during the term of the contract. All invoicing for monthly charges will be done on a "utility" basis reflecting the sites under this Agreement during that quarter. Payments for the monthly charges will not be applied to this Agreement's not to exceed amount. Each quarterly invoice will include a list of sites, the cost for that site group of sites, and the termination date. As such, the total fiscal obligation for the sites listed under this Agreement is variable depending on the number of sites over time. In no event shall County's total fiscal obligation under this Agreement exceed Two Million Three Hundred Thirty-Nine Thousand Five Hundred Fifty Dollars (\$2,339,550). In the event that the County makes any advance payments, Contractor agrees to

refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 15, 2018, through February 10, 2019.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right

to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

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

In the case of County, to:

Name/Title: Jon Walton, CIO/Director, Information Services Department
Address: 455 County Center, 3rd Fl, Redwood City, CA 94063
Telephone: (650) 599-1284
Facsimile: (650) 363-7800
Email: jwalton@smcgov.org

In the case of Contractor, to:

Name/Title: John Eaton, President
Address: 890 Cowan Rd, Suite C, Burlingame, CA 94010
Telephone: (415) 282-1188
Email: jeaton@eatonassoc.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Contractor Signature

March 15, 2018
Date

John Eaton
Contractor Name (please print)



For County:



Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

3/15/18
Date

SEAN THAKKAR
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

DEPUTY CIO
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

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

Contractor and Intermountain Infrastructure Group (IIG) will provide fiber connectivity to the following County sites:

1. From the South San Francisco Probation Department (SSF Probation Department), 1024 Mission Road, South San Francisco to the San Mateo Medical Center, 222 West 39th Ave, San Mateo. 144 strands will be run with 24 strands terminated initially at each location.
2. 144 strands from the Coast Side Clinic, 225 Cabrillo Hwy South, Suite 200A, Half Moon Bay to the South San Francisco Probation Department, 1024 Mission Road. 144 strands will be run with 24 strands terminated initially at each of the locations.
3. 48 additional strands from SSF Probation Department with 12 additional strands terminating at each of the following locations:
 - a. South San Francisco Clinic, 306 Spruce Avenue, South San Francisco
 - b. North County Mental Health Clinic, 380 90th Street, Daly City
 - c. Daly City Youth Health Clinic, 2771 Junipero Serra Boulevard, Daly City
 - d. Human Services Agency 92nd, 271 92nd Avenue, Daly City
4. Optional 48 strands of fiber for connecting Hillsborough, Millbrae, San Bruno, South San Francisco, Daly City, Pacifica, and Half Moon Bay City Halls and Human Services Agency (HSA) - East Palo Alto (EPA) not included in this Agreement's not to exceed amount.

The main fiber line, known as the Backbone, which goes along El Camino Real, San Mateo Avenue, and Linden Avenue, will use existing conduit and fiber. The laterals from the Backbone to SSF Probation Department SMC Medical Center will be new, fully underground construction. County will receive dedicated conduit or microduct in this newly constructed span. The run from Coastside Clinic to SSF Probation Department will be a combination of above and below ground dedicated conduit or microduct where possible and will use the connection between the SSF Probation Department and SMC Medical Center in order to provide a connection between the two sites.

12 strands be provided and tested end to end on fiber patch panels supplied by Contractor as part of this project. The testing will be industry standards based consistent with the Phase 1 and 2 fiber projects, and sufficient to adequately characterize the fiber and demonstrate compliance to industry standards. Once the final test results have been submitted showing no errors, the County will have 10 days to review and comment on the test results. If no feedback on the test results is provided by County within 10 days, the monthly reoccurring costs (MRC) will begin. The connection of the fiber to any type of switch, firewall, or electronic device is not defined in this Agreement and not a reason to delay the monthly charges.

County will provide splicing plan and network design which will determine how the network is used and impact the final number of strands available for future expansion.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total not to exceed amount for the consultation, construction, and installation services for this Agreement is \$2,339,550.

Invoicing will occur on a quarterly basis with 10% of the total Agreement amount due upon the execution of this Agreement. County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- PO Number
- Time period covered
- Detailed statement of services/work completed for the invoice period

Payments shall be made within Net 30 days from the date of the applicable undisputed invoice. Refer to the following table for the payment schedule:

| Time Period | Work Description | NRC Due Percent | NRC Due Dollars |
|----------------|---|-----------------|-----------------|
| April 2018 | Paperwork signed, PO issued | 10% | \$233,955.00 |
| Apr – Jun 2018 | Engineering and Planning; Create and submit installation plans and request permits from San Mateo, Burlingame, Millbrae, San Bruno, SSF, Daly City, Pacifica, HMB, SMC Public Works, SMC Sewer, California Department of Transportation, PG&E and AT&T. | 15% | \$350,932.50 |
| Jul – Sep 2018 | Continue engineering and planning, begin construction of SSF Probation to SMMC. | 15% | \$350,932.50 |
| Oct – Dec 2018 | Complete engineering and planning, complete SSF Probation to SMMC, turn circuit over to County. Begin work on circuit from SSF Probation to adjacent to Pacifica City Hall. Begin work on optional sites Note: Contractor will need detailed fiber splicing diagrams in December to complete work on the optional and/or City Hall sites | 20% | \$467,910.00 |
| Jan – Mar 2019 | Complete circuit from SSF Probation to adjacent to Pacifica City Hall. Begin circuit from adjacent to Pacifica City Hall to Half Moon Bay. Continue work on optional sites, with 2 of the 4 sites expected to be completed. | 20% | \$467,910.00 |

| | | | |
|----------------|---|-----|--------------|
| Apr – Jun 2019 | Complete circuit from adjacent to Pacifica City Hall to Half Moon Bay. Complete testing of connectivity from HMB to SMMC through SSF Probation. Complete the optional sites, provide all test results | 20% | \$467,910.00 |
|----------------|---|-----|--------------|

Any consultation, construction, and installation services, as defined in Exhibit A, not completed by the term dates of this Agreement will require an Amendment. Should additional conduit or construction be required, Contractor will submit a change order for the work, or County can use other resources to make the pathway from the street to the termination location available.

