

**SAN MATEO COUNTY****Environmental Services Agency**

Date: April 9, 2001

**Hearing Date: June 5, 2001****TO: The Honorable Board of Supervisors****FROM: Marcia Raines, Director of Environmental Services Agency** *MR***SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DMG  
MAXIMUS FOR A STUDY OF ANIMAL CONTROL SERVICES.****RECOMMENDATION:**

Adopt a resolution approving an agreement in the amount of \$101,660 with DMG Maximus for Phase II of an independent study of Animal Control Services.

**BACKGROUND:**

In February of 2000, the County of San Mateo contracted with DMG Maximus to conduct an independent audit of the Peninsula Humane Society (PHS). Phase I of the study provided useful information about the cost of services, the fiscal impacts of state legislation mandating longer holding periods and spay/neutering of adopted animals, the appropriation of contracted funds by the Peninsula Humane Society, and provided comparisons with similar animal control organizations. The County and the cities now wish to commence with Phase II of the study.

**DISCUSSION:**

Animal Control costs have risen significantly over the last two fiscal years because of increasing costs and state mandated legislation. The County and the cities entered into Phase I of the DMG Maximus audit in order to ensure Animal Control contract dollars were maximized. The study found "the current services provided by PHS under contract to the County of San Mateo cost significantly more than the reimbursement amounts authorized under the contract." Subsequently, Animal Control contract costs rose further, and the County and the cities would like to ensure the Peninsula Humane Society is providing the most efficient service.

Phase II of the study will examine all the services provided by the Peninsula Humane Society both outlined in the contract and beyond the contract, and calculate the specific costs for each contracted activity. The study will identify potential improvements in operations to improve efficiency and reduce costs through comparing services to other animal control agencies. A focus of the study will be an analysis of the differences in cost and services among the cities, and the development of an equitable cost-sharing methodology. DMG Maximus will also examine the possibility of developing a baseline level of services with the option for each city to purchase supplemental services. Alternate providers will also be examined.

**FISCAL IMPACT:**

The total cost of Phase II will be \$101,660. Costs will be split between the County and the cities using the traditional model based on population and assessed value. The County will be reimbursed by the cities for 70 percent of study costs. The cost to the County will be \$30,498. The entirety of this amount is budgeted into the FY 2001-02 budget, as the first payment to DMG Maximus will not be due until July 2001. Payment to DMG will be made at five "milestone" points throughout the project, at which DMG will produce a deliverable. The cities have signed agreements to provide reimbursement by December 31, 2001.

**REVIEW BY OTHERS:**

The County Counsel's Office has reviewed the resolution and finds it in order.

Resolution No. \_\_\_\_\_

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

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**RESOLUTION APPROVING AGREEMENT WITH DMG MAXIMUS FOR PHASE II OF  
AN INDEPENDENT ANIMAL CONTROL STUDY.**

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

WHEREAS, the twenty cities of San Mateo County contract with the County for Animal Control Services; and

WHEREAS, the County in turn subcontracts with the Peninsula Humane Society (PHS) for Animal Control Services in all incorporated and unincorporated areas of the County; and

WHEREAS, both the County and the cities are dedicated to providing the most efficient and cost effective Animal Control Services to all constituents; and

WHEREAS, this Board has been presented with an Agreement whereby DMG Maximus shall examine the efficiency of Animal Control Services, detail costs for all services, develop a cost-sharing formula for allocation of costs, and identify alternate service providers; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement;

NOW, THEREFORE, IT IS RESOLVED that the Agreement with DMG Maximus is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

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**SAN MATEO COUNTY AGREEMENT NO. \_\_\_\_\_**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR**

This Agreement entered this 5th day of June, 2001, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and DMG MAXIMUS, hereinafter called "Contractor",

**WITNESSETH**

**WHEREAS**, the County has the authority to engage independent Contractors to perform sundry services for the County, with or without the furnishing of materials; and

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services hereinafter described

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties as follows:

1. Services to be performed by Contractor In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof.
2. Contract Term. The term of this Agreement shall be from June 5, 2001 to January 31, 2002 unless terminated earlier by the County
3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "B". In the event that the County makes advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quality of work performed is unacceptable. In no event shall the payment for services under this Agreement exceed \$101,660
4. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractors.
5. Hold Harmless and Indemnify. The Contractor shall indemnify and save harmless the 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 injuries to or death of any person, including Contractor, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this agreement of Contractor, and which results from the negligent acts or omissions of contractor, or its subcontractors, agents or employees. The duty of Contractor to indemnify and hold harmless as set forth herein shall include the duty to defend with counsel acceptable to County and as set forth in California Civil Code Section 2778

The County shall indemnify and save harmless the Contractor from all claims, suits, or actions of every kind and description, brought for, or on account of injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this agreement of County, and which results from the negligent acts or omissions of County.

