

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND FILLER SECURITY STRATEGIES, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FILLER SECURITY STRATEGIES, 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 public health emergency preparedness exercise coordination services.*

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- 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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. County may make work modifications with associated price increases up to an amount not to exceed FOUR THOUSAND EIGHT HUNDRED TWO DOLLARS AND ZERO CENTS (\$4,802.00). Any such work modification shall be deemed to be included in the statement of work and associated fee schedule herein. In any event, the maximum amount County shall be obligated to pay Contractor for all services provided under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000)** for the agreement term.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 8, 2014** through **JANUARY 30, 2015**.

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 County and shall be promptly delivered to County. Upon termination, 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

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 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

7.1. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions,

trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

9.1 Workers' Compensation and Employer's Liability Insurance. Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

9.2 Liability Insurance. Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) 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, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

10. COMPLIANCE WITH LAWS

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that 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.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. **NON-DISCRIMINATION AND OTHER REQUIREMENTS**

- 11.1. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- 11.2. *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 upon request.
- 11.3. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- 11.4. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- 11.5. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- 11.6. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- No finding of discrimination has been issued in the past 365 days against

Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

11.7 *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 the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) 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 Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement 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.

12. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- 13.1. Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- 13.2. 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 County.
- 13.3. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. MERGER CLAUSE & AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments 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, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of Contractor, to:

Filler Security Strategies, Inc.
ATTN: Joshua Filler, President
1250 Connecticut Avenue NW, Suite 200
Washington, DC 20036

Telephone: (202) 261-6560
Email: jfiller@fssconsulting.net

In the case of County, to:

San Mateo County Sheriff's Office
ATTN: Greg Munks, Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

Telephone: (650) 599-1664
Email: gmunks@smcgov.org

17. **ELECTRONIC SIGNATURE**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

18. **DISBARMENT AND SUSPENSION**

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 require Contractor to certify that it:

- 18.1 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
- 18.2 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 or contract under 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
- 18.3 Is not presently indicted for or otherwise criminally or civilly charged by a government entity terminated for cause or default.

19. **FEDERAL PROCUREMENT POLICY**

As required by 44 CFR, Part 13, Subpart C, Section 13.36 (i), Contractor hereby acknowledges the following:

(i) *Contract provisions.* Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold).
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

FILLER SECURITY STRATEGIES, INC.

BY: _____
Joshua Filler
(SIGNATURE)

Joshua Filler

(PRINTED NAME)

DATE: December 10, 2013

(Revised 7/1/13)

EXHIBIT A - SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FILLER SECURITY STRATEGIES, INC.

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

1. SERVICES TO BE PROVIDED BY CONTRACTOR

- A. Lead planning, execution, and evaluation of a full scale, regional-in-scope, public health emergency preparedness exercise. Exercise will be:
- 1) Aligned with the 2014 California Statewide Medical-Health Exercise scenario.
 - 2) Compliant with the Homeland Security Exercise and Evaluation Program (HSEEP).
- B. Participation from representative staff from all local planning jurisdictions will include:
- Alameda
 - Berkeley
 - San Francisco
 - Solano
 - Sonoma
 - Napa
 - Marin
 - Contra Costa
 - San Mateo
 - San Benito
 - Santa Clara
 - Santa Cruz
 - Monterey
- C. Exercise will include, but is not limited to, the following action items and approximate timeline:

| Progress Milestone | Deliverables | Due Date |
|--------------------------------------|---|-----------------------------|
| Kick Off/Introductory Meeting | Facilitate and document meeting | By January 31, 2014 |
| | Identify key stakeholder decisions needed before the Initial Planning Conference | |
| | Assist group to commit to specific process for decision making, consensus building, and conflict resolution | |
| | Present draft Participant Phone Book @ 25% completion | |
| | Present draft comprehensive Exercise Planning Calendar @ 25% completion | |
| | Introduce FSS team members | |
| | Review and revise the proposed project plan and timeline | |
| | Take delivery of plans, policies, and procedures relevant to exercise | |
| | Schedule formal exercise planning meetings | |
| | Conduct a loose discussion regarding core capabilities and exercise objectives | |
| | Receive EDT guidance and direction pertaining the Initial Planning Conference (IPC) | |
| Initial Planning Conference | Lead and document meeting | By February 28, 2014 |
| | Identify key stakeholder decisions needed before the Mid-Term Planning Conference | |

| | | |
|---|---|----------------------------|
| | Draft Participant Phone Book @ 50% completion | |
| | Draft Exercise Planning Calendar @ 50% completion | |
| | Develop exercise objectives | |
| | Identify Core Capabilities | |
| | Exercise participant determination | |
| | Scenario development | |
| | Planning milestone review | |
| | Discussion of issues, concerns, and sensitivities | |
| Mid-Term Planning Conference | Lead and document meeting | By July 1, 2014 |
| | Identify key stakeholder decisions needed before the Final Planning Conference | |
| | Scenario completed and posted for review | |
| | Exercise Planning Calendar and Participant Roster are complete, posted for review, and updated as needed | |
| | All other required planning activities for each component of full scale exercise (Section B-1, 2, 3 and 5), and associated documents (Section B-4) @ 50% completion and posted for participant's review | |
| | Review, discuss, and confirm the operational and logistical components of the ExPlan | |
| | Review and refine the sync matrix | |
| | Review and refine the exercise schedule if necessary | |
| MAC Exercise Planning Conference | Lead and document meeting | By August 1, 2014 |
| | Draft specifics of MAC-G exercise component (objectives, timelines, injects, inclusion in MSEL, evaluation, etc.) | |
| PIO Exercise Planning Conference | Lead and document meeting | By August 1, 2014 |
| | Draft specifics of PIO JIC exercise component (objectives, timelines, injects, inclusion in MSEL, evaluation, etc.) | |
| MSEL Conference | Lead and document meeting | By August 31, 2014 |
| | Draft MSEL Injects and Timeline | |
| Final Planning Conference | Lead and document meeting | By October 15, 2014 |
| | All required planning activities for each component of full scale exercise (Sections 1, 2, and 4), and associated documents (Section 3) @ 85% - 100% completion and posted for participant's review | |
| | Refine and amend the exercise schedule if required | |
| | Review pertinent elements of the C/E Manual to include EEGs, SimCell operations, communications directory, and MSEL | |