Please refer to the following table for the rates of Monthly Recurring Costs (MRC) per location. This MRC will be billed quarterly in advance for the sites listed under this Agreement. Payments for the MRC will be invoiced separately and paid as a departmental utility cost. Payments for Monthly Recurring Costs (MRC) shall be paid initially with Measure K funding and, at a later date, shall move to operational funding sources.

| Description | MRC |
|--|-----------------|
| SSF Probation to SMMC (144 strands) | \$4,980 |
| Coast Side Clinic to SSF Probation (144 strands) | \$7,380 |
| SSF Clinic (48 strands) | \$305 |
| NCHC (48 strands) | \$372 |
| DCYHC (48 strands) | \$250 |
| HSA 92nd (48 strands) | \$287 |
| Totals: | \$13,574 |

In addition to the services defined in Exhibit A of this Agreement, County wishes to acknowledge the table of optional sites. If County chooses to add these sites to the Agreement, an Amendment will be created and the pricing for the Non-Recurring Costs (NRC) and MRC will be as follows:

| Pricing for adding City Halls and HSA East Palo Alto | | | |
|---|--|---------|-----------|
| Location | | MRC | NRC |
| Hillsborough City Hall | | \$226 | \$43,011 |
| Millbrae City Hall | | \$360 | \$140,821 |
| San Bruno City Hall | | \$299 | \$73,278 |
| South San Francisco City Hall | | \$140 | \$25,577 |
| Daly City City Hall to HSA 92 nd (pricing requires SSF Clinic, NCHC, DCYHC and HSA 92 nd options be included) | | \$150 | \$20,075 |
| Pacifica City Hall | | \$262 | \$40,150 |
| Half Moon Bay City Hall | | \$323 | \$60,210 |
| HSA-East Palo Alto to PAIX | | \$1,830 | \$336,300 |

RESOLUTION NO. 073010

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE CHIEF INFORMATION OFFICER OR HIS
DESIGNEE TO EXECUTE AGREEMENTS WITH EACH VENDOR LISTED IN
ATTACHMENT A TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR
THE TERM OF FEBRUARY 11, 2014 THROUGH FEBRUARY 10, 2017, FOR AN
AGGREGATE AMOUNT TO NOT TO EXCEED \$25,000,000**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Information Services Department (ISD) released RFP #1825 in November 2013 to pre-qualify a variety of select technology vendors for a broad spectrum of IT project-based needs, listed in Attachment B; and

WHEREAS, ISD would like to select from pre-approved vendors for a variety of IT project needs. This would allow ISD to choose a vendor from Attachment A and would authorize the Chief Information Officer or his designee to execute agreements over \$100,000 and in aggregate up to an amount not to exceed \$25,000,000; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of this Resolution the term of February 11, 2014 to February 10, 2017, for an aggregate amount to not to exceed \$25,000,000; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Information Officer or his designee to execute agreements over \$100,000 and in aggregate up to an amount not to exceed \$25,000,000.

* * * * *

Eligible Vendors

Attachment A

Group 1- Strategic Planning

Group 2- Infrastructure

Group 3- IT Security

Group 4- Software, Applications, Database development and integration

Group 5- Customer Service

Group 6- Online Content and Collaboration and Electronic Content Management (ECM)

Group 7- GIS

Group 8- Business Intelligence, Data Analysis, Big Data and Enterprise Service

21Tech- 1,2,3,4,5,6,7,8

314- 1,2,3,4,,5,6,7,8

Access Data Group- 3

Alcor- 4,5,6,

Athena Advanced Networks-2

Aurora- 3

Avasant- 1,5

Axsium- 4

BCS Systems- 6

CDW Government- 2,3,5,6,8

Communication Strategies- 1,2,5

Convergent Computing- 1,2,3,4,5,6,8

Dell Secureworks- 3

DG Consulting- 1

Eaton- 1,2,3,4,5,6

ESRI- 7

Estuate Inc.- 4,5,7,8

Extrateam- 2,3

Farallon Geographics- 7

HLN Consulting- 1,4

Infoguard- 3

ITRF Consulting- 1,2,3

Jimenez Consulting Solutions-1,2,5

L.R. Kimball (CDI)- 1,2,3,7

Michael Baker Jr (RBF)- 7

NEC- 1,3,4,5,6,8

Neumeric Technologies-1,2,3,4,6,7,8

Nexus-1,2

Novacoast- 1,2,3,4,5,6,7,8

Planet Technologies- 1,2,3,4,5

Presidio Networked Solutions- 2,3,5,6,8

Protec- 2

Psomas- 7

Sierra Systems- 1,4,6,8

Solutions 3- 1,5,6,8

Signature Technology Group (STG)- 2,3

Tiger Spike- 2,4,6

VOX- 2

Attachment B

ISD Projects – FY 13-14 and 14-15

Active Directory & Identity Management for O365
Ag Weights Measure - The Daily system - Support invoice and payment processing
ATKS Advanced Scheduler
CJI Implementation Project
CJIS Stabilization
CommVault DR Project
Core Agencies Services Support
Data Center Alternatives
DOH - Harbor Building A Moves and Remodel
Fair Oaks Health Center
Fire View Implementation
Health System Win 7 Upgrade
HR PC Refresh
HSA - South San Francisco 1st Floor Redesign
HSA New PC Deployment 2013-14
HSA PC Deployment FY13/14
HSA SDR - Syntellect Upgrade & QMatic Middlefield (Pilot)
HSA Windows 7 Office 2010 Upgrade
IMPC Civil Service Security for Managers
IMPC Eform Pilot
Information Technology Strategic Plan
ISD - Accounting System Revision
ISD Billing System/Invoice Redesign
ISD PC Implementation/Rollout
IT Business Continuity Plan
Mobile Access
Network Upgrade Project
O365 - Groupwise to Exchange Migration
O365 Lync
O365 Sharepoint Infrastructure
Open Government/Open Data Project
P2000/Cardkey Upgrade
P25 Radio Communications Migration (SMIRC)
PC Surplus Program
PCMS - probation Case Management System
Probation New System Deployment
ProLaw Implementation
Property Tax System Requirements Gathering and RFI
Public Health PC Rollout FY 2013-2014