In the event of concurrent negligence of the County, its officers and/or employees, and the Contractor and its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California Theory of Comparative Negligence. The provisions of this paragraph shall survive the provisions of this Agreement.

6. Assignments and Subcontractors. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent, in violation of this Section, shall automatically terminate this Agreement.

Contractor will not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the prior written consent of the County. All assignee's, subcontractors, or consultants approved by the County shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to the County.

7. Termination of Agreement. The County may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of County, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photos, reports, and materials (hereafter referred to as materials) prepared by the 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. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be for costs reasonably incurred prior to receipt of notice of termination. The Contractor shall refund any amounts paid by County in excess of amounts owed for services performed prior to the termination of this Agreement.

8. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County. The contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a blanket 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. Workers' Compensation and Employer Liability Insurance. The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code.

I am 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 Code, and I will comply with such provisions before commencing the performance of this work of the 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 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 operations under this Agreement, whether such operations be by himself or any subcontractor 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 |
| (3) | Professional Liability            | \$1,000,000 |

After three (3) years from the date this Agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days notice to Contractor. 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 arising from Contractor's operations, 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 (This paragraph does not apply to Professional Liability).

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 cancelled, 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

9. Payment of Permits/Licenses Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10 Non-discrimination

- a. General. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.
- b. Employment. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to County upon request.

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 the 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 its response to the Complaint when filed.

11. Confidentiality. All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out the Agreement shall be presumed to be confidential Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
12. Retention of Records. Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to examination and/or audit of the County, a federal agency, and the State of California.
13. Sole Property of the County Any system or documents developed, produced or provided under this contract shall become the sole property of the County.

14 Interpretation and Enforcement

- a Any notice, request, demand or other communication required hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed.

- (1) In the case of County, to:  
San Mateo County  
Environmental Services Agency  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA. 94063

or to such person or address as County may, from time to time furnish to Contractor

- (2) In the case of Contractor, to  
DMG Maximus  
4320 Auburn Boulevard, Suite 2000  
Sacramento, CA 95841

15. Merger Clause: This Agreement, including Exhibit "A" and Exhibit "B" 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 part as of the document's date.

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 In the event of a conflict between the terms, conditions or specifications set forth herein and

those in Exhibit "A" and Exhibit "B" attached hereto, the terms, conditions or specifications set forth herein shall prevail

- 16 Venue: This Agreement shall be considered made and performed within the County of San Mateo, California. The venue for any issue of interpretation or enforcement of this Agreement shall be the State Courts of San Mateo County, California.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written, have executed this Agreement in two counterparts, each of which shall be deemed an original thereof

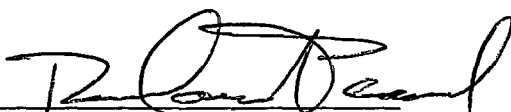
**COUNTY OF SAN MATEO**  
A political subdivision of the  
State of California

BY \_\_\_\_\_  
President, Board of Supervisors

ATTEST.

\_\_\_\_\_  
Clerk, Board of Supervisors

**CONTRACTOR**

BY   
Authorized Representative

36-2897743  
Federal Taxpayer I.D. Number

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## **Exhibit A**

### **DETAILED DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

The terms, conditions, deliverables, and specifications set forth in pages two through six, "Scope of Service" and attached hereto are incorporated into this contract.

### **OTHER TERMS AND CONDITIONS**

Responsibility Statement Contractor agrees that the services provided for herein shall be performed in accordance with the standard of care employed by those consultants in good standing performing services similar to those to be performed hereunder.

