
AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND HORMANN AMERICA, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HORMANN AMERICA, INC., 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, it is necessary and desirable that Contractor be retained for the purpose of furnishing and installing a complete, integrated, working high-speed emergency alert system.

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
- Attachment I - §504 Compliance

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 FIFTY THOUSAND DOLLARS, [\$350,000].**

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **NOVEMBER 1, 2006** through **OCTOBER 31, 2008.**

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. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS.

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

6. RELATIONSHIP OF PARTIES.

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

7. HOLD HARMLESS.

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

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

8. ASSIGNABILITY AND SUBCONTRACTING.

With the sole exception of the anticipated and agreed upon subcontract to Dialogic Communications Corporation USA (DCC USA) for the adaptation of both the telephone access provider and the CAP server to enable simultaneous operation via a single screen, 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. A specific contractual liability is included in the policy of the Contractor. These certificates shall specify or be endorsed to provide that ten (10) 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 I 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. 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
- 3) 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, with the exception of Professional Liability. If the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "1," 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 AND OTHER REQUIREMENTS.**

- A. *Section 504 applies only to Contractor 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. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE.

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

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT.

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

14. MERGER CLAUSE.

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

15. CONTROLLING LAW.

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.

16. 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:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Hormann America, Inc.
Attn: Efraim Petel, President
837 Arnold Drive, Suite #600
Martinez, CA 94553

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

Date: _____

ATTEST:

By: _____
CLERK OF SAID BOARD

HORMANN AMERICA, INC.

By: _____
(SIGNATURE)

(NAME)

Date: _____

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HORMANN AMERICA, INC.

In consideration of the payments set forth in Exhibit B, Contractor shall provide an emergency alert system and related services as described herein:

1. **GENERAL DESCRIPTION OF HIGH-SPEED EMERGENCY ALERT SYSTEM.**

The CapCon EAS can be used to trigger equipment at the community cable channel or at the traveler information system transmitter. With the relay board option, a contact closure activates the transmitter as a local push-to-talk switch will do, so interfacing any type of transmitter is simple and does not require any modification.

A. COMMON ALERTING PROTOCOL (CAP) BASED WARNING AND NOTIFICATION SYSTEM.

AlertNet is an extensive suite of alert, warning and notification products integrated into one, easy to use multi-faceted tool box. It provides all methods of warning available today: sirens, telephone calls, pc pop-up windows, short-messaging-text (SMS) for cellular phones, pagers, Emergency Alert System (EAS), email and fax integration with other systems such as Incident Management Systems, National Weather Services HazCollect, FEMAs DMIS and more. AlertNet has three (3) components:

- Warning Devices - a broad selection of alerting tools tailored for the target audience.
- Warning Activation - via "push button," secure web browser access, telephone and/or input from other systems.
- Warning Server to handle scenarios, authorization protocols, target databases (GIS and/or lists), reporting, maintenance and many other functions required for effective alerting, administration and interfacing with other systems.

AlertNet places the Emergency Manager/Dispatcher in control of multiple warning systems without confusion or duplication of effort. Coordinated warnings are accurate, cost-effective and fast and pin-pointed when seconds count. It is operated easily by a single operator using a common interface for all devices.

B. LOCAL CABLE CHANNEL AND TRAVELER INFORMATION SYSTEM.

The CapCon EAS can be used to trigger equipment at the community cable channel or at the traveler information system transmitter. With the relay board option, a contact closure activates the transmitter as a local push-to-talk switch will do, so interfacing any type of transmitter is simple and does not require any modification.

C. COMPUTER POP-UP (BAM) TO THE PUBLIC.

Messages posted onto the CAP Server trigger the BAM Boxes based on individual preferences. In addition, an authorized manager can type in a message on the BAM messenger screen. The message can be pre-defined through templates. It may include graphics (such as a map), sound and text.

Alerts can be automatically triggered based on predefined events such as violent attack, fire, chemical leak, etc.

The constituents download and activate the client on their computers to receive applicable alerts based on their profile, interest, and preferences.

One (1) design is included for County residents.

D. TELEPHONE EMERGENCY NOTIFICATION SYSTEM.

The telephone service provider provides its own access and posting tool.

CAP Server can activate various Telephone Emergency Notification Systems. It requires adaptation of both the telephone access provider and the CAP server to enable simultaneous operation via a single screen.

E. OUTDOOR SIRENS.

Six (6) sirens controlled by the CAP Server will be placed at locations selected by the County. Sirens will be:

- Capable of providing voice and non-voice audible notification of emergencies.
- Provided in a roof mount or pole mount options.
- Able to be activated individually and in local groups, via wireless, radio and phone.
- Be corrosion resistant.