Public WiFi
QMatic 92nd DC
QMatic Bldg B
QMatic EPA
QMatic SSF
Radio as a Service
Server/Storage/Backup Consolidation
Service Management System
Sharepoint Implementation: Part I
Sharepoint Phase II: CountyWide Migration and Implementation
SMMC EHR Remote Provider Access
SMMC Incident Reporting E-Form
SMMC Wireless 11n Wireless Deployment
VDI Infrastructure Buildout
Voice System Upgrade/Replacement
Website Upgrade
Workday Implementation

Regularly passed and adopted this 11th day of February 2014.

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



*Rebecca Romero, Deputy
Clerk of the Board of Supervisors*

RESOLUTION NO. 075006

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE AMENDMENT OF MASTER SERVICES AGREEMENTS RESOLUTION #070310, TO ADD ADDITIONAL VENDORS TO THE ELIGIBLE VENDOR POOL AND TO EXTEND THE RESOLUTION END TERM TO FEBRUARY 10, 2019.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on October 31, 2013, the Information Services Department (ISD) released Request for Proposals (RFP) #ISD1825 to pre-qualify a variety of select technology vendors for a broad spectrum of IT project-based needs; and

WHEREAS, February 11, 2014, the Board approved Resolution# 070310 to authorize the Chief Information Officer or his designee to execute all agreements with the 38 vendors who confirmed compliance with the County's Equal Benefits and Jury Compliance ordinances for an aggregate not to exceed amount of up to \$25,000,000; and

WHEREAS, Due to the success of the program and the interest in the MSA program by other vendors, on July 15, 2016, ISD released RFP# ISD20161834 to enable more vendors the opportunity to apply and be a part of the MSA vendor pool; and

WHEREAS, ISD recommends 47 vendors listed in Attachment A be added to the MSA vendor pool and extend the term of the Resolution to February 20, 2019.

WHEREAS, the aggregate not to exceed amount of \$25,000,000 will remain unchanged and the Chief Information Officer or his designee will continue to be authorized to execute all agreements and amendments, including agreements over \$100,000; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of this Resolution to amend end term to February 10, 2019, for an aggregate amount not to exceed \$25,000,000 and add an additional 47 eligible vendors to be added to the approved MSA vendor pool; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Information Officer or his designee to execute all agreements under amended Resolution # 070310, including those over \$100,000, in an aggregate amount not to exceed \$25,000,000.

* * * * *

Regularly passed and adopted this 24th day of January 2017

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE



President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Assistant Clerk of the Board of Supervisors

| Attachment #A New and existing eligible MSA vendor pool | |
|---|--|
| <i>New Eligible Vendors</i> | |
| 1 | AgreeYa Solutions- Folsom, CA |
| 2 | Ardent Technologies- Dayton, OH |
| 3 | Astrea Partners- Santa Clara, CA |
| 4 | Bara Infoware Inc- Danville, CA |
| 5 | Chapter Three- San Francisco, CA |
| 6 | CNC Consulting, Inc.- Englewood, NJ |
| 7 | Coolsoft LLC- Louisville, KY |
| 8 | Cushman Computer Consulting, Inc.- Petaluma, CA |
| 9 | Customer Service Advantage, Inc.- Escondido, CA |
| 10 | Delia and Associates- San Francisco, CA |
| 11 | DiLytics Inc.- San Mateo, CA |
| 12 | Direct Technology- Roseville, CA |
| 13 | E-3 Systems, Union City, CA |
| 14 | Elegant Enterprise-Wide Solutions, Inc.- Chantilly, VA |
| 15 | Feastech- Sacramento, CA |
| 16 | Forrest Telecom Engineering, Inc.- Pleasanton, CA |
| 17 | Genuent USA, LLC- Roseville, CA |
| 18 | Guidepost Solutions LLC- Oakland, CA |
| 19 | Hines EDM, Inc.- Roseville, CA |
| 20 | ITSourceTeck- San Rafael, CA |
| 21 | Kloves Inc.- Santa Clara, CA |
| 22 | Kovarus, Inc.- San Ramon, CA |
| 23 | Leckey Consulting, Inc.- Santa Rosa, CA |
| 24 | Lynbrook- San Jose, CA |
| 25 | Matson & Isom Technology Consulting- Chico, CA |
| 26 | MGO Strategic Staffing, Newport Beach, CA |
| 27 | Mission Critical Partners, Inc.- Southlake, TX |
| 28 | On Target- San Jose, CA |
| 29 | Prospance, Inc.- Fremont, CA |
| 30 | Public Consulting Group, Inc.- Sacramento, CA |
| 31 | RADgov, Inc.- Ft. Lauderdale, FL |
| 32 | RS Computer Associates, LLC- Pleasanton, CA |
| 33 | Ruxed LLC- Olympia, WA |
| 34 | Sacramento Technology Group LLC- Folsom, CA |
| 35 | SmartWave Technologies LLC- Suwanee, GA |
| 36 | SSP Data, Inc.- Richmond, CA |
| 37 | Strategic Solutions Group, LLC- Needham, MA |
| 38 | SyTech Solutions, Inc.- Elk Grove, CA |
| 39 | TechTu Business Solutions Inc.- Pleasanton, CA |
| 40 | Telesoft Corp- Phoenix, AZ |
| 41 | Top Tier Consulting- Woodland Hills, CA |
| 42 | Triune Infomatics Inc.- Fremont, CA |
| 43 | Vestra Resources, Inc.- Redding, CA |

