
AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TELECOMMUNICATIONS ENGINEERING ASSOCIATES, hereinafter called "Contractor;"

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of comprehensive maintenance, engineering, and administration services to support the San Mateo County Law Enforcement Data Communication Network, also referred to as LawNet.

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 **TWO HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED THIRTY DOLLARS AND NO CENTS, (\$221,130.00).**

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2009** through **JUNE 30, 2012.**

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.

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 County 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 County 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, 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, 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 "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. Further, Contractor certifies that the Contractor and all of its

subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

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.

A. 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.

B. 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 AND VENUE.

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES.

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

IN THE CASE OF CONTRACTOR, TO:

Telecommunications Engineering Associates
Daryl Jones, President
1160 Industrial Road, #15
San Carlos, CA 94070

IN THE CASE OF COUNTY, TO:

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

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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: _____
SHERIFF GREG MUNKS

Date: _____

**TELECOMMUNICATIONS ENGINEERING
ASSOCIATES**

By: _____
(SIGNATURE)

(PRINTED NAME)

Date: _____

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES

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

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor will provide comprehensive maintenance, engineering and administration services to support the law enforcement data communications network also referred to as LawNet.

A. Trouble Reporting System.

1. Provide a telephone and e-mail reporting system for representative from the agencies participating in LawNet to call and report problems and request assistance.
2. Furnish and maintain facilities for Contractor's employees authorized to access the LawNet network on a 24x7 basis for the purpose of performing the requirements of this Agreement.
3. Furnish and maintain an automated monitoring and notification system that will continuously monitor all equipment and telephone circuits used in the LawNet.

B. Hardware Maintenance.

1. Provide onsite labor and replacement parts to keep the Cisco telecommunications equipment used in the LawNet network operating in accordance with the manufacturer's published specifications.
 - Provide total problem resolution service for Cisco equipment that serve the law enforcement agencies in the County including two (2) Cisco 7204VXR routers and eighteen (18) Cisco 2621 routers.
 - Provide access to a local inventory of spare parts and equipment that is available on a 24x7 basis. Provide and maintain an inventory of spare equipment for all LawNet Cisco equipment.
2. Provide onsite labor and replacement parts to maintain two Intel rack-mount computers used for LawNet DNS, logging and web hosting.

C. Network Administration.

1. Provide consulting engineering services related to law enforcement TCP/IP networking.
 - Participate as an advisor to the San Mateo County Police Chiefs' and Sheriff Association standing committee on communications and technology.
 - Serve as the IP address registrar for LawNet address space. Maintain IP address records. Maintain forward and reverse DNS information in primary and secondary DNS servers. Provide secondary DNS service for California DOJ zones.
2. Furnish and maintain:

- “syslog” server software that accepts logging information from all of the LawNet routers that are covered under this Agreement. Review the log files when necessary.
 - software that collects usage and error statistics for all LawNet routers and circuits that are covered by this Agreement. Make this information available to all LawNet users on a web page. Proactively review this information to identify unusual trends or patterns.
 - software that host the www.lawnet web site.
 - software that automatically archives Cisco router configuration files. The software shall archive “before” and “after” versions of all changes made to route configurations.
3. Furnish and maintain TFTP server software in order to manage Cisco router configuration files.
 4. Administer the LawNet Internet Gateway and Firewall.
 5. Participate and assist County technical staff to administer the shared wireless gateway including support of NetMotion software.
 6. Respond to requests made by agencies participating in LawNet for router access-list changes.

D. Data Communications System Administration.

1. Maintain accurate records of all AT&T/SBC circuits and transport facilities from other carriers including circuit number and maintenance history.
 - Report trouble to AT&T/SBC and other transport service providers when necessary.
2. Maintain IP routing configuration files to enable the “OSPF” routing protocol in all LawNet routers and make necessary changes.
3. Make router and firewall configuration changes when necessary.
4. Investigate reports of intermittent problems and follow-through to successful resolution.

E. Service Level Commitment.

1. Respond to reports of problems within 30 minutes of notification on a 24x7 basis.
2. Commence problem resolution within 60 minutes of notification on a 24x7 basis.
3. Provide service that is consistent with the record that has been established over the past five years between Contractor and County.

EXHIBIT B

PAYMENT & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES

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

1. PAYMENTS / RATES.

- A. Annual maintenance charges for the period of July 1, 2009 through June 30, 2010 will be in the amount of \$73,710.00. County will pay Contractor \$18,427.50 on a quarterly basis upon County's receipt of Contractor's invoices 30 days prior to:
1. August 31, 2009;
 2. November 30, 2009;
 3. February 28, 2010; and
 4. May 31, 2010.
- B. Annual maintenance charges for the period of July 1, 2010 through June 30, 2011 will be in the amount of \$73,710.00. County will pay Contractor \$18,427.50 on a quarterly basis upon County's receipt of Contractor's invoices 30 days prior to:
1. August 31, 2010;
 2. November 30, 2010;
 3. February 28, 2011; and
 4. May 31, 2011.
- C. Annual maintenance charges for the period of July 1, 2011 through June 30, 2012 will be in the amount of \$73,710.00. County will pay Contractor \$18,427.50 on a quarterly basis upon County's receipt of Contractor's invoices 30 days prior to:
1. August 31, 2011;
 2. November 30, 2011;
 3. February 28, 2012; and
 4. May 31, 2012.

ATTACHMENT I

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.

Daryl Jones, President

Name of 504 Person - Type or Print

Telecommunications Engineering Associates

Name of Contractor(s) - Type or Print

1160 Industrial Road, #15

Street Address or P.O. Box

San Carlos, CA 94070

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: Telecommunications Engineering Associates	PHONE: (415) 871-4200
CONTACT PERSON: Daryl Jones, President	FAX: (415) 367-7240
ADDRESS: 1160 Industrial Road, #15	
San Carlos, CA 94070	

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.
<input type="checkbox"/> Contractor complies with the County's Equal Benefits Ordinance by: <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: <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: <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

PRINTED NAME

DATE

TITLE