

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JOHNSON CONTROLS, 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 maintaining and supporting the security systems located at the San Mateo Medical Center.

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 - Schedule of Equipment
Exhibit C - Terms and Conditions
Exhibit D - 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 "D," 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 "D." 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 TEN THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$410,232.00)**.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **APRIL 1, 2007** through **MARCH 31, 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 Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and 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	<u>\$1,000,000</u>
2) Motor Vehicle Liability Insurance.....	<u>\$1,000,000</u>
3) Professional Liability	<u>\$1,000,000</u>

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.

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:

Johnson Controls, Inc.
Attn: Steve Sandoval, Account Executive / Security
3526 Breakwater Court
Hayward, CA 94545

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

JOHNSON CONTROLS, INC.

By: _____
(SIGNATURE)

(PRINTED NAME)

Date: _____

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

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

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor will perform maintenance and support services for the equipment listed in Exhibit B.

A. DEFINITIONS.

- 1) *Covered Equipment* means the equipment for which Services are to be provided under this Agreement. Covered Equipment is identified in the "Schedule of Equipment" attached to this Agreement as Exhibit B.
- 2) *Equipment Failure* means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.
- 3) *Scheduled Service Visits* include labor required to perform inspections or provide preventive maintenance on Covered Equipment.
- 4) *Scheduled Service Materials* include materials required to perform Scheduled Service Visits on Covered Equipment.
- 5) *Repair Labor* includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.
- 6) *Repair Materials* includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. At Contractor's option, Repair Materials may be new, used, or reconditioned. Repair Materials are covered by the terms of the warranty set forth below.

B. Service Coverage.

- 1) Premium Level Coverage includes:
 - Scheduled Service Visits (annually, unless otherwise noted)
 - Schedule Service Materials
 - Repair labor
 - Repair Material

EXHIBIT B

SCHEDULE OF EQUIPMENT

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

In consideration of the services set forth in Exhibit A, Contractor shall provide maintenance services and support for the following:

1. BURLINGAME LONG-TERM CARE.

#	<i>EQUIPMENT DESCRIPTION</i>	<i>COMPONENT ID</i>	<i>QUANTITY</i>
1	CCTV - Pwr/Comm Equipment	PWR-COMM	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Multi-camera power supply	CCTV-POWER-SUPP	1
2	CCTV - Control Equipment	CNTRL EQUIP	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Multiplexer 16 inputs	CCTV-MUX-LARGE	1
	Monitor 13" to 17"	CCTV-MONITOR-MD	1
	Time lapse recorder/24 hour capacity	CCTV-REC-24HOUR	1
	Digital video recorder	CCTV-DVR	1
3	CCTV - Camera Equipment	CAMERA EQUIP	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Standard camera, lens	CCTV-CAM-STD	1
	Exterior camera housing	CCTV-HOUSE-EXT	1
	Integrated Dome Camera	CCTV-DOME-INTRG	4
4	CK7XX Network Panel	CK-CNTRL-7XX	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	CK7XX Network Panel	CK7XX-CNTRL	2
	Reader Interface Module	S300-RDR2	14
	Input/Output Device	S300-IO-DEVICE	4
	Aux Pwr 5 Amp (Standby)	PWR-UPS-5A	2
5	Access Pt. Door Equip	CK-DOOR	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Proximity Reader	RDR-PROX	14
	Lock Magnetic	LK-MAG	1
	EGRESS PIR	EG-PIR	14
	Alarm Contact	ALM-CONTACT	20
6	CCTV - Camera Equipment	CAMERA EQUIP	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Standard camera, lens	CCTV-CAM-STD	1
	Hi Res camera, lens	CCTV-CAM-HI-RES	8
	Exterior camera housing	CCTV-HOUSE-EXT	1

2. SAN MATEO MEDICAL CENTER – MAIN CAMPUS.

#	EQUIPMENT DESCRIPTION	COMPONENT ID	QUANTITY
1	Video Imaging Station	CK-VIDEO-IMAGE	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Computer Workstation	HST-WORKSTATION	1
	Video Imaging Workstation Software	VI-SOFTWARE	1
	Single-Sided PVC Card Ptr (Depot Repair (Supplier Agreement))	VI-PRNTR-PR3XX	1
	DbI-Sided PVC Card Ptr W/ Encoder (Depot Repair (Supplier Agreement))	VI-PRNTR-PR4XX	1
	Camera, Deluxe	VI-CAM-DLX	1
2	P2000 Host System	CK-HOST-P2000	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Server Computer	HST-SERVER	1
	P2000 Workstation Software	P2000-SOFT	1
	UPS	HST-UPS	1
	Printer, Parallel, 132	HST-DOTMTR-PTR	1
	Computer Workstation	HST-WORKSTATION	2
3	S3XX Terminal Controller	CK-CNTRL-3XX	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Controller S300/S320	S320-CONTROLLER	12
	Reader Interface Module	S300-RDR2	168
	Input/Output Device	S300-IO-DEVICE	21
	Aux Pwr 5 Amp (Standby)	PWR-UPS-5A	21
4	D6XX Panel	CK-CNTRL-6XX	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Smart Term Interface	TRM-STI-L9	36
	Aux Pwr 5 Amp (Standby)	PWR-UPS-5A	6
5	Access Pt. Door Equip	CK-DOOR	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Proximity Reader	RDR-PROX	1
	Lock Magnetic	LK-MAG	1
	EGRESS PIR	EG-PIR	1
	Alarm Contact	ALM-CONTACT	1
6	CCTV - Camera Equipment	CAMERA EQUIP	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Standard camera, lens	CCTV-CAM-STD	1
	Hi Res camera, lens	CCTV-CAM-HI-RES	41
	Pan tilt device	CCTV-PAN-TILT	3
	Interior camera housing	CCTV-HOUSE-INT	20
	Exterior camera housing	CCTV-HOUSE-EXT	10
	Integrated Dome Camera	CCTV-DOME-INTRG	6
	Silent Witness Minidome Color Camera System (Average)	V25-C7036	1
	7	CCTV - Control Equipment	CNTRL EQUIP
Visit/Book Code: PS-Sec 1,0 (Average)		VBC-10	1
Monitor 17" +		CCTV-MONITOR-LG	10
Monitor 13" to 17"		CCTV-MONITOR-MD	1
Matrix with 8 inputs		CCTV-MATRIX	1
Pan tilt zoom control		CCTV-PTZ-CONTRO	10
CCTV Complexity		CCTV-COMPLEX	1

