

COUNTY OF SAN MATEO SHERIFF'S OFFICE

Interdepartmental Correspondence

Date:

July 31, 2001

Agenda Date:

August 7, 2001

TO:

Honorable Board of Supervisors

FROM:

Don Horsley, Sheriff

SUBJECT: Agreement with the Service League of San Mateo County for

Inmate Services

RECOMMENDATION: Adopt a Resolution authorizing the President of the Board to waive the Request for Proposals (RFP) process and to execute an Agreement between the County of San Mateo and the Service League of San Mateo County in the amount of \$400,730, funded through the Inmate Welfare Fund, for services to inmates in the County's detention facilities.

Background

For several years, the Service League has provided many important services to inmates in the County's jails. Such services include but are not limited to support of inmate families during the incarceration period; providing clothing and bus tickets for indigent inmates upon release from jail; mediation services and workshops; motivational counseling for inmates and their families; community transition services and referrals; childcare; and nondenominations chaplain services. Daily services assist inmates with crises and concerns. Facility Coordinators conduct weekly Orientation for new inmates regarding programs, assistance, and jail procedures, which helps assure understanding and compliance with facility expectations. During Fiscal Year 1999-00 a total of 94,105 inmate service requests were handled by Service League staff and volunteers. The broad array of social welfare services provided by the Service League staff and volunteers help reduce inmate anxiety levels and relieves stress and tension in the jails.

Discussion

In Fiscal 2000-01, the Inmate Welfare Fund Committee contracted for \$364,300 in inmate services, with the Service League of San Mateo County. The new proposed Agreement period is July 1, 2001, through June 30, 2002 for an amount not to exceed \$400,730. This amount is an increase of \$36,430, or 10% from last years contract. The increase is primarily to cover wage and salary increases for Service League personnel, whose salaries, like those of many non-profit agencies, remain lower than private or public sector wages.

Service League of San Mateo County/FY 2000-01 Agreement Page 2 of 2

This contract is funded under the Inmate Welfare Fund. The Services League's ability to provide optimum level of services to inmates at a reasonably modest cost is largely due to their dedicated staff and recruitment and utilization of volunteers and community professionals. The Service League works in close cooperation with other organizations and agencies in the County to expand the number of resources available. A large part of the costs for providing inmate services is subsidized by public donations and fund-raising carried out by the Service League. Therefore, we feel it is in the County's best interest to waive the requirement of request for proposals.

County Counsel

County Counsel has reviewed and approved this Resolution and Agreement as to form.

Fiscal Impact

The \$400,730 cost of the proposed Agreement is funded by the Inmate Welfare Fund for the 2001-02 Fiscal Year. Therefore, there is no impact upon the County's General Fund.

Resolution No.	Resolution No.	
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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

THE SERVICE LEAGUE OF SAN MATEO COUNTY FOR SERVICES TO INMATES

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

WHEREAS, the Service League of San Mateo County has been providing services to inmates in the County's correctional facilities for more than a decade; and

WHEREAS, the San Mateo County Sheriff's Office desires to waive the Request for Proposals process and enter into an Agreement with the Service League of San Mateo County who works in close cooperation with other organizations and agencies in the County to expand the number of resources and services available to inmates for Fiscal Year 2001--02; and

WHEREAS, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT: the Request for Proposals process is waived, and the President of this Board of Supervisors be, and he is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest his signature thereto.

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND SERVICE LEAGUE OF SAN MATEO COUNTY

This Agr	eement er	ntere	d this		_ of				2001,	by	and	ber	tween	the
COUNT	Y OF SAI	N M	TEO	a pol	litical si	ubdiv	visio	n of t	he State	e of	Califor.	nia,	herein	after
called "(COUNTY"	and	SERV	/ICE	LEAG	UE	OF	SAN	MATE	0 (COUNT	ľ¥,	herein	aftei
called "C	CONTRAC	TOR.	H	-				••	,		•	· .		

WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as inmate services within the County's detention facilities described in this agreement; and

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

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

1. <u>Services to be performed by Contractor</u>. In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the agreement by this reference as Exhibit A.

2. Payments.

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement shall not exceed \$400,730.
- B. Rate of Pavment. The rate and terms of payment shall be as specified in Exhibit A. Any rate increase is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Sheriff or his designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eight (180) days after the date Contractor renders the services, or more than ninery days after this Agreement rerminates, whichever is earlier.
- 3. <u>Relationship of the Parties</u>. It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The invent by both County and Contractor is to create an independent contractor.

relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of a Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

- 4. <u>Non-Assignability</u>. 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 automatically shall terminate this Agreement.
- 5. <u>Hold Harmless</u>. 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, 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 whomever belonging; (C) any other loss or cost, including but not limited to, 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 the 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.

