



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

THE CITY OF SOUTH SAN FRANCISCO

For the Period of

FEBRUARY 1, 2002 THROUGH JUNE 30, 2002

**Agency Contact Person:
Stuart Oppenheim,
Director, Northern Region
Human Services Agency
650.301.8710**

**AGREEMENT BETWEEN COUNTY OF SAN MATEO ,
THE CITY OF SOUTH SAN FRANCISCO**

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County," the CITY OF SOUTH SAN FRANCISCO, a municipal corporation of the State of California, hereinafter called "City", all of which entities are referred to as the "Parties".

WITNESSETH:

WHEREAS, it is necessary and desirable that the Parties enter into an agreement to develop a Community Learning Center Extension in the Westborough neighborhood and the Human Services Agency will provide start-up funds for the new Community Center.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Exhibits**

Exhibit A: Scope of Work

Exhibit B: Payment Schedule

Exhibit C: Compliance with Section 504

Exhibit D: Equal Benefits Ordinance Compliance Form

2. **Purpose**

The Parties are entering into this Agreement for the sole purpose of developing a Community Learning Center Extension in the Westborough neighborhood. The Center will provide educational needs of South San Francisco's multicultural community.

3. **Term**

This agreement shall be binding on the Parties upon execution of this Agreement by the Parties. This agreement shall be effective February 1, 2002 and shall continue in effect through June 30, 2002.

4. **Termination**

Any party may withdraw from this Agreement by giving the other party sixty (60) days written notice. The rights and obligations of the terminating party terminate sixty (60) days after notice is given.

5. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973**

- (1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled 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.
- (2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits; aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment** Contractor shall ensure 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 nondiscrimination policies shall be made available to County upon request.

D. **Equal Benefits Compliance** With respect to the provision of employee benefits, Contractor will 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.

6. **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

- 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.

7. **Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

8. **Assignments and Subcontracts**

- A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee 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.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

9. **Insurance**

- A. The Parties shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Parties shall use diligence to obtain such issuance and to obtain such approval. The District and the City shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the District's coverage to include the contractual liability assumed by the District 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 Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **(Worker's Compensation and Employer's Liability Insurance)**

The City shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the City 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 requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance**

The City shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them 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 City's operations under this Agreement, whether such operations be by themselves 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. A program of self-insurance in lieu of insurance and proof of such a program is also acceptable in fulfilling the requirements of this paragraph.

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

After one (1) year 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 Parties. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Hold Harmless**

- A. Each party hereto ("indemnitor") hereby agrees to defend, indemnify, and save harmless the other parties and their respective governing boards, councils, officers, boards, commission, agents and employees (collectively, "Indemnitees") against and from any and all claims, suits, actions of every name, kind, and description, which may be brought against indemnities, or any of them, by reason of any injury or death of, any person (including corporations, partnerships, and association) or damage suffered or sustained by any such person solely arising from any act or omission to act, negligent or otherwise, of indemnitees, their officers, agents, or employees under this Agreement.
- B. In the event of concurrent negligence of any of the Parties, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of term and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

11. **Records**

- A. The Parties agree to keep adequate records to satisfy the respective requirements of each of the Parties. Human Services Agency staffs will participate in the program evaluation.
- B. The right of privacy shall be guaranteed to the students and their families in accordance with the Family Rights and Privacy act, State or Federal law, federal grant guidelines and the party's respective procedures regarding confidentiality.

12. **Compliance with Applicable Laws**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. **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:
Stuart Oppenheim, Director, Northern Region
Human Services Agency
350 90th Street
Daly City, CA 94015
650. 301.8710
- 2) In the case of City of South San Francisco, to:
Heather Quinn, Director, Community Outreach
City Hall
400 Grand Ave
South San Francisco, CA 94080

And

Sylvia Payne, City Clerk
400 Grand Ave
South San Francisco, CA 94080

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST: _____
Clerk of Said Board

Date: _____

ATTEST: _____
City Clerk

Date: _____

CITY OF South San Francisco, a Municipal Corporation
of the State of California

By: MAW _____

Date: 2.2.02 Tax ID# _____

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

Exhibit A

**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
THE CITY OF SOUTH SAN FRANCISCO FOR START-UP
COSTS FOR COMMUNITY LEARNING CENTER EXTENSION**

February 1, 2001 through June 30, 2002

SCOPE OF WORK

The City of South San Francisco will use funds from the County of San Mateo Human Services Agency to finance start-up costs for the Community Learning Center Extension, as follows:

Child Care Start-Up Costs	\$30,000
CLC Educational Enrichment Computer Equipment	\$50,000
CLC Educational Enrichment Telecommunications Wiring	\$20,000
CLC Educational Enrichment Furniture	\$15,000
CLC Educational Enrichment Materials	<u>\$15,000</u>
Total	\$130,000

Exhibit B

**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
THE CITY OF SOUTH SAN FRANCISCO FOR START-UP
COSTS FOR COMMUNITY LEARNING CENTER EXTENSION**

FEBRUARY 1, 2002 THROUGH JUNE 30, 2002

PAYMENT SCHEDULE

I. PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3.A of agreement herein, County shall pay Contractor one payment of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000) for services described in Exhibit A of this Agreement. Payment shall be made upon receipt of Contractor's invoice on or after March 2002.

ATTACHMENT I

(Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, 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), it's 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.