| | |
|----------------------------------|--|
| 44 | Wave Technology Solutions Group- Irvine, CA |
| 45 | West Advanced Technologies, Inc.- Manhattan Beach, CA |
| 46 | Xterra Solutions Inc.- San Francisco, CA |
| 47 | Zco Consulting LLC- Denver, CO |
| <i>Existing Eligible Vendors</i> | |
| 1 | 21Tech- San Francisco, CA |
| 2 | 314e Corporation- Fremont, CA |
| 3 | Access Data Group, LLC.- Lindon, UT |
| 4 | Alcor- Anaheim Hills, CA |
| 5 | Athena Advanced Networks- Medford, OR |
| 6 | Aurora Systems Consulting, Inc.- Torrance, CA |
| 7 | Avasant- El Segundo, CA |
| 8 | Axsium Group- Toronto, ON |
| 9 | BCS Systems- Houston, TX |
| 10 | CDW Government LLC- Vernon Hills, IL |
| 11 | Communications Strategies- Foster City, CA |
| 12 | Convergent Computing- Walnut Creek, CA |
| 13 | Dell Secureworks- Atlanta, GA |
| 14 | DG Consulting- Danville, CA |
| 15 | Eaton & Associates- San Francisco, CA |
| 16 | Environmental Systems Research Institute, Inc.- Redlands, CA |
| 17 | Estuate, Inc.- Sunnyvale, CA |
| 18 | Extrateam- Pleasanton, CA |
| 19 | Farallon Geographics- San Francisco, CA |
| 20 | HLN Consulting- Palm Desert, CA |
| 21 | Infoguard- San Luis Obispo, CA |
| 22 | ITRF Consulting- Pleasant Hill, CA |
| 23 | Jimenez Consulting Solutions- Scottsdale, AZ |
| 24 | L.R. Kimball (CDI)- Ebensburg, PA |
| 25 | Michael Baker Jr (RBF)- Oakland, CA |
| 26 | NEC- Irving, TX |
| 27 | Neumeric Technologies Corporation- Southfield, MI |
| 28 | Nexus (Dimension Data)- Pleasanton, CA |
| 29 | Novacoast, Inc.- Santa Barbara, CA |
| 30 | Planet Technologies- Germantown, MD |
| 31 | Presidio Networked Solutions, Inc.- San Francisco, CA |
| 32 | Protec- San Jose, CA |
| 33 | Psomas- Riverside, CA |
| 34 | Sierra Systems (Sierra-Cedar)- El Segundo, CA |
| 35 | Signature Technology Group- Phoenix, AZ |
| 36 | Solutions3- Wyckoff, NJ |
| 37 | Tigerspike, Inc.- San Francisco, CA |
| 38 | VOX Network Solutions- South San Francisco, CA |

EXHIBIT B

**AMENDMENT #1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EATON & ASSOCIATES**

THIS AMENDMENT TO THE AGREEMENT, entered into this 10th day of February, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Eaton & Associates, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, on March 15, 2018, the parties entered into an Agreement for consultation and installation services to link multiple locations throughout the County with leased dark fiber technology for a term beginning on March 15, 2018, for an amount not to exceed \$2,339,550; and

WHEREAS, the agreement's end date of February 10, 2019 co-termed with the end term of Master Services Agreement (MSA) Resolution #073010; and

WHEREAS, on January 29, 2019, the Board of Supervisor's approved an extension of the MSA Resolution through June 30, 2019; and

WHEREAS, the parties wish to amend the Agreement extend the term to co-term with the new term of MSA Resolution; and

WHEREAS, the parties wish to amend the Agreement to (1) add prevailing wage language to the Agreement's terms and conditions, (2) revise the deliverables and payment schedule due to changes in link path resulting cost savings, (3) extend the term through June 30, 2019, and (4) decrease the Agreement amount by \$761,265.00 for an amount not to exceed \$1,578,285.

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

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

The construction and Project Management costs will be invoiced 10% upon execution of this Agreement and quarterly until completion or termination of this Agreement. The monthly fiber lease charges will be billed quarterly in advance for the sites listed under this Agreement. Exhibit B outlines the initial sites, and County may choose, solely at its election, to add or remove sites during the term of the contract. All invoicing for monthly charges will be done on a "utility" basis reflecting the sites under this Agreement during that quarter. Payment for the monthly charges will not be applied to this Agreement's not to exceed amount. Each quarterly invoice will include a list of sites, the cost for that site group of sites, and the termination date. As such, the total fiscal obligation for the sites listed under this Agreement is variable depending on the number of sites over time. In no event shall County's total fiscal obligation under this Agreement exceed One Million Five Hundred Seventy-Eight Thousand Two Hundred Eighty-Five Dollars (\$1,578,285). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the county at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 15, 2018, through June 30, 2019.

3. The following replaces the deliverables in Exhibit A:

Contractor and its subcontractor, Intermountain Infrastructure Group (IIG), will provide the County with fiber connectivity to additional County sites. Contractors will:

1. Provide conduit and 96 strands of fiber from Pacifica City Hall to Daly City Health Center
2. Provide conduit and 96 strands from Daly City Health Center to the Digital Realty owned data center located at 200 Paul, San Francisco
3. Terminate all 96 strands in Pacifica City Hall, Daly City Health Center and 200 Paul on vendor supplied patch panels. Daly City will have 192 strands terminated in that location, 96 in from Pacifica and 96 out to 200 Paul.
4. Provide standard industry test results indicating that fiber meets expected quality and performance standards.
5. Provide half a cabinet of collocation space at 200 Paul, including pathway from MDF to cabinet, installation and termination of 96 strands of fiber. Also includes 15 amps of power for client provided equipment.
 - a. The County will have 24/7 access to the cabinet but will need to provide a list of authorized people to Digital Realty.
 - b. The County will have access in June 2019 to install their equipment.

