

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Attachment 6: County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Macro Corporation	Phone:	800-622-7621, Ext. 253
Contact Person:	Allen Beatty	Fax:	215-997-3818
Address:	4377 County Line Rd. Chalfont, PA 18914		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - 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)


- 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.
- 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)

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.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - 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
October 3, 2008
 Date

George J. Peterman
 Name
President
 Title

County Counsel Review Form

Date: 12/4/08
To: Glenn Levy
From: Joy Cheechov, ext. 4739
Subject: Macro Corporation Agreement Review and Approval

Contractor: Macro Corporation

Maximum Amount: \$ 474,716.00

Rate of Payment: Net 30

No changes on the standard agreement form

X The following sections have been changed on the "standard" agreement:

Table with 3 columns: Section No. & Title, Approved As Is [For County Counsel Use Only], and Modifications Required [For County Counsel Use Only]. Includes handwritten notes like 'okay as shown below' and a large bracket grouping several rows.

Modifications (Please specify modifications to be made below. Use additional paper if needed.):

Section 1: Exhibits and Attachments: Deleted "Attachment I - §504 Compliance

Section 4: Term and Termination - 2nd Paragraph: "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 subject to Clause 17. 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. Upon mutual 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.”

Section 7: Hold Harmless – modified as follows:

“Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all third party claims, suits, or actions brought for, or on account of: (A) injuries to or death of any person, including Contractor, (B) damage to any tangible property, (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 to the extent directly resulting from negligent acts, willful misconduct or omissions of Contractor in the performance of any work performed under this Agreement, provided that this indemnification shall apply only proportionately to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own comparative negligence or willful misconduct, with the amount of Contractor’s indemnification limited to its comparative share of the liability. Separate from third-party claims, which are governed by this paragraph, nothing in this paragraph limits the ability of the County to pursue a claim, suit, or action against Contractor for damages or other relief arising out of this Agreement except as otherwise limited by this section.

“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.

“Except to the extent covered and reimbursed by the policies of insurance provided by Contractor hereunder, the liability of Contractor for any claim whatsoever related to this Agreement, including any cause of action in contract, tort or strict liability, and including any obligations to indemnify County as set forth above, shall not exceed the maximum fiscal obligation (*i.e.*, \$474,716) listed in Section 3, above. In no event shall either party be liable to the other for any consequential, exemplary, special, incidental or punitive damages including, without limitation, lost profits, even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy. The amount of this section's limitation on liability will remain applicable, regardless of any amendments increasing the County's maximum fiscal obligation under this Agreement, unless an amendment specifically includes a change to this section's limit on liability.”

Section 9-2: Insurance – Added: “**Except for Professional Liability**, 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.”

Section 10: Compliance with Laws; payment of Permits/Licenses – Deleted “and attached hereto and incorporated by reference herein as Attachment “I”.

Section 16: Rights in Contractor-Owned Information or Material – Added, “**Contractor shall retain and may use the general knowledge acquired as a result of its creation of the work product or the performance of services hereunder, for its general reference, enhancement of its technical capabilities, and for other purposes. All information and material which is owned by Contractor and used by Contractor in the performance of the Agreement shall**

remain the exclusive property of Contractor whether or not such information or material was incorporated in or used to produce any of the work products delivered under this Agreement. The County is hereby granted a limited, non-exclusive license to use Contractor owned information and material , solely for the internal purposes and only in connection with the work and services being performed hereunder, and for no other purpose.”

Section 17: Changes – Added, “During the course of performing the services identified in Exhibit A, County and Contractor may identify changes in Contractor’s scope of services, the project’s schedule, or the cost of Contractor’s services not anticipated by, or identified in, this Agreement. Such changes shall be brought to the attention of both parties immediately. If such changes result in an increase or decrease in services, the time required to perform services, or the compensation for services, then this Agreement shall be modified accordingly in writing in order for such changes to be valid.”

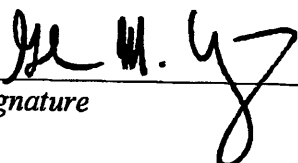
Section 18: Debarment and Suspension – Added, “As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, Contractor hereby acknowledges that prior to execution of this Agreement, County shall research & certify that Contractor:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from the covered transactions by any Federal department or agency; or
- b. Has not within a three-year period preceding this contract been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity terminated for cause or default.”

In relation to these requirements, Contractor also hereby certifies to the County under penalty of perjury that it is not subject to any of the three conditions listed above in this Section.

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described


Signature

12/4/08
Date

CONTRACT INSURANCE APPROVAL

DATE: December 1, 2008

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Joy Cheechov

PHONE: 650-363-4739 FAX: 650-363-7800 PONY: ISD120

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: MACRO CORPORATION

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? YES

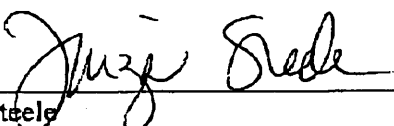
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Professional Services for Engineering Study

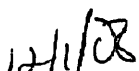
The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



 Faiza Steele
 Risk Management Analyst



 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/31/2008

PRODUCER CHARTER INSURANCE AND CONSULTING, INC. P O BOX 421159 ATLANTA, GA 30342 404-256-7900 404-256-9257 FAX	Serial # 100449	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.
	INSURERS AFFORDING COVERAGE	
INSURED KEMA INCORPORATED MACRO CORPORATION 4377 COUNTY LINE ROAD CHALFONT, PA 18914	INSURER A: HARTFORD INSURANCE GROUP	NAIC#
	INSURER B: NATIONAL UNION FIRE INSURANCE	
	INSURER C: WESTCHESTER FIRE INS. CO. (ACE)	
	INSURER D: PRAETORIAN INS. CO.	
	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 POLICES 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	ADDT NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	20 UUN ND9695	10/31/08	10/31/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE NIL
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20 UUN ND9695	10/31/08	10/31/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	BE 63313170	10/31/08	10/31/09	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A D		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	P001101-0035-648 (CA)	3/1/08	3/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER PROFESSIONAL LIABILITY	EONG21645667007	10/31/08	10/31/09	\$5,000,000 PER CLAIM \$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY COVERAGE ONLY, AND ONLY FOR WORK PERFORMED FOR IT BY THE NAMED INSURED. THE INSURED'S INSURANCE IS LISTED AS THE PRIMARY INSURANCE AND THE INSURANCE COMPANY IS LIABLE FOR THE FULL AMOUNT OF ANY CLAIM WITHOUT THE RIGHT OF CONTRIBUTION FROM ANY OTHER INSURANCE EFFECTED.
 THE ISSUING INSURER WILL GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER OF ANY MATERIAL ALTERATION OR CANCELLATION OF THE POLICY.

CERTIFICATE HOLDER

SAN MATEO COUNTY
 ATTN: MARYANNE CARBONI
 455 COUNTY CENTER - 3RD FLOOR
 REDWOOD CITY, CA 94603

CANCELLATION

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

AUTHORIZED REPRESENTATIVE