| | | |
|----------------------------------|---|--------------------------|
| | Review, discuss, and amend if necessary, the information collection plan and knowledge/information map | |
| | Confirm the pre-exercise training and exercise day schedules | |
| | Address any final questions or issues | |
| Full-scale exercise | All required planning activities for each component of full scale exercise (Sections 1, 2, and 4), and associated documents (Section 3) @ 100% completion and posted for participant's review | November 20, 2014 |
| | Lead and document all components of full-scale exercise, including: PIO JIC, MAC-Group, Mass Dispensing, RSS Medical Materials Management, etc. | |
| Evaluation | Lead and document After-Exercise Conference | January 14, 2015 |
| | Present draft AAR and solicit participant feedback | |
| Final Exercise Evaluation | Present Final AAR - 100% completion | January 29, 2015 |

2. PROVISIONS

- A. Notwithstanding any other section or provision of this Agreement, County acknowledges and agrees that Contractor's pre-existing tools, techniques, knowledge, and other intellectual property that Contractor uses or delivers in providing the services under this Agreement ("pre-existing work") shall be owned exclusively by Contractor or its licensor, as the case may be.
- B. For all deliverables under this Agreement, the Contractor shall submit such deliverables for review in accordance with requirements set forth in the Agreement. The County shall review deliverables and provide consolidated comments in five (5) business days. Contractor will incorporate the County's comments and submit the final deliverable(s) within five (5) business days and the deliverable will be deemed accepted upon the County's receipt. If no comments on the initial deliverable submission are received within five (5) business days, the deliverable will be deemed final and accepted.
- C. The County acknowledges and agrees that Contractor may subcontract with Willdan Homeland Solutions for support in all phases of the work to be performed under this Agreement.
- D. Contractor agrees to perform professional services in accordance with the customary standards of care in the industry. The County acknowledges and agrees that Contractor's reports and recommendations are merely tools and that Contractor does not guarantee or warrant any specific results based on any interpretation or use of those reports or recommendations. The County acknowledges and agrees that Contractor's reports and recommendations do not predict or attempt to predict any future event. Further, the actual cause or response to an emergency incident, whether at the Regional or County level, is not the responsibility of Contractor. Contractor is not responsible for the use or non-use of any plan, assessment, template or any other deliverable(s) provided under this Agreement. Except as specifically set forth in this Agreement, Contractor disclaims all other warranties, express or implied, including, without limitation, any implied warranties or representations of merchantability, fitness for any particular purpose, or any warranties arising from course of dealing, performance, or usage of the trade. The tools, templates and any other deliverables under this Agreement are not applicable outside of the County.

EXHIBIT B - PAYMENTS AND RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FILLER SECURITY STRATEGIES, INC.

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. RATE OF PAYMENTS

- A. Upon completion of each phase, Contractor shall submit a progress invoice to County which will be inclusive of all labor, travel and project related costs.

| Phase | Payment |
|----------------------------------|---------------------|
| Kick Off/Introductory Meeting | \$5,446 |
| Initial Planning Conference | \$7,411 |
| Mid-Term Planning Conference | \$26,372 |
| MAC Exercise Planning Conference | \$9,093 |
| PIO Exercise Planning Conference | \$2,306 |
| MSEL Conference | \$4,161 |
| Final Planning Conference | \$29,342 |
| Full-scale exercise | \$29,200 |
| Evaluation | \$8,589 |
| Final Exercise Evaluation | \$23,278 |
| TOTAL PAYMENTS: | \$145,198.00 |

2. METHOD OF PAYMENTS

- A. Contractor shall prepare and submit progress invoices for payment of services rendered in accordance with the policies and procedures established by the County's Controller's Office.
- B. County shall pay Contractor, upon receipt of an invoice and County's acceptance of services rendered. Each invoice submitted must include the following information, at a minimum:
- 1) Agreement Number
 - 2) Time period covered
 - 3) Detailed statement of services/work completed for the invoiced period
 - 4) Contract amount expended to date (Example: \$12,857 expended, including this invoice)
 - 5) Remaining contract balance (Example: \$132,341 remaining contract balance).
- C. County may make work modifications with associated price increases up to an amount not to exceed \$4,802.00. In any event, the total payment for services of Contractor shall not exceed **\$150,000.00**. 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 I
Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "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: Joshua Filler

Name of Contractor(s): Filler Security Strategies, Inc.

Street Address or P.O. Box: 1250 Connecticut Avenue NW, Suite 200

City, State, Zip Code: Washington, DC 20036

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

Signature: 

Title of Authorized Official: President

Date: December 10, 2013

** 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."*