If a site is not approved, Contractor will provide an installation kit and will deploy it on site when the site is approved.

The sirens are powerful enough to cover the projected area determined from the Tsunami danger zone as provided by Association of Bay Area Governments (ABAG) at: <http://www.abag.ca.gov/bayarea/eqmaps/tsunami/tsunami.html>.

Contractor’s staff has surveyed the areas and found reasonable locations for the sirens, with good sound coverage and mostly with a local Internet connection.

<i>Siren Number</i>	<i>Location</i>	<i>Siren Number</i>	<i>Location</i>
1	Pacifica Police Station 1850 San Francisco Boulevard Pacifica, CA 94044	4	County of San Mateo Road Department Princeton Maintenance Station Half Moon Bay
2	Pacifica Community Center 540 Crespi Drive Pacifica, CA 94044	5	El Granada Elementary School 400 Santiago Street Half Moon Bay CA 94019
3	San Mateo County Police Station Half Moon Bay	6	Kehoe Park Half Moon Bay

F. INTERNET POSTING.

AlertNet Posting Tool is a highly efficient and easy to use software that provides scenario based pin-pointed alerts and messages. One interface is used to activate all warning devices, streamlining the warning process.

Messages are customizable based on pre-defined scenario, the group or area to be notified, the expected action required in an emergency situation, the expected duration of the event and more.

In addition, pre-defined messages include specific instructions and can be modified based on conditions present.

The alerts and notifications can be delivered via a wide variety of devices such as sirens, pop-up messages on computers, PA, pagers, telephone, cell phones, Blackberries, PDAs, emails, and more.

2. SCOPE OF WORK AND SPECIFICATIONS.

Contractor will furnish and install a complete, integrated, working high-speed notification system. The County shall approve and accept any work on the installation of major portions of the new system that will affect the overall operation of the system prior to proceeding with subsequent work. Contractor shall perform tasks, which include, but are not limited to, the following:

A. CONTRACTOR'S RESPONSIBILITIES.

- 1) Provide all labor, materials, tools, equipment, software, documentation, training, transportation and services necessary for or incidental to performing all of the work specified.
- 2) Engineer, furnish, and install all necessary equipment, devices, interconnecting cabling, and software. This includes electrical connection to commercial and emergency power supplies (where specified), physical installation, connection to existing termination blocks, and connection to telephone lines.
- 3) Provide complete information about system capabilities and provide technical support, as necessary, relative to the final design and/or staging of the system, including electrical power requirements.
- 4) Conduct site visits and provide close coordination and technical support, as necessary, to County personnel to ensure that the operational design features meet the service requirements of each operation.
- 5) Test each item of equipment and all features of the overall system for proper functionality.
- 6) Support the entire system with engineering, administration, maintenance, repair, and operational documentation as specified herein.
- 7) Ensure that the equipment, materials, and installation comply with the provisions of the National Electrical Code; all local electrical, fire, and building codes; and local seismic requirements. All electrical materials shall be UL approved or certified as being in compliance with the rules of the National Electric Code and meeting or exceeding standards of the Underwriter's Laboratories, Inc.

B. INSTALLATION STANDARDS.

- 1) The workmanship and appearance of work through implementation will be of the best commercial quality and adhere to all applicable standards and codes.
- 2) The work will be performed only by qualified technicians and will be supervised by Contractor's Project Manager.
- 3) All equipment and components will be installed for easy access for future adjustment and/or service.

C. WIRING AND WIRING PRACTICES.

Wires and cables shall be installed according to the following practices:

- 1) Cable and wire shall be run neatly with adequate lacing or clamping.
- 2) Unless installed in conduit, wiring within console cabinets, beneath raised floors, and from outlet boxes to free-standing or desk-mounted equipment shall be neatly installed, bundled with appropriate tie-wrap devices, and tied to supports, if practicable.

- 3) Interconnect cabling used within consoles, equipment cabinets, or in areas where wiring will not be installed in metallic conduits shall be insulated with heat-resistant material to minimize pyrolysis and/or fire hazard.
- 4) Cable and wiring installed in modular furniture shall be run in the trays or channels designed for the purpose.
- 5) Extra wiring necessary for equipment movement shall be neatly coiled, tied, and concealed.
- 6) Wiring in dropped ceiling areas shall not lie on top of light fixtures or ceiling tiles.
- 7) Cable penetrations through the outside walls of buildings shall be thoroughly packed and waterproofed.
- 8) Permanent labels, tags, or other appropriate means shall identify cables, wiring forms, and terminals. Markings shall clearly indicate the function or source. Cables shall be identified at both ends with indications of the source and destination of the particular cable run. The cable identifications shall agree with the wiring and interconnect diagrams.

