

**AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

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This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **COUNTY OF SAN MATEO**, hereinafter called "COUNTY," and **TELECOMMUNICATIONS ENGINEERING ASSOCIATES**, hereinafter called "CONTRACTOR";

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**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**, it is necessary and desirable that Contractor be retained for the purpose of enhancing the radio communications system for the San Mateo County Fire Service agencies by conducting a radio communications needs assessment study, developing system designs, and furnishing and installing radio communications equipment.

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

**1. Exhibits and Attachments**

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

Exhibit A - Services

Exhibit B - Payments and rates

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS, (\$375,000.00)**.

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **November 1, 2005** through **October 31, 2006**.

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

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

#### **5. Availability of Funds**

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

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**8. Assignability and Subcontracting**

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

**9. Insurance**

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

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

Such insurance shall include:

- (1) Comprehensive General Liability ..... \$1,000,000
- (2) Motor Vehicle Liability Insurance ..... \$1,000,000

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

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

#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, 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, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

#### **11. Non-Discrimination**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - 1) termination of this Agreement;
  - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

- 3) liquidated damages of \$2,500 per violation;
- 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

## **12. Retention of Records, Right to Monitor and Audit**

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**13. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**15. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:** Jaime Young, Director  
San Mateo County Public Safety Communications  
400 County Center  
Redwood City, CA 94063

**In the case of Contractor, to:** Daryl D. Jones, President  
Telecommunications Engineering Associates  
1160 Industrial Road, #15  
San Carlos, CA 94070

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

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

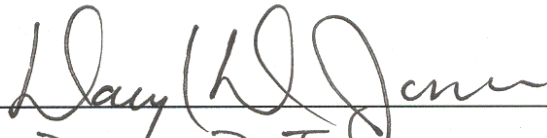
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

**ATTEST:**

By: \_\_\_\_\_  
Clerk of Said Board

**TELECOMMUNICATIONS ENGINEERING  
ASSOCIATES**

By:  \_\_\_\_\_  
**DARYL D JONES, PRESIDENT**  
Printed Name

Date: 10/24/2005

# EXHIBIT A - SERVICES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES

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

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### **I. DELIVERABLES FROM CONTRACTOR.**

#### **A. Telecommunications Plan.**

The key to long-term success of this project and most other system implementations is to have a plan with realistic goals. It is recommended that the first phase of the project is to prepare a detailed system design document which will become the guideline for hardware procurement.

No hardware will be bid until the design document is approved by Fire Service staff. Accurate costs can be determined only after the detailed design phase is performed. The costs identified in the preliminary system design are accurate and represent a realistic budget for this project.

#### **B. Detailed System Design.**

This most crucial phase involves the development of a Detailed System Design document. This document will define the complete system to be implemented, and will provide the information by which the system will be tailored, installed, the users trained, and its success measured. Bid specifications will be developed.

1. Equipment Inventory - physically inspect all base station equipment. Document the model numbers and general condition of the equipment.
2. Base Station Radio System Design – the following will be conducted:
  - Ownership and control of radio frequencies
  - FCC licensing issues
  - Regional requirements for secondary and tactical channels
  - Radio site access considerations
  - Radio coverage requirements

#### **C. Management and Support Issues.**

Maintain and replace equipment as needed and develop a disaster recovery and relocation plan.

#### **D. Needs Assessment and Requirements Definition.**

A detailed assessment of the current equipment, antennas, antenna towers and buildings used to house communications equipment must be made. Radio coverage issues and operational requirements must be defined. The project objectives will be identified and documented.

#### **E. Procurement Phase.**

Using the Detailed System Design document as accepted and approved by the County Fire Service, Contractor will procure equipment that meets the specifications.



F. Implementation Phase.

Contractor will conduct a rapid cutover with minimal impact on public-safety operations. They will work with the County Fire Service staff to develop a mutually agreeable cutover plan. Contractor has performed hundreds of live cutovers for public-safety communications systems and many have been larger and more complex than this project.

G. Installation.

The installation and optimization of the new radio communications equipment is the most important part of establishing a reliable and fully functional communications system. The installation team will install the new equipment and confirm that it is performing in accordance with the bid specifications.

County is responsible for circuit installation costs and recurring charges from telephone company.

H. Testing and Acceptance.

We will test all of the equipment and systems that we install for proper operation. Upon completion of successful testing, we will certify to the County Fire Service that the systems are ready for operation. Final acceptance will occur after all equipment has been installed and the radio systems perform without interruption to routine operations for a period of thirty consecutive days. Successful completion of this thirty day testing period shall constitute completion of the project and the County will release any and all retained payment forthwith.

I. User Training.

Contractor will provide training on the operation of the updated radio systems in a group setting for the County Fire Service staff and its designees.

J. Ongoing Support.

The cutover and acceptance of the new radio communications system is the start, not the end, of the support program. Contractor can provide top-level technical support through our Facilities Management and Maintenance Program. The program provides the means by which the system will be kept up-to-date as your requirements change and as the radio communications system is enhanced over the years.

**II. TIMELINE.**

Timeframes set forth below are approximate and may vary depending on the length of time it takes to identify suitable radio frequencies and obtain FCC licenses.