4. The following replaces Exhibit B in its entirety:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total not to exceed amount for the agreement is \$1,578,285.

Invoicing will occur on a quarterly bases with the first payment of due upon execution of this Agreement. County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information at a minimum:

- Agreement number
- PO Number
- Time period covered
- Detailed statement of services/work completed for the invoice period

Payments shall be made within Net 30 days from the date of the applicable undisputed invoice based on the following fee schedule:

| | |
|---------------------------------|--------------|
| April 2018- Agreement execution | \$233,955.00 |
| April-June 2018 | \$350,932.50 |
| July-September 2018 | \$350,932.50 |
| October-December 2018 | \$219,000.00 |
| January-March 2019 | \$219,000.00 |
| April-June 2019 | \$204,425.00 |

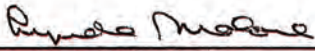
The Monthly Recurring Cost (MRC) for this project, starting in July of 2019 is as follows:

1. Fiber maintenance and support services, including repair and location marking for future projects: \$10,449
2. Collocation Space in 200 Paul: \$1,525
 - a. Collocation space includes ½ cabinet, pathway from MDF to the cabinet, vendor supplied patch panel with 96 strands of terminated fiber and 15 amps of power for client supplied equipment
 - b. Additional connectivity to the Internet, cloud providers and other data centers as well as additional power can be added at an additional cost.

5. All other terms and conditions of the agreement dated March 15, 2018, as amended, between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

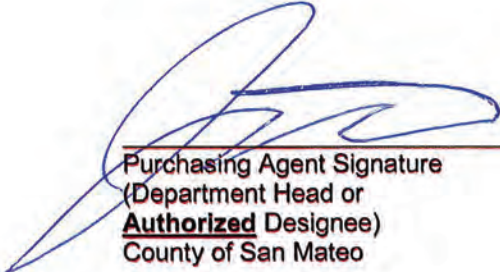
For Contractor:


Contractor Signature

6.25.19
Date

LINDA MALONE (EATON ASSOCIATES)
Contractor Name (please print)

For County:


Purchasing Agent Signature
(Department Head or **Authorized** Designee)
County of San Mateo

7/5/19
Date

Jon Walton
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Chief Information Officer
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

RESOLUTION NO. 073010

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE CHIEF INFORMATION OFFICER OR HIS
DESIGNEE TO EXECUTE AGREEMENTS WITH EACH VENDOR LISTED IN
ATTACHMENT A TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR
THE TERM OF FEBRUARY 11, 2014 THROUGH FEBRUARY 10, 2017, FOR AN
AGGREGATE AMOUNT TO NOT TO EXCEED \$25,000,000**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Information Services Department (ISD) released RFP #1825 in November 2013 to pre-qualify a variety of select technology vendors for a broad spectrum of IT project-based needs, listed in Attachment B; and

WHEREAS, ISD would like to select from pre-approved vendors for a variety of IT project needs. This would allow ISD to choose a vendor from Attachment A and would authorize the Chief Information Officer or his designee to execute agreements over \$100,000 and in aggregate up to an amount not to exceed \$25,000,000; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of this Resolution the term of February 11, 2014 to February 10, 2017, for an aggregate amount to not to exceed \$25,000,000; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Information Officer or his designee to execute agreements over \$100,000 and in aggregate up to an amount not to exceed \$25,000,000.

* * * * *

Eligible Vendors

Attachment A

Group 1- Strategic Planning

Group 2- Infrastructure

Group 3- IT Security

Group 4- Software, Applications, Database development and integration

Group 5- Customer Service

Group 6- Online Content and Collaboration and Electronic Content Management (ECM)