6. <u>Insurance</u>. 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 of San Mateo. The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that Contractor's insurance is renewed for an additional term.

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.

A. Worker's 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. <u>Liability Insurance</u>. 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 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>

If this Agreement remains in effect more than one (1) year from the date of its original execution, 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.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I (and II).

7. '. '. '. '. '. '. '. '. '. '. '. 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.

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 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 its response to the Complaint when filed.

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.

- 8. <u>Records</u>. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.
 - Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.
- 9. Compliance with Applicable 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, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, 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.

10. Interpretation and Enforcement.

A. Any notice, request, demand or other communication required or permitted 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 Sheriff's Office Don Horsley, Sheriff 400 County Center 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:

Service League of San Mateo County Elizabeth Gheleta, Director 727 Middlefield Road Redwood City, CA 94063

- B. <u>for the law</u>. 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.
- 11. Merger Clause. This Agreement, including Exhibit A, Attachment I (and II) 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 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 modification shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
- 12. <u>Term and Termination</u>. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect July 1, 2001 to June 30, 2002. This Agreement may be terminated by Contractor, Sheriff or his designee at any time upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties here have affixed their hands.	to, by their duly authorized representatives
	COUNTY OF SAN MATEO A Political Sub-division of the State of California
	By: Michael D. Nevin, President Board of Supervisors, County of San Mateo
	Date:
ATTEST:	

SERVICE LEAGUE OF SAN MATEO COUNTY

Tax I.D. Number: 94-1661885

Date:

EXHIBIT A

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND SERVICE LEAGUE OF SAN MATEO COUNTY

- Services to be Provided by Contractor.
 - A. Contractor shall provide inmate services at the Maguire Correctional Facility (MCF), Men's Correctional Center (MCC), Medium Security Facility (MSF), and the Women's Correctional Center (WCC).
 - (1) Inmate Request Services include but are not limited to:
 - Contact with attorneys, families, probation officers, employers, and others.
 - Communicating pertinent information from family members to inmates, regarding emergency and crisis situations.
 - Liaison with District Attorney
 Support Division regarding child support issues.
 - Distribution of 1381 forms, Sheriff's Work Program requests,
 County parole applications, etc.
 - Informing medical and custody staff of individual situations.
 - Assist medical and mental health staff, as requested, for inmates who are highly stressed, suicidal, or physically ill.
 - Expending inmate enrollment and applications to CHOICES and educational programs.
 - Verification of court appearances and release dates.
 - Arranging for the release of property to family members.
 - Spanish language services for non-English speaking inmates.
 - (2) Inmate Program Services consists of recruitment, clearance, orientation, and supervision of volunteers who provide tutoring, counseling, and supportive group activities. Such services include but are not limited to:
 - AA and NA All facilities
 - Substance abuse counselors and intake personnel for After-Release Programs, including new Treatment Readiness Counseling at WCC.
 - Literacy (Project READ), provide volunteers willing to work in jail setting
 - ESL (English as a Second Language) MCF [6 East and 6 West]
 - G.E.D. Tutoring MCF
 - Motivational counseling
 - Mediation services and workshops
 - Ethnic-specific counseling and referral for Asian/Pacific Island population, Hispanics, and others.
 - Assistance with individual inmate request messages, etc.
 - Appropriate clothing such as suit, shirt, tie, and shoes for inmates who appear before juries and the court.

- (3) Inmate release services, which include assistance regarding release needs, re-entry counseling, letters of identification and emergency assistance, i.e., transportation, food, lodging, and referral to support services.
- (4) Various denominational chaplaincy services which shall include but not limited to being available to meet with inmates during times of personal crisis, providing religious services for inmates, conducting pre-marital interviews and marriage services, and coordinating visits/services from representatives of various organizations.
- (5) Childcare services at the Maguire Correctional Facility, covering the most needed times, which include Tuesday, Wednesday and Thursday evenings until 10 p.m. and Saturday and Sunday afternoons 12 p.m. to 4 p.m.
- (6) Bus tickets for indigent inmates upon release.
- (7) Purchase of Christmas trees, cards and postage for use by inmates. Contractor shall assume full responsibility for assuring safety via fireproofing.
- (8) Distribution of cards to inmates and mailing them. Inmates shall also be provided greeting cards and postage appropriate for other occasions. Cards to be purchased or obtained through donation and stamps to be purchased.

