

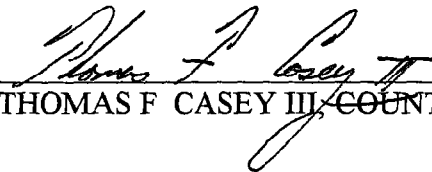
**COUNTY OF SAN MATEO
INTERDEPARTMENTAL CORRESPONDENCE**

To: Honorable Board of Supervisors
From: County Counsel
Subject: Resolution Approving Inclusion of Enforcement Mechanisms with the Non-discrimination Clause in all County Contracts
Date: January 9, 2000

Recommendation Adopt Resolution approving the inclusion of enforcement mechanisms with the non-discrimination clause in all County Contracts

Background In dealing with the Humane Society contract this past November, this Board asked for development of additional means to enforce the non-discrimination clause in County contracts. County contracts have always included a non-discrimination clause, violation of which was potentially grounds for termination of the contract. However, contracts have not included language which provides different enforcement mechanisms by which the County could explicitly enforce the non-discrimination clause.

Discussion The recommended clause which is included in the Resolution explicitly establishes that violation of the non-discrimination provision is a basis for termination of the contract with the County. It also establishes that violation of the non-discrimination clause may result in disqualification from all County contracts for a period of up to 3 years, payment of liquidated damages in the amount of \$2,500, or other sanctions as determined by the County Manager. The clause permits collection of any monetary sanctions from amounts owed under any contract between the County and the offending contractor. To ensure that the County learns of possible violations, this clause also requires contractors to inform the County when any charge of discrimination is filed with administrative agencies charged with investigating allegations of discrimination.


THOMAS F. CASEY III, COUNTY COUNSEL

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cc John Maltbie, County Manager
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RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION APPROVING INCLUSION OF ENFORCEMENT MECHANISMS WITH
THE NON-DISCRIMINATION CLAUSE IN ALL COUNTY CONTRACTS**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that

WHEREAS, it is the policy of this County to ensure that no person shall be excluded from participation in, denied benefits of, or be subject to discrimination under Agreements with the County and that all County contractors shall ensure full compliance with non-discrimination laws, and

WHEREAS, the inclusion of an enforcement provision in County contracts will enable the County to learn of possible violations and take specific enforcement action,

NOW, THEREFORE, THE BOARD OF SUPERVISORS HEREBY RESOLVES AND ORDERS, that it shall be County policy to include in all County contracts the following language

“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

- 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,
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph,
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor 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 ”

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