8	CCTV - Pwr/Comm Equipment	PWR-COMM	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Multi-camera power supply	CCTV-POWER-SUPP	2
9	CK7XX Network Panel	CK-CNTRL-7XX	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	CK7XX Network Panel	CK7XX-CNTRL	14
	Expansion Enclosure	S300-EXPANSION	8
	Reader Interface Module	S300-RDR2	64
	Input/Output Device	S300-IO-DEVICE	8
	Interface, CK7XX to STI	MTI-STI-MUX	6
	Aux Pwr 5 Amp (Standby)	PWR-UPS-5A	8
10	Digital Video Network	CCTV-DVN	1
	Visit/Book Code: PS-Sec 1,0 (Average)	VBC-10	1
	Video System Workstation	CCTV-HOST	2
	Remote DVR Software	DVR-SOFT	1
	Digital Video Recorder (Up to 500GB)	DVN-MED	1
	Digital Video Recorder (Over 500GB)	DVN-LARGE	6

EXHIBIT C

TERMS AND CONDITIONS

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JOHNSON CONTROLS, INC.

By accepting this contract, County agrees to be bound by the following terms and conditions:

- 1. Scope of Work.** This contract is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Contractor, shall be distributed and installed by others under Contractor's supervision but at no additional cost to Contractor. County agrees to provide Contractor with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Contractor agrees to keep the job site clean of debris arising out of its own operations. County shall not back charge Contractor for any costs or expenses without Contractor's written consent.
- 2.** Unless specifically noted in the statement of the scope of work or services undertaken by Contractor under this agreement, Contractor's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the County to change, modify, or alter the scope of work or services to be performed by Contractor shall not operate to compel Contractor to perform any work relating to Hazards without Contractor's express written consent.
- 3. Materials.** If the materials or equipment included in this contract become temporarily or permanently unavailable for reason beyond the control and without the fault of Contractor, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Contractor shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. Warranty.** Contractor warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Contractor, for a period of two (1) year from installation. Contractor warrants that for equipment furnished and/or installed but not manufactured by Contractor, Contractor will extend the same warranty terms and conditions which Contractor receives from the manufacturer of said equipment.

For equipment installed by Contractor, if County provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment. For equipment not installed by Contractor, if County returns the defective equipment to Contractor within thirty (30) days after appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment and return said equipment to County. All transportation charges incurred in connection with the warranty for equipment not installed by Contractor shall be borne by County. The warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **Mutual Waiver of Consequential Damages.** The parties hereto waive all claims against each other for any special, indirect, or consequential damages arising out of or relating to this agreement Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either parties' termination of the Contract in accordance with its terms.
6. **Taxes.** The price of this contract does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. County shall pay, in addition to the stated price, all taxes not legally required to be paid by Contractor or, alternatively, shall provide Contractor with acceptable tax exemption certificates. Contractor shall provide County with any tax payment certificate upon request and after completion and acceptance of work.
7. **Force Majeure.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government agencies; earthquakes, floods; strikes; labor disputes; fire; explosions or other casualties; terrorism; thefts; vandalism or other third party criminal acts; riots; war; or unavailability of parts, materials or supplies.
8. **Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work.

Licenses and permits of a permanent nature shall be procured and paid for by the County.
9. **Insurance.** Insurance coverage in excess of Contractor's standard limits will be furnished when requested and required. No credit will be given or premium paid by Contractor for insurance afforded by others.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This contract, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon Contractor unless accepted by Contractor in writing.

EXHIBIT D

PAYMENTS & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONTRACTOR CONTROLS, INC.

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

1. **AMOUNT AND METHOD OF PAYMENT.**

- A. The total cost for Contractor's services during the term of this agreement is \$410,232.00. This amount will be paid to Contractor in 20 quarterly installments as follows:

<i>CONTRACT YEAR</i>	<i>COVERAGE PERIOD</i>	<i>QUARTERLY PAYMENT AMOUNT</i>	<i>YEARLY PAYMENT TOTAL</i>
1	April 1, 2007 through March 31, 2008	\$20,027.25	\$80,109.00
2	April 1, 2008 through March 31, 2009	\$20,027.25	\$80,109.00
3	April 1, 2009 through March 31, 2010	\$20,628.25	\$82,513.00
4	April 1, 2010 through March 31, 2011	\$20,628.25	\$82,513.00
5	April 1, 2011 through March 31, 2012	\$21,247.00	\$84,988.00
FIVE YEAR CONTRACT TOTAL			\$410,232.00

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.

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:		PHONE:	
CONTACT PERSON:		FAX:	
ADDRESS:			

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

NAME

DATE

TITLE