D. EQUIPMENT LOCATION/IDENTIFICATION.

- 1) The County shall approve all placements of equipment and wiring prior to installation.
- 2) All controls, displays, connectors, terminal strips and circuit boards shall be legibly and clearly labeled with circuit identification, application name, and/or function of equipment or whatever applies to its specific function within an application.
- 3) Legends on control panels and other equipment shall be permanent, resistant to fading or peeling, and capable of withstanding repeated cleaning without degradation or loss of legibility.
- 4) County shall provide fixed asset identification tags to Contractor who shall attach them to major system components. Contractor shall provide to County a complete listing of installed equipment including, but not limited to, the make and model, serial number, County fixed asset identification tag and location.

3. INSTALLATION PLAN.

- A. OFF SITE TELEPHONE SYSTEM - Turned on within two weeks. It requires telephone database to be provided by the County for 911 telephone database. If County decides on a commercial database, it can be added directly by the company.
- B. CAP FEATURES (Public text messaging, sirens, Bam Box etc.) - System will be provided within 4 weeks. Sirens will be installed when permits are provided, and if permits are not available, sirens will be provided with complete installation kits to be installed by Contractor when permits are granted.

4. TRAINING PLAN.

Initially, 10 users of County's new Mass Notification system will be trained in "train the trainer" class held by one of Contractor's professional trainers. The class will take place immediately following the installation of the equipment/service and actual County data will be used.

Length of training is between 2-4 hours, depending on the trainees. The exact length will be determined together with County staff when the implementation starts. The user manuals will be the main training material, with additional PowerPoint presentation that will be provided to the trainees for future use. Additional users can be trained by one of the above trainees.

Contractor also recommends a yearly "tune up" class to make sure that the users are fully capable and that there is no loss of learning due to time, turnover and other job changes. This can be a web based class for up to 6 attendees. There is no additional cost for this training as it is included

in the annual maintenance fee.

Additional training is offered for new users at \$500 a class of six (6) trainees, conducted via the web.

5. DOCUMENTATION.

User manuals will be provided for each component of the system. In addition, "cheat sheets" will be also provided for easy, fast activations of common sequences.

6. MAINTENANCE DURING WARRANTY PERIOD.

Contractor will provide both preventative and corrective maintenance during the first year. Contractor's staff is accessible 24/7 year round. County will be provided with contact numbers. On-site response will be on the next business day.

A. **PREVENTIVE MAINTENANCE:** Contractor will conduct preventative maintenance according to manufacturer recommendations. Parts will be covered by original manufacturer warranty and Contractor's staff will handle any replacement necessary.

B. **CORRECTIVE MAINTENANCE:** Contractor will respond to phone calls 24/7 immediately and within no later than 4 hours. If repairs can be done remotely, it will be done so.

If parts and additional visits to the site are required, the County representative will be consulted prior to any work being done. Contractor will charge based on time and material (material charged at "cost" plus 20%).

7. ONGOING MAINTENANCE AND SUPPORT.

Contractor will provide 24/7 complete support for systems installed for two (2) years. After installation, Contractor will provide preventative and corrective maintenance, as well as complete remote monitoring of the system, training and upgrades.

A. SYSTEM MONITORING 24/7:

- 1) The siren system control will automatically inform Contractor about faults detected in the system.
- 2) The monitoring system will use a County provided internet connection and/or a telephone line that can be used for external dialing (to area code 925) and for receiving calls for modem connection. Alternatively, a VPN access can be set with the County IT staff.

B. COST:

- 1) Preventive maintenance included in the base cost.
- 2) 24/7 system monitoring: included in the base cost.
- 3) Corrective Maintenance:
 - Repairs that can be done on site during preventive maintenance visit and can be completed within one hour are included in the basic cost.
 - Labor for corrective and emergency repair work that cannot be completed as above will be charged time and material as detailed below.
- 4) Charges for corrective repair:
 - Standard business hours (8am – 5pm, M-F) at \$96.00/hr plus \$95.00/hr service truck (if used), when applicable (100%)
 - Off hours (5pm – 8am, M-F) – 150%
 - Weekends (Sa-Su) and public holidays – 200%
 - Applicable tolls and mileage (presently 44.5¢/mile as per IRS standard rate).
 - Materials and external labor, if needed, will be charged at cost plus 25%.