<i>PHASE:</i>	<i>ESTIMATED COMPLETION TIME:</i>
A. Telecommunication Plan (A.)	2 weeks
B. Detailed System Design (B.) Management & Support Issues (C.) Needs Assessment & Requirements Definition (D.)	10 weeks
C. Procurement Phase (E.)	12 weeks
D. Implementation Phase (F.), Installation (G.)	20 weeks
E. Testing and Acceptance (H.)	2 weeks
F. User Training (I.)	2 weeks

**EXHIBIT B – PAYMENTS AND RATES**  
**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO**  
**AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

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

**I. PAYMENTS AND RATES.**

Contractor shall provide the services described in Exhibit "A" for the fixed fees set forth in the following table. Contractor shall be paid at the following rates of payment per task completed, with invoicing and payment to take place at the completion of each task:

• Needs Assessment Study	\$6,000
• System engineering and detailed system design.	\$15,000
• FCC licensing and frequency coordination (to be handled by a TEA Subcontractor	\$12,000
• Project and implementation management.	\$12,000
• Equipment installation services.	\$104,000
<i>Services Subtotal</i>	<b>\$149,00.</b>

• New radio equipment hardware	\$200,000
• Sales tax	\$16,500
• Shipping and handling	\$9,500
<i>Equipment Subtotal</i>	<b>\$226,000</b>

<b>PROJECT TOTAL</b>	<b>\$375,000</b>
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**II. PAYMENT SCHEDULE.**

- A. Contractor shall submit itemized invoices for design, engineering and consulting services in the categories identified in this Exhibit. Each invoice shall be representative of the portion of work that has been satisfactorily completed.
- B. Contractor shall invoice the County for radio equipment upon delivery.
- C. The County shall pay valid Contractor invoices within 30 days.
- D. Retention - The County may withhold up to ten percent (10%) of each monthly invoice related to Contractor's services as retention until final project acceptance. There shall be no retention for invoices related to radio equipment hardware, materials or supplies.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2005

PRODUCER (650)592-7333 FAX (650)594-4936  
 Professional Ins. Assoc. Inc.  
 Lic. #0467457  
 P. O. Box 1266  
 San Carlos, CA 94070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Telecommunications Engineering Associates  
 DBA: Daryl D. Jones, Inc.  
 1160 Industrial Rd.  
 San Carlos, CA 94070

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United National Ins. Co./Coastal	Brokerage
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

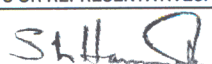
## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	L7187488	09/20/2005	09/20/2006	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Each accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTHEL
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The County of San Mateo and its officers, agents, employees and servants are named as Additional Insured per attached CG 20 33 10 01 endorsement.

Ten (10) days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
County of San Mateo Sheriffs Department 400 County Center Redwood City, CA 94063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Sterling Hammack S/MAM 

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/05/05

**PRODUCER** CLAYTON INSURANCE AGENCY  
44790 S. GRIMMER BLVD #208  
FREMONT, CA 94538  
LIC # 0749752

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY **FARMERS INSURANCE**  
**A**

**INSURED** DARYL D JONES INC.  
TELECOMMUNICATIONS ENGINEERING  
ASSOCIATES (DBA)  
1160 INDUSTRIAL RD #15  
SAN CARLOS, CA 94070

COMPANY  
**B**

COMPANY  
**C**

COMPANY  
**D**

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$												
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$												
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$												
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	<b>A1953 75 39</b>	<b>07/01/05</b>	<b>07/01/06</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 5%;">OTHER</td> <td style="width: 35%;"></td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 1000000</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 1000000</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 1000000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER		EL EACH ACCIDENT		\$ 1000000	EL DISEASE - POLICY LIMIT		\$ 1000000	EL DISEASE - EA EMPLOYEE		\$ 1000000
WC STATUTORY LIMITS	OTHER																
EL EACH ACCIDENT		\$ 1000000															
EL DISEASE - POLICY LIMIT		\$ 1000000															
EL DISEASE - EA EMPLOYEE		\$ 1000000															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

COUTY OF SAN MATEO  
400 COUNTY CENTER  
REDWOOD CITY, CA 94063

ATTN: SHERIFF'S OFFICE  
GINGER BALKUS

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE **DAVE CLAYTON**

*Dave Clayton*



**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. VENDOR IDENTIFICATION**

Name of Contractor: TELECOMMUNICATIONS ENGINEERING ASSOCIATES  
Contact Person: DARYL JONES  
Address: 1160 INDUSTRIAL RD #15  
SAN CARLOS, CA 94070  
Phone Number: (650) 590-1801 Fax Number: (650) 367-7240

**II. EMPLOYEES**

Does the Contractor have any employees?  Yes  No  
Does the Contractor provide benefits to spouses of employees?  Yes  No

\* If the answer to one or both of the above is No, please skip to Section IV.\*

**III. EQUAL BENEFITS COMPLIANCE (Check one)**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_ (date) and expires on \_\_\_\_ (date).

**IV. DECLARATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 24<sup>TH</sup> day of OCTOBER, 2005 at SAN CARLOS, CA  
(City) (State)

Daryl D Jones  
Signature  
PRESIDENT  
Title

DARYL D JONES  
Name (Please Print)

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Please print or type	Name (See <b>Specific Instructions</b> on page 2.) <b>DARYL D JONES, INC</b>	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.) <b>cba TELECOMMUNICATIONS ENGINEERING ASSOCIATES</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.) <b>1160 INDUSTRIAL RD # 15</b>	
City, state, and ZIP code <b>SAN CARLOS, CA 94070</b>		Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the **Part I instructions on page 2**. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN on page 2**.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	9 4 3 3 8 2 6 7 7

List account number(s) here (optional)

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**Part II For U.S. Payees Exempt From Backup Withholding** (See the instructions on page 2.)

**Part III Certification**

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
  - I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶ <b>10/24/2005</b>
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**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.