Group 7- GIS

Group 8- Business Intelligence, Data Analysis, Big Data and Enterprise Service

21Tech- 1,2,3,4,5,6,7,8

314- 1,2,3,4,,5,6,7,8

Access Data Group- 3

Alcor- 4,5,6,

Athena Advanced Networks-2

Aurora- 3

Avasant- 1,5

Axsium- 4

BCS Systems- 6

CDW Government- 2,3,5,6,8

Communication Strategies- 1,2,5

Convergent Computing- 1,2,3,4,5,6,8

Dell Secureworks- 3

DG Consulting- 1

Eaton- 1,2,3,4,5,6

ESRI- 7

Estuate Inc.- 4,5,7,8

Extrateam- 2,3

Farallon Geographics- 7

HLN Consulting- 1,4

Infoguard- 3

ITRF Consulting- 1,2,3

Jimenez Consulting Solutions-1,2,5

L.R. Kimball (CDI)- 1,2,3,7

Michael Baker Jr (RBF)- 7

NEC- 1,3,4,5,6,8

Neumeric Technologies-1,2,3,4,6,7,8

Nexus-1,2

Novacoast- 1,2,3,4,5,6,7,8

Planet Technologies- 1,2,3,4,5

Presidio Networked Solutions- 2,3,5,6,8

Protec- 2

Psomas- 7

Sierra Systems- 1,4,6,8

Solutions 3- 1,5,6,8

Signature Technology Group (STG)- 2,3

Tiger Spike- 2,4,6

VOX- 2

Attachment B

ISD Projects – FY 13-14 and 14-15

Active Directory & Identity Management for O365
Ag Weights Measure - The Daily system - Support invoice and payment processing
ATKS Advanced Scheduler
CJI Implementation Project
CJIS Stabilization
CommVault DR Project
Core Agencies Services Support
Data Center Alternatives
DOH - Harbor Building A Moves and Remodel
Fair Oaks Health Center
Fire View Implementation
Health System Win 7 Upgrade
HR PC Refresh
HSA - South San Francisco 1st Floor Redesign
HSA New PC Deployment 2013-14
HSA PC Deployment FY13/14
HSA SDR - Syntellect Upgrade & QMatic Middlefield (Pilot)
HSA Windows 7 Office 2010 Upgrade
IMPC Civil Service Security for Managers
IMPC Eform Pilot
Information Technology Strategic Plan
ISD - Accounting System Revision
ISD Billing System/Invoice Redesign
ISD PC Implementation/Rollout
IT Business Continuity Plan
Mobile Access
Network Upgrade Project
O365 - Groupwise to Exchange Migration
O365 Lync
O365 Sharepoint Infrastructure
Open Government/Open Data Project
P2000/Cardkey Upgrade
P25 Radio Communications Migration (SMIRC)
PC Surplus Program
PCMS - probation Case Management System
Probation New System Deployment
ProLaw Implementation
Property Tax System Requirements Gathering and RFI
Public Health PC Rollout FY 2013-2014

Public WiFi
QMatic 92nd DC
QMatic Bldg B
QMatic EPA
QMatic SSF
Radio as a Service
Server/Storage/Backup Consolidation
Service Management System
Sharepoint Implementation: Part I
Sharepoint Phase II: CountyWide Migration and Implementation
SMMC EHR Remote Provider Access
SMMC Incident Reporting E-Form
SMMC Wireless 11n Wireless Deployment
VDI Infrastructure Buildout
Voice System Upgrade/Replacement
Website Upgrade
Workday Implementation

Regularly passed and adopted this 11th day of February 2014.

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

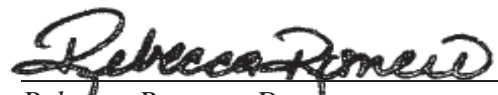
NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



*Rebecca Romero, Deputy
Clerk of the Board of Supervisors*

RESOLUTION NO. 073193

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE CHIEF INFORMATION OFFICER OR HIS
DESIGNEE TO UTILIZE MASTER SERVICES AGREEMENTS RESOLUTION#
073010 FOR ADDITIONAL DEPARTMENT AND CUSTOMER APPROVED IT
PROJECTS**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on February 28, 2014, the Board approved Resolution # 070310 to allow the Chief Information Officer to execute agreements with selected vendors for a board spectrum of IT project-based needs; and

WHEREAS, the Information Services Department listed 56 projects in Resolution #070310 and would like to utilize the Resolution for additional projects as they are approved by ISD and/or customer departments; and

WHEREAS, the previously approved Resolution not to exceed amount of \$25,000,000 is unchanged; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of this Resolution which will allow the Chief Information Officer to utilize the approved Resolution# 073010 for additional department and customer approved IT projects; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Information Officer or his designee to utilize Resolution# 070310 for department and customer approved and funded IT projects that

are not specifically listed in the original list of 56 projects.

* * * * *

Regularly passed and adopted this 20th day of May 2014.

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

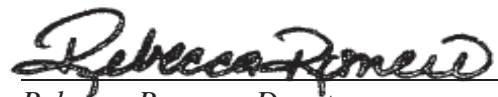
NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



*Rebecca Romero, Deputy
Clerk of the Board of Supervisors*

RESOLUTION NO. 075006

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE AMENDMENT OF MASTER SERVICES AGREEMENTS RESOLUTION #070310, TO ADD ADDITIONAL VENDORS TO THE ELIGIBLE VENDOR POOL AND TO EXTEND THE RESOLUTION END TERM TO FEBRUARY 10, 2019.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on October 31, 2013, the Information Services Department (ISD) released Request for Proposals (RFP) #ISD1825 to pre-qualify a variety of select technology vendors for a broad spectrum of IT project-based needs; and

WHEREAS, February 11, 2014, the Board approved Resolution# 070310 to authorize the Chief Information Officer or his designee to execute all agreements with the 38 vendors who confirmed compliance with the County's Equal Benefits and Jury Compliance ordinances for an aggregate not to exceed amount of up to \$25,000,000; and

WHEREAS, Due to the success of the program and the interest in the MSA program by other vendors, on July 15, 2016, ISD released RFP# ISD20161834 to enable more vendors the opportunity to apply and be a part of the MSA vendor pool; and

WHEREAS, ISD recommends 47 vendors listed in Attachment A be added to the MSA vendor pool and extend the term of the Resolution to February 20, 2019.

WHEREAS, the aggregate not to exceed amount of \$25,000,000 will remain unchanged and the Chief Information Officer or his designee will continue to be authorized to execute all agreements and amendments, including agreements over \$100,000; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of this Resolution to amend end term to February 10, 2019, for an aggregate amount not to exceed \$25,000,000 and add an additional 47 eligible vendors to be added to the approved MSA vendor pool; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Information Officer or his designee to execute all agreements under amended Resolution # 070310, including those over \$100,000, in an aggregate amount not to exceed \$25,000,000.

* * * * *

Regularly passed and adopted this 24th day of January 2017

AYES and in favor of said resolution:

Supervisors: DAVE PINE
 CAROLE GROOM
 DON HORSLEY
 WARREN SLOCUM
 DAVID J. CANEPA

NOES and against said resolution:

