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# SECOND AMENDMENT

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

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**THIS SECOND AMENDMENT** to the Agreement, originally entered into on November 14, 2006, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **HORMANN AMERICA, INC.**, hereinafter called "Contractor."

### WITNESSETH:

***WHEREAS**, the parties previously entered into an Agreement [Resolution No. 068394] on November 14, 2006 for the purpose of performing the professional services hereinafter described as; furnishing and installing a complete, integrated, working high-speed emergency alert system; and*

***WHEREAS**, both parties subsequently executed Amendment One to the Agreement on November 26, 2007 to provide for an additional outdoor siren, and to provide for payment for additional equipment and services, increasing the amount of the contract by \$20,296.88, from \$350,000 to \$370,296.88; and*

***WHEREAS**, it is now the mutual desire and intent of the parties to make further modifications and amendments to this Agreement to provide for the installation of four sirens, thereby increasing the amount of the contract by \$49,600, from \$370,296.88 to \$419,896.88, and extending the term one year from October 31, 2008 to October 31, 2009;*

***NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES** that the existing Agreement is hereby amended, by reference to sections of the original Agreement and Exhibits as follows:*

1. Paragraph 3 entitled Payments, of the Agreement is hereby amended to read as follows:

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 **FOUR HUNDRED NINETEEN THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS AND EIGHTY-EIGHT CENTS, [\$419,896.88].**

2. Paragraph 4 entitled Term and Termination, of the Agreement is hereby amended to read as follows:

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, 2009.**

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.

3. Section 1, entitled Schedule of Charges, of Exhibit B to the Agreement is hereby amended to read as follows:

1. SCHEDULE OF CHARGES.

<b>Tool #</b>	<b>Item</b>	<b>Unit \$</b>	<b>QTY</b>	<b>Total</b>	<b>Extension</b>	<b>Tax</b>
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:				\$186,750	
4a	Purchase sirens	\$18,750	9	\$168,750		\$13,921.88
4b	Annual upkeep and preventive maintenance	\$9,000	2	\$18,000		
<b>4c</b>	<b>Siren Installation (includes permits)</b>	<b>\$12,400</b>	<b>4</b>	<b>\$49,600</b>		
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	<b>\$396,598</b>	\$23,298.88
				<b>TOTAL WITH TAX</b>	<b>\$419,896.88</b>	

3. Section 2, entitled Rate of Payments, of Exhibit B to the Agreement is hereby amended to read as follows:

2. RATE OF PAYMENTS.

A. County shall make the **following payments** to Contractor:

- 1) \$175,000 upon full execution of this contract.
- 2) \$195,296.88 upon County's acceptance of completed system install and functional testing.
- 3) **\$49,600 upon County's acceptance of completed siren (qty. 4) installation and 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 \$419,896.88**. 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.

**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: \_\_\_\_\_