A

*San Mateo County Animal Control*  
**Phase 2 Study: Fiscal and Performance Review of the Peninsula Humane Society**

**SCOPE OF SERVICE**

	<b>Task Title</b>	<b>Project Goal</b>	<b>Task Detail &amp; Subtasks</b>	<b>Cost</b>
<b>1</b>	<b>Project Initiation</b>	Kick off the project with a full understanding of the project goals and objectives and approach by all parties	<ul style="list-style-type: none"> <li>• Conduct a meeting with County, PHS. and City representatives to discuss all elements of the project, including approach, project and issue history, and past efforts.</li> <li>• Collect background data and relevant project information and documentation.</li> <li>• Determine primary project contacts and other project and operational representatives.</li> <li>• Provide general advice on the most effective and appropriate approach to the remainder of the project and for specific tasks.</li> </ul>	<b>\$ 2,765</b>
<b>2</b>	<b>Service Profile</b>	Identify all individual services provided by PHS.	<ul style="list-style-type: none"> <li>• Develop a comprehensive matrix or list of services and activities performed for:               <ul style="list-style-type: none"> <li>◆ the cities</li> <li>◆ other entities</li> </ul> </li> <li>• Include services provided under contract and outside of the contract.</li> <li>• Describe the services so county and city representatives can readily understand the nature and objectives of the services provided.</li> </ul>	<b>\$ 9,680</b>

*San Mateo County Animal Control*  
**Phase 2 Study: Fiscal and Performance Review of the Peninsula Humane Society**

**SCOPE OF SERVICE**

	<b>Task Title</b>	<b>Project Goal</b>	<b>Task Detail &amp; Subtasks</b>	<b>Cost</b>
<b>3</b>	<b>Activity Based Costing</b>	Calculate the specific costs for each activity performed by PHS.	<ul style="list-style-type: none"> <li>• Determine overhead/indirect and direct costs.</li> <li>• Work with PHS staff to determine the correct allocation of indirect cost to each activity.</li> <li>• Calculate the full cost for each activity identified in the Service Profile.</li> <li>• Analyze the results to identify anomalies and opportunities for improvement.</li> </ul>	\$ 25,500
<b>4</b>	<b>Cost of Service Analysis by City</b>	Identify differences in cost and service delivery among the cities.	<ul style="list-style-type: none"> <li>• Determine geographic differences in costs and service levels.</li> <li>• Analyze differences to understand causes.</li> <li>• Identify city to city subsidies.</li> <li>• Identify other inequities.</li> </ul>	\$ 14,000
<b>5</b>	<b>Benchmarking</b>	Compare services and operational data to other animal control operations to identify opportunities for improvement.	<ul style="list-style-type: none"> <li>• Identify at least 5 animal control agencies similar to PHS for review.</li> <li>• Determine the functions, data, type of comparisons, and other information most likely to result in meaningful information.</li> <li>• Develop a survey tool to gather the data.</li> <li>• Follow up data to ensure a clear understanding of the differences between the agencies and the impact of these differences on the data and eventual comparisons.</li> <li>• Compare data and analyze the findings</li> <li>• Evaluate gross differences between agencies.</li> </ul>	\$ 6,480

*San Mateo County Animal Control*  
**Phase 2 Study: Fiscal and Performance Review of the Peninsula Humane Society**

**SCOPE OF SERVICE**

	<b>Task Title</b>	<b>Project Goal</b>	<b>Task Detail &amp; Subtasks</b>	<b>Cost</b>
<b>6</b>	<b>Performance Enhancements and Cost Reductions</b>	Identify potential improvements in the operations and administration of PHS to improve service and reduce the cost of services to San Mateo County.	<ul style="list-style-type: none"> <li>• Observe operations and interview staff to identify existing barriers to operational and administrative efficiency and effectiveness.</li> <li>• Consider information gathered in other elements of this study to identify other targets of further analysis or improvement measures</li> <li>• Formulate potential recommendations for improvement.</li> <li>• Apply any knowledge of best practices.</li> </ul>	\$ 9,540
<b>7</b>	<b>Allocation Formula</b>	Develop a cost sharing methodology based on service effort.	<ul style="list-style-type: none"> <li>• Identify the criteria for a good allocation methodology for the county and the cities.</li> <li>• Develop and model alternatives to the current “civil defense” model for allocating the cost to the cities and the county.</li> <li>• Recommend the methodology that best meets the needs of the county and the cities.</li> </ul>	\$ 5,400
<b>8</b>	<b>PHS Service Menu</b>	Develop a scenario for cities to purchase a baseline level of service and have the option to purchase supplemental services.	<ul style="list-style-type: none"> <li>• Determine the minimum required level of service, based on city desires and PHS mandates.</li> <li>• Develop a list of supplemental services PHS could provide to cities and the county</li> <li>• Calculate the cost of the baseline and supplemental services, based on the ABC results.</li> </ul>	\$ 5,700