Supervisors: NONE

Absent Supervisors: NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Assistant Clerk of the Board of Supervisors

| Attachment #A New and existing eligible MSA vendor pool | |
|---|--|
| <i>New Eligible Vendors</i> | |
| 1 | AgreeYa Solutions- Folsom, CA |
| 2 | Ardent Technologies- Dayton, OH |
| 3 | Astreya Partners- Santa Clara, CA |
| 4 | Bara Infoware Inc- Danville, CA |
| 5 | Chapter Three- San Francisco, CA |
| 6 | CNC Consulting, Inc.- Englewood, NJ |
| 7 | Coolsoft LLC- Louisville, KY |
| 8 | Cushman Computer Consulting, Inc.- Petaluma, CA |
| 9 | Customer Service Advantage, Inc.- Escondido, CA |
| 10 | Delia and Associates- San Francisco, CA |
| 11 | DiLytics Inc.- San Mateo, CA |
| 12 | Direct Technology- Roseville, CA |
| 13 | E-3 Systems, Union City, CA |
| 14 | Elegant Enterprise-Wide Solutions, Inc.- Chantilly, VA |
| 15 | Feastech- Sacramento, CA |
| 16 | Forrest Telecom Engineering, Inc.- Pleasanton, CA |
| 17 | Genuent USA, LLC- Roseville, CA |
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| 22 | Kovarus, Inc.- San Ramon, CA |
| 23 | Leckey Consulting, Inc.- Santa Rosa, CA |
| 24 | Lynbrook- San Jose, CA |
| 25 | Matson & Isom Technology Consulting- Chico, CA |
| 26 | MGO Strategic Staffing, Newport Beach, CA |
| 27 | Mission Critical Partners, Inc.- Southlake, TX |
| 28 | On Target- San Jose, CA |
| 29 | Prosance, Inc.- Fremont, CA |
| 30 | Public Consulting Group, Inc.- Sacramento, CA |
| 31 | RADgov, Inc.- Ft. Lauderdale, FL |
| 32 | RS Computer Associates, LLC- Pleasanton, CA |
| 33 | Ruxed LLC- Olympia, WA |
| 34 | Sacramento Technology Group LLC- Folsom, CA |
| 35 | SmartWave Technologies LLC- Suwanee, GA |
| 36 | SSP Data, Inc.- Richmond, CA |
| 37 | Strategic Solutions Group, LLC- Needham, MA |
| 38 | SyTech Solutions, Inc.- Elk Grove, CA |
| 39 | TechTu Business Solutions Inc.- Pleasanton, CA |
| 40 | Telesoft Corp- Phoenix, AZ |
| 41 | Top Tier Consulting- Woodland Hills, CA |
| 42 | Triune Infomatics Inc.- Fremont, CA |
| 43 | Vestra Resources, Inc.- Redding, CA |

| | |
|----------------------------------|--|
| 44 | Wave Technology Solutions Group- Irvine, CA |
| 45 | West Advanced Technologies, Inc.- Manhattan Beach, CA |
| 46 | Xterra Solutions Inc.- San Francisco, CA |
| 47 | Zco Consulting LLC- Denver, CO |
| <i>Existing Eligible Vendors</i> | |
| 1 | 21Tech- San Francisco, CA |
| 2 | 314e Corporation- Fremont, CA |
| 3 | Access Data Group, LLC.- Lindon, UT |
| 4 | Alcor- Anaheim Hills, CA |
| 5 | Athena Advanced Networks- Medford, OR |
| 6 | Aurora Systems Consulting, Inc.- Torrance, CA |
| 7 | Avasant- El Segundo, CA |
| 8 | Axsium Group- Toronto, ON |
| 9 | BCS Systems- Houston, TX |
| 10 | CDW Government LLC- Vernon Hills, IL |
| 11 | Communications Strategies- Foster City, CA |
| 12 | Convergent Computing- Walnut Creek, CA |
| 13 | Dell Secureworks- Atlanta, GA |
| 14 | DG Consulting- Danville, CA |
| 15 | Eaton & Associates- San Francisco, CA |
| 16 | Environmental Systems Research Institute, Inc.- Redlands, CA |
| 17 | Estuate, Inc.- Sunnyvale, CA |
| 18 | Extrateam- Pleasanton, CA |
| 19 | Farallon Geographics- San Francisco, CA |
| 20 | HLN Consulting- Palm Desert, CA |
| 21 | Infoguard- San Luis Obispo, CA |
| 22 | ITRF Consulting- Pleasant Hill, CA |
| 23 | Jimenez Consulting Solutions- Scottsdale, AZ |
| 24 | L.R. Kimball (CDI)- Ebensburg, PA |
| 25 | Michael Baker Jr (RBF)- Oakland, CA |
| 26 | NEC- Irving, TX |
| 27 | Neumeric Technologies Corporation- Southfield, MI |
| 28 | Nexus (Dimension Data)- Pleasanton, CA |
| 29 | Novacoast, Inc.- Santa Barbara, CA |
| 30 | Planet Technologies- Germantown, MD |
| 31 | Presidio Networked Solutions, Inc.- San Francisco, CA |
| 32 | Protec- San Jose, CA |
| 33 | Psomas- Riverside, CA |
| 34 | Sierra Systems (Sierra-Cedar)- El Segundo, CA |
| 35 | Signature Technology Group- Phoenix, AZ |
| 36 | Solutions3- Wyckoff, NJ |
| 37 | Tigerspike, Inc.- San Francisco, CA |
| 38 | VOX Network Solutions- South San Francisco, CA |

RESOLUTION NO. 076409

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE MASTER SERVICES AGREEMENTS RESOLUTION #073010, TO EXTEND THE TERM THROUGH JUNE 30, 2019

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on October 31, 2013, the Information Services Department (ISD) released Request for Proposals (RFP) #ISD1825 to pre-qualify a variety of select technology vendors for a broad spectrum of IT project-based needs; and

WHEREAS, on February 11, 2014, the Board approved Resolution# 073010 to authorize the Chief Information Officer or his designee to execute agreements with the thirty-eight pre-approved vendors through February 10, 2017, including agreements over \$100,000, for an aggregate not to exceed amount of \$25,000,000; and

WHEREAS, on July 15, 2016, ISD released RFP# ISD20161834 to allow additional vendors to apply to join the Master Services Agreements (MSA) vendor pool; and

WHEREAS, on January 24, 2017, the Board approved Resolution# 075006 to add forty-seven more pre-approved vendors and extend the Resolution term to February 10, 2019; and

WHEREAS, ISD requests an extension of the Resolution term to June 30, 2019 while ISD prepares to release an RFP to establish a new list of vendors and term; and

WHEREAS, the aggregate not to exceed amount of \$25,000,000 will remain unchanged and the Chief Information Officer or his designee will continue to be authorized to execute all agreements and amendments, including agreements over \$100,000; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval the form of this Resolution to amend end term to June 30, 2019; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Chief Information Officer or his designee to execute all agreements under amended Resolution # 073010, including those over \$100,000, in an aggregate amount not to exceed \$25,000,000, through June 30, 2019.