Jim Kirkman, chief Building Inspector
Name of 504 Person

City of South San Francisco
Name of Contractor(s)

400 Grand Ave
Street Address

South San Francisco, CA 94080
City, State, Zip

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

3/4/02
Date

Heather Quinn
Signature and Title of Authorized Official

*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 it existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:

City of South San Francisco

Contact Person:

Heather Quinn

Address:

400 Grand Ave.

South San Fran, CA 94080

Phone Number:

650-829-6603

Fax Number:

650-829-6609

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on 7/1/00 (date) and expires on 6/30/03 (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 31st day of January, 2002 at South San Francisco, CA (City)

Heather Quinn Signature

Heather Quinn Name (Please Print)

City of South San Fran Director of Community Outreach Title

94-6000435 Contractor Tax Identification Number

County of San Mateo
Departmental Correspondence

3 pages

DATE: 2-8-02
TO: Priscilla Morse, Risk Manager
Ext.- 4610, Fax -4864, Pony #EPS163
FROM: Nalini Nath, Contract Unit
Ext: 5184; Fax: 596-3478; Pony: HSA210
SUBJECT: Contract Insurance Approval
CONTRACTOR: City of South San Francisco

Does Contractor Travel and what percent? No

DUTIES: HSA will give funds to contractor as start up costs for the development of a Community Learning Center Extension.

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability _x Additional Insured	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Dishonesty	\$450,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Thanks.

SIGNATURE: Priscilla Morse
Risk Management

2-11-02
Date

CERTIFICATE OF INSURANCE

JULY 17, 2001

BROKER: GALLAGHER HEFFERNAN INSURANCE
 P. O. BOX 7443
 SAN FRANCISCO, CA 94120-7443
 415/546-9300

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, UNLESS STIPULATED UNDER "DESCRIPTION":

PROVIDER: ABAG PLAN CORPORATION
 P. O. BOX 2050
 OAKLAND, CA 94604-2050
 510/464-7969

COMPANIES AFFORDING COVERAGE:

- COMPANY
 A ABAG PLAN Corporation
 COMPANY
 B Travelers Insurance
 COMPANY
 C
 COMPANY
 D

INSURED: CITY OF SAN FRANCISCO
 P.O. BOX 711
 SOUTH SAN FRANCISCO, CA 94083

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT	
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 01-02	7/01/02	6/30/2002		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY	
	<input checked="" type="checkbox"/> PRODUCT/COMPLETED OPERATIONS					
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED	\$7,000,000
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
A	AUTOMOBILE LIABILITY	ABAG PLAN 01/02	7/01/01	6/30/2002		
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY PER PERSON	
	<input checked="" type="checkbox"/> ALL OWNED AUTO (PRIVATE PASSENGER)				BODILY INJURY PER ACCIDENT	
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> NON- OWNED AUTOS					
	<input checked="" type="checkbox"/> ALL OWNED AUTO (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$7,000,000
	<input type="checkbox"/> GARAGE LIABILITY					
B	PROPERTY INSURANCE					
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK	PEPIP 2001/02	7/01/01	6/30/02	PROPERTY BOILER & MACH	(per schedule) \$50,000,000
	<input checked="" type="checkbox"/> BOILER & MACHINERY					

DESCRIPTION: General liability insurance includes Public Officials' Errors and Omissions. This Certificate is issued as Proof of Insurance with regard to confirming that the City of South San Francisco is a member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER

SAN MATEO COUNTY HEALTH SERVICES AGCY.
 225 37TH AVENUE
 SAN MATEO, CA 94403
 Attention: Business Administration

CANCELLATION

Marcus Beverly
 MARCUS BEVERLY, Risk Manager
 ABAG PLAN CORPORATION

ASSOCIATION OF BAY AREA GOVERNMENTS

ABAG PLAN Corporation

P.O. Box 2050

Oakland, California 94604-2050

(510) 464-7969

THIS ENDORSEMENT CHANGES THE CONTRACT.

ADDITIONAL COVERED ENTITY

PLEASE READ IT CAREFULLY!

Endorsement Effective: JULY 17, 2001 THRU JUNE 30, 2002

Providee: CITY OF SOUTH SAN FRANCISCO

**Additional Covered Entity: SAN MATEO COUNTY HEALTH SERVICES
225 37TH AVENUE**

Address: SAN MATEO, CA 94403

Description of Operation: It is hereby understood and agreed that the City of So. San Francisco is hereby named as Additional Insured to the City's General Liability Policy with respect to the contract between the County of San Mateo Health Services Agency & the city of SSF to provide services under the Partnership for the Public's Health grant project that is administered by the Library.

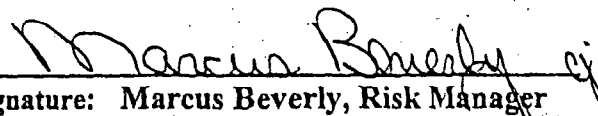
COVERAGE

LIABILITY:

- * Bodily Injury and Property Damage
- * Public Officials Errors and Omissions
- * Automobile Liability

LIMIT OF LIABILITY: \$7,000,000

The contract is amended to include coverage for the additional covered entity with respect to liability for activities of the Providee or for activities performed by the covered entity for such Providee or on its behalf, but only to the extent of liability of Providee.


Authorized Signature: Marcus Beverly, Risk Manager

DATE: July 17, 2001



OFFICE OF THE
CITY ATTORNEY
(650) 877-8515
FAX (650) 829-6642

August 3, 2001

To Whom It May Concern:

The City of South San Francisco is self-insured for Worker's Compensation by permission of the State of California as authorized by Certificate Number 4-0281-21-114.

Steven T. Mattas /g#
Steven T. Mattas,
City Attorney

STM/vgh

CITY HALL, 400 GRAND AVENUE, P.O. BOX 711, SOUTH SAN FRANCISCO, CA 94083