*San Mateo County Animal Control*  
**Phase 2 Study: Fiscal and Performance Review of the Peninsula Humane Society**

**SCOPE OF SERVICE**

	<b>Task Title</b>	<b>Project Goal</b>	<b>Task Detail &amp; Subtasks</b>	<b>Cost</b>
<b>9</b>	<b>Alternative Service Provision</b>	Identify alternatives to the current model (comprehensive PHS services) in San Mateo County.	<ul style="list-style-type: none"> <li>• Attempt to identify other service provision models in existence in California.</li> <li>• Discuss, in concept, the pros and cons of 3 5 alternatives. Specifically include the possibility of a model comprised of city field services and PHS shelter services.</li> <li>• Do not conduct a formal cost benefit analysis or a financial analysis of the alternatives.</li> </ul>	\$ 6,300
<b>10</b>	<b>Reports and Documentation</b>	Document findings for delivery to the County.	<ul style="list-style-type: none"> <li>• Prepare documentation, possibly including worksheets and draft reports, for each task.</li> <li>• Documentation may encompass multiple related tasks.</li> <li>• Provide an opportunity for review by County and city representatives.</li> <li>• Prepare a final report for delivery to the County and the cities.</li> </ul>	\$ 9,330
<b>11</b>	<b>Project Closeout</b>	Provide an opportunity for interested City, County, and PHS representatives to understand the outcomes of the study.	<ul style="list-style-type: none"> <li>• Attend one 2 hour meeting with City, County, and PHS representatives to answer questions posed by the participants.</li> </ul>	\$ 2,345

*San Mateo County Animal Control*  
**Phase 2 Study: Fiscal and Performance Review of the Peninsula Humane Society**

**SCOPE OF SERVICE**

	<b>Task Title</b>	<b>Project Goal</b>	<b>Task Detail &amp; Subtasks</b>	<b>Cost</b>
12	<b>Project Management</b>	Provide project oversight to the DMG MAXIMUS project team and ensure constant and consistent communications with County, City, and PHS representatives	<ul style="list-style-type: none"> <li>• Coordinate and manage the DMG MAXIMUS project team.</li> <li>• Provide periodic verbal and written status reports as needed to keep the County, City, and PHS representatives informed of the progress and outstanding issues concerning the project.</li> <li>• This task represents the ongoing efforts of the Project Director and Project Manager, not a specific deliverable, and is shown only to separately identify the cost of this activity.</li> </ul>	<b>\$ 4,620</b>
	<b>PROJECT TOTAL</b>			<b>\$ 101,660</b>

## **Exhibit B**

### **TERMS AND CONDITIONS OF PAYMENT**

Following is a description of the additional terms and conditions of payment

- 1 Contractor shall submit a written invoice to the County based on attached 'Payment Milestones' schedule
- 2 Contractor shall be paid within thirty (30) days of approval of written invoice items
- 3 Invoiced items shall be approved for payment based upon the following.
  - a Reasonable and necessary costs related to the performance of this contract.
  - b Delivery and acceptance of materials, documents, maps, and reports as described in this contract.
  - c Reasonable acceptability of the quality of the work performed.
  - d Costs not exceeding amounts indicated in the Agreement
4. If an invoice is disputed by the County, it shall pay any undisputed amount of the invoice. The parties agree promptly thereafter to undertake in good faith such reasonable efforts as may be necessary to resolve amicably the amount in dispute.
5. County will retain 10% of total contract amount until satisfactory completion of project

San Mateo County  
 Animal Control  
 Phase 2 Study:  
 Fiscal and  
 Performance  
 Review of PHS