2. Amount and Method of Payment.

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SERVICES: 100 Per la	111/11	Kimalin
Inmate Requests	\$	122,
Inmate Program (Volunteers)	\$	28,
Jury Clothing	_	25,
Inmate Release	\$	106,
Various Denominational Chaplaincy	\$	49,
La Honda Conflict Management Training	\$	32,
Child Care at MCF	\$	20,
Services Total:	\$	385.
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Jail Christmas Trees, Ornaments, Supplies, & Fireproofing Christmas Cards/Related Postage for Inmates Postage (for Donated Birthday, Mother's Day, and Other Greeting Cards for Inmates) Supplies for WCC & MCF Programs	\$ \$ \$ \$	7, 4, 1,

^{*} Projected costs by category are estimates for service management purposes. Contractor will be held to Total for service cost, but not necessarily to individual category costs within that total.

- B. Contractor may transfer funds from one line item to another provided that approval is secured in advance from the Chair of the Inmate Welfare Committee, so long as the total \$400,730 contracted amount is not exceeded. Transfer between line items in excess of five percent of either item total cost, as outlined in Paragraph A shall be requested in writing to County and the approval shall not be effective until Contractor receives authorization in writing. This Agreement shall be funded entirely through the Inmate Welfare Fund.
- C. Contractor shall assume full responsibility for payment to sub-contractors. Contractor shall assume full responsibility for filing of any payroll or earnings reports to both state and federal agencies.
- D. Contractor shall submit a monthly invoice totaling 1/12 or \$32,080.83 of the Services Total, as outlined in Paragraph A, in compliance with the policies and procedures established by the Inmate Welfare Committee and Controller. Contractor will also include in invoice total for supplies provided that month, which shall be invoiced to County at Contractor's actual retail costs. In any event, the total amount for services and supplies of Contractor shall not exceed \$400,730 and County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- E. Contractor shall submit final bill within 90 days from expiration of contract to the Maguire Correctional Facility's Administrative Lieutenant or his/her designee.

Fax Cover Sheet



Ginger L. Balkus, Management Analyst San Mateo County Sheriffs Office 400 County Center Redwood City, CA 94063 Phone (650) 363-7819 Fax (650) 599-1023

Send to: Priscilla Morse Risk Manager		Date: 7/2	5/2001			
Fax: 363-4610		Total pages, including cover: 2				
Phone:		RE: Cont	ractor's Insura	mce Require	ments	
☐ Urgent ☐ Reply ASAP ☑ Ple	ase comm	ent 🚨 Pl	ease review	☐ For your	information	
Contractor's Name: SERVICE LEAG	GUE OF SA	N MATEO	COUNTY			
Do they travel: Yes No	If yes, wh	at percent oj	f time:			
Number of Employees:			•			
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Duties: Provide various inmate ser	AICES MITTE	n me jaus.				
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Motor Vehicle Liability	& Im		V			
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Worker's Compensation						
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	MATEO COUNTY		INSURER B:						
	727 MIDDLEFI	ĖLD ROAD	INSURER C:			 .			
	REDWOOD CITY		INSURER D:						
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RTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPRATION
SAN MATEO COUNTY INMATE WELFARE	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAL. 30 DAYS
FUND, ITS OFFICERS, AGENTS,	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
AND EMPLOYEES.	MPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR
400 COUNTY CENTER	REPRESENTATIVES.
REDWOOD CITY, CA. 94063	AUTHORIZED REPRESENTATIVE

ATTN: GINGER

AUTHORIZED REPRESENTATIVE

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

	I Vendor Identification			
	Name of Contractor:	Service Leag	ue of San Mateo County	<u>/-</u>
	Contact Person:	Elizabeth Gh	eleta	·
	Address:	727 Middlefie	eld Road	·
	•	Redwood Cit	y, CA 94063	
	Phone Number:	(650) 364-4664	Fax Number	·
	Il Employees		·	
	Does the Contractor have	any employees?	Yes No	
	Does the Contractor provi	ide benefits to spouse	s of employees?	_ Yes _X No
	* If the answ	ver to one or both of the ab	ove is No, please skip to Secti	on IV.*
-	III Equal Benefits Compl	•	· · · · · · · · · · · · · · · · · · ·	· ·
	•		equal benefits, as defined byees with domestic partn	•
	Yes, the Contracto employees in lieu of	-	a cash equivalent payme	nt to eligible
	■ No, the Contractor	does not comply.		
	☐ The Contractor is und expires on		aining agreement which b	pegan on (date)
	IV Declaration			· · · · · · · · · · · · · · · · · · ·
	I declare under penalty of true and correct, and that			
	Executed this 12th day of	ot July, 20 <u>01</u> at <u>K</u>	Edwood City	, <u>CA</u> .
	Gladul K.C	Zhelete	(City) / ELIZABETH	(State) K. GHELETA
	Signature .	/	Name (Pleas	se Print)
	<u>EXECUTIVE D</u> Title	PIRECTOR	94-/60 Contractor Tax Identification of	o/880 r Social Sec No
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