* * * * *

Regularly passed and adopted this 29th day of January, 2019

AYES and in favor of said resolution:

Supervisors: _____ *DAVE PINE*

_____ *CAROLE GROOM*

_____ *DON HORSLEY*

_____ *WARREN SLOCUM*

_____ *DAVID J. CANEPA*

NOES and against said resolution:

Supervisors: _____ *NONE*

Carole Groom

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

S. Sturwal

Deputy Clerk of the Board of Supervisors

EXHIBIT C

From: Patricia Eaton
Sent: Thu, 24 Mar 2022 17:45:02 +0000
To: [REDACTED]
Cc: John Eaton
Subject: Re: Follow-up re: County Resources (Fiber)

CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Ms. Stalzer,
Per the vendor's update, please see below.
Thanks.
Patricia

1. Exact location within each facility that acted as the termination point for the conduit and 96 strands of fiber terminated at: Digital Realty Data Center ([200 Paul Ave., San Francisco CA 94124](#)); Pacifica City Hall ([170 Santa Maria Ave., Pacifica CA 94044](#)); Daly City Health Center ([380 90th St., Daly City CA 94015](#)).

The construction up to the buildings is complete. The terminations inside the buildings are pending:

- a. ISD supplying the required splicing diagrams to indicate the details of the termination per our conversations with Marty Torres, Stormy Maddox and Tony Yuson, with input from Tat Lam and Pete Garcia.
- b. Granting vendor access to the buildings. Pacifica City Hall and Daly City Health Center have been closed during the pandemic.
- c. the current location in 200 Paul is Suite 101, Cage 4, Rack 1. This will be moved to Suite 303 to a full cabinet in the next 30 to 45 days.

2. Of the 96 strands of fiber installed, how many were terminated at each location?

All 96 strands are at Pacifica City Hall, Daly City Health Center and 200 Paul. None are terminated, see answer to question 1.

3. Were fiber patch cables installed to ensure that the fiber installation provided a continuous connection from the Digital Realty Data Center to Pacifica City Hall?

Patches installation is pending IDS specifications and access to the facilities. Tests can only be done once that is complete.

4. If patch cables were installed, which specific fiber strand counts were used?

See answer to question 3.



Direct: 415.299.8641 | **Mobile:** 415.282.1188 X 230
Email: peaton@eatonassoc.com | **Web:** eatonassoc.com
Address: 20 North Railroad Ave., San Mateo, CA 94401

This message is intended only for the addressee(s) and may contain confidential information. If you have received this communication in error, any use, dissemination, duplicating or printing is strictly prohibited. Please destroy all electronic and paper copies and notify the sender immediately. Thank you.

[REDACTED]

EXHIBIT D

From: Patricia Eaton
Sent: Fri, 1 Apr 2022 21:53:45 +0000
To: [REDACTED]
Cc: John Eaton
Subject: Re: Follow up questions re: Fiber

CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Ms. Stalzer,

These questions are concerning as they indicate a lack of understanding of this project, its historic purpose and its current status from ISD, from whom the questions are likely originating.

So here is some background. The goal of this project was to have a County fiber backbone in north County to connect those sites to the existing fiber network. The 96 strands that were installed are owned outright by the County of San Mateo, and not leased through a vendor as the Zayo's fiber is. The County opted to engage our services to maintain, repair and mark the fiber locations for other construction projects to minimize the risk of damage, similar to a break and fix warranty. This service plus the rent of space at Paul is what we are billing the County on a monthly basis as per the agreed contract and SOW. Eaton and Associates is not managing this fiber; ISD should be.

The design of the network, including the splicing information (which includes termination details) and sites that will be included, are the responsibility of ISD as only the County knows what makes the most sense for them. It is not our place to decide how that fiber should be used to build the County's network.

It was also never the goal to terminate all 96 strands in the Pacifica City Hall and Daly City Health Center. The fiber was intended to connect other County and local government facilities in North County, and ideally continue down the coast to Half Moon Bay as well as to the existing County fiber network and potentially SAMCAT networks whenever budgets would allow. Terminating all 96 strands in those two locations is misguided and a waste of the County's investment in fiber.

As a reminder, the original scope of the project was to go to HMB, but that was changed due to a budget reduction. ISD was discussing which sites to include and how getting to HMB might get funded in the future. Then covid came along and many government facilities closed, medical facilities became off-limits, and the North County fiber backbone project was put on the back burner.

Please see below regarding your follow up questions.

1. If the termination inside the two facilities (Pacifica City Hall ([170 Santa Maria Ave., Pacifica CA 94044](#)); Daly City Health Center ([380 90th St., Daly City CA 94015](#))) is pending, where exactly is the fiber currently located outside each of these structures?

Yes, the fiber is outside of Pacifica City Hall and Daly City Health Center, and inside of 200 Paul. We requested the latest as-built drawings and will forward them to you when we receive them.

1. For verification, if the fiber is already within the facility at 200 Paul Suite 101, Cage 4, Rack 1, does this mean all 96 strands are currently terminated?

The fiber is in the current cage, but is not currently terminated

1. Who is the current registered lease holder of the space at 200 Paul Suite 101, Cage 4, Rack 1, and does the County have un-restricted access to that location presently?

Intermountain, our contractor, is leasing the half cabinet from DRT at 200 Paul