PAYMENT  
 MILESTONES

Milestone Estimated Completion Date	Milestone/ Payment #	Tasks Included	Task Cost	Prorated Share of Task #12	Total Cost/ Payment	% of #12
August 1, 2001	1	1	2,765	132	2,897	2.85%
		2	9,680	461	10,141	9.98%
		7	5,400	257	5,657	5.56%
		<b>Total:</b>	<b>17,845</b>	<b>850</b>	<b>\$18,695</b>	
September 15, 2001	2	3	25,500	1,214	26,714	26.28%
		<b>Total:</b>	<b>25,500</b>	<b>1,214</b>	<b>\$26,714</b>	
October 30, 2001	3	4	14,000	667	14,667	14.43%
		5	6,480	309	6,789	6.68%
		8	5,700	271	5,971	5.87%
		<b>Total:</b>	<b>26,180</b>	<b>1,246</b>	<b>\$27,426</b>	
November 30, 2001	4	6	9,540	454	9,994	9.83%
		9	6,300	300	6,600	6.49%
		<b>Total:</b>	<b>15,840</b>	<b>754</b>	<b>\$16,594</b>	
December 31, 2001	5	10	9,330	444	9,774	9.61%
		11	2,345	112	2,457	2.42%
		<b>Total:</b>	<b>11,675</b>	<b>556</b>	<b>\$12,231</b>	
Prorated among other tasks	1-5	12	4,620	(4,620)	-	
		<b>Total:</b>	<b>4,620</b>	<b>(4,620)</b>	<b>\$-</b>	
		<b>TOTAL PROJECT COST:</b>	<b>\$101,660</b>	<b>\$-</b>	<b>\$101,660</b>	100.00%



COUNTY OF SAN MATEO  
MEMORANDUM

DATE: 5-22-01

TO: Risk Mgt.

FROM: Environmental Services      FAX:      PONY:

SUBJECT: **Contract Insurance Approval**

CONTRACTOR NAME: MAXIMUS Inc.

DO THEY TRAVEL. no


PERCENT OF THE TIME: no

NUMBER OF EMPLOYEES: multiple

DUTIES (SPECIFIC): consulting

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$ 2 M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability	<u>\$ 1 M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Professional Liability	<u>0</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Worker's Compensation	<u>\$ 1 M</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS:

  
SIGNATURE  
5-22-2001

SUBMIT TO RISK MANAGEMENT  
PONY EPS 163      FAX 363-4864

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

05/18/01

**PRODUCER**

Aon Risk Services Inc of Washington D C / Hunt  
1120 20th Street NW  
Washington DC 20036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**COMPANIES AFFORDING COVERAGE**

COMPANY A Federal Insurance Company

COMPANY B Royal Insurance Co of America

COMPANY C Royal Indemnity Co

COMPANY D

**INSURED**

MAXIMUS Inc and all subsidiaries  
11419 Sunset Hills Road  
Reston VA 20190 USA

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	35374297 Commercial Package	04/01/01	04/01/02	GENERAL AGGREGATE \$2 000 000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2 000 000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1 000 000
	<input type="checkbox"/> OWNER S & CONTRACTOR S PROT				EACH OCCURRENCE \$1 000 000
					FIRE DAMAGE (Any one fire) \$1 000 000
					MED EXP (Any one person) \$10 000
B	AUTOMOBILE LIABILITY	PTS461800 Bus ness Automob le	04/01/01	04/01/02	COMBINED SINGLE LIMIT \$1 000 000
	<input checked="" type="checkbox"/> ANY AUTO	PTS461801 Bus ness Auto - TX	04/01/01	04/01/02	BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per acc dent)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE
	HIRE D AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT
A	EXCESS LIABILITY	79770565 Umbrella Liability	04/01/01	04/01/02	AGGREGATE \$5 000 000
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$5 000 000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
C	WORKER S COMPENSATION AND EMPLOYERS LIABILITY	01RTC461802 Workers Compensat on	04/01/01	04/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFF CERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$1 000 000
					EL DISEASE-POLICY LIMIT \$1 000 000
					EL DISEASE-EA EMPLOYEE \$1 000 000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

The County of San Mateo its officers agents employees and servants are additional insureds under general liability The named insured s insurance is primary and any other insurance the county or its officers and employees may have is excess of any loss covered by the named insured s policy

**CERTIFICATE HOLDER**

San Mateo County  
Enviromental Services Agency  
455 County Center 4th Floor  
Redwood City CA 94063 USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