C. TOLL FREE LINE:

A special toll free line will be established for this system and will be provided to the County.

D. REMOTE DIAGNOSTICS;

- 1) The control system provided has its own error detection routine. When an error is detected, the information is sent to Contractor's service department.
- 2) Contractor's engineer connects remotely to the control and runs diagnostic routines to identify the problem and engage backup facilities.
- 3) If remote repair is not possible, the information collected will be used to prepare replacement components when the technician visits the site.
- 4) The control system reports also on positive status, so a failure of the control system, will be indicated by a missing status report.

EXHIBIT B PAYMENTS & RATES

AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND HORMANN AMERICA, INC.

In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

1. SCHEDULE OF CHARGES.

<i>Tool #</i>	<i>Item</i>	<i>Unit \$</i>	<i>QTY</i>	<i>Total</i>	<i>Extension</i>	<i>Tax</i>
1	Traveler Information System (TIS)	\$2,000	1	\$2,000	\$2,000	\$165
2	Computer Pop-Up (BAM), Public	\$7,500	1	\$7,500	\$7,500	\$619
3	Telephone Notification System:	****		****	\$111,960	
3a	Off site annual	\$15,330	2	\$30,660		\$2,529
3b	In bound system	\$5,000	2	\$10,000		\$825
3c	Database update	\$4,000	2	\$8,000		\$660
3d	40,000 telephone calls	\$10,000	2	\$20,000		\$1,650
	Training and user education (cities)	\$850	18	\$15,300		\$0
3e	Prepare and program call-out lists and additional support to make and maintain the system operational	\$28,000	1	\$28,000		\$0
4	Outdoor Sirens:				\$168,000	
4a	Purchase and install	\$25,000	6	\$150,000		\$12,375
4b	Annual upkeep and preventive maintenance	\$9,000	2	\$18,000		\$0
5	Internet Posting	\$1,500	1	\$1,500	\$1,500	\$124
6	CAP "AlertNet" Server:				\$37,288	
6a	Hardware and software purchase	\$30,000	1	\$30,000		\$2,475
6b	Installation (days)	\$894	2	\$1,788		\$0
6c	Annual Maintenance	\$2,000	2	\$4,000		\$330
6d	Text messaging tool (Monitor and inform about activations)	\$1,500	1	\$1,500		\$0
Subtotal					\$328,248	\$21,752
TOTAL WITH TAX					\$350,000	

2. RATE OF PAYMENTS.

- A. County shall make two (2) payment to Contractor:
- 1) 50% (\$175,000) upon full execution of this contract.
 - 2) 50% (\$175,000) upon County's acceptance of completed system install and functional testing.
- B. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall **not exceed \$350,000**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO CONTRACTOR'S DECLARATION FORM

I. CONTRACTOR INFORMATION			
CONTRACTOR NAME:	HORMANN AMERICA, INC.	PHONE:	(925) 228-2152 X101
CONTACT PERSON:	EFRAIM PETEL	FAX:	(925) 228-2114
ADDRESS:	837 ARNOLD DRIVE, SUITE 600 MARTINEZ, CA 94553		

II. EQUAL BENEFITS (check one or more boxes)
<i>Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.</i>
<input type="checkbox"/> Contractor complies with the County's Equal Benefits Ordinance by: <ul style="list-style-type: none"> <input type="checkbox"/> offering equal benefits to employees with spouses and employees with domestic partners. <input type="checkbox"/> offering a cash equivalent payment to eligible employees in lieu of equal benefits.
<input type="checkbox"/> Contractor does not comply with the County's Equal Benefits Ordinance.
<input type="checkbox"/> Contractor is exempt from this requirement because: <ul style="list-style-type: none"> <input type="checkbox"/> Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000. <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)
<input type="checkbox"/> Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
<input type="checkbox"/> No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)
<i>Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.</i>
<input type="checkbox"/> Contractor complies with the County's Employee Jury Service Ordinance.
<input type="checkbox"/> Contractor does not comply with the County's Employee Jury Service Ordinance.
<input type="checkbox"/> Contractor is exempt from this requirement because: <ul style="list-style-type: none"> <input type="checkbox"/> the contract is for less than \$100,000 <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.

SIGNATURE

DATE

NAME

TITLE

Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)					
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.	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; height: 20px;"> + </td> </tr> <tr> <td style="text-align: center; padding: 2px;">or</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; height: 20px;"> + </td> </tr> </table>	Social security number	+	or	Employer identification number	+	▶
Social security number						
+						
or						
Employer identification number						
+						

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 ▶
------------------	----------------------------	--------

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

- 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.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

