

**AGREEMENT  
BETWEEN COUNTY OF SAN MATEO  
AND SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**

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This Agreement entered this \_\_\_\_\_ of \_\_\_\_\_ 2003, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California, hereinafter called "COUNTY" and **SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**, hereinafter called "CONTRACTOR."

**WITNESSETH:**

***WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as prevocational and remedial education programs 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. Services to be performed by Contractor. 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. Maximum Amount. 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 \$158,060.00.**
  - B. Rate of Payment. 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. Time Limit for Submitting Invoices. 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 eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
  
3. Relationship of the Parties. 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 intent 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 an 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. Non-Assignability. 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. Hold Harmless.
  - A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
  - B. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
  - C. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, 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 terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
  
6. 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 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, any, 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. 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 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	\$ 1,000,000
(2) Motor Vehicle Liability Insurance	\$ 1,000,000
(3) Professional Liability	\$ 1,000,000

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. Non-Discrimination: 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. Records. 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:  
S. Lee Chic, Education Services Manager  
San Mateo County Superintendent of Schools  
Inmate Education Program  
101 Twin Dolphin Drive  
Redwood Shores, CA 94065

B. 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.

11. Merger Clause. This Agreement, including Exhibit A 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. Termination. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect **July 1, 2003 to June 30, 2004**. 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 hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_

Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**SAN MATEO COUNTY SUPERINTENDENT OF  
SCHOOLS**

By: *Jessica Schachue*

Date: 7-15-03

**EXHIBIT A**  
**AGREEMENT BETWEEN COUNTY OF SAN MATEO**  
**AND SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**

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- I. **Services to be Provided by Contractor.** Contractor agrees to provide educational services at Maguire Correctional Facility [MCF], Women's Correctional Center [WCC] and Women's Honor Camp [WHC]. Services provided to inmates include:
- A. Intake and assessment for a minimum of 315 inmates selected by Contractor. Each participant will be screened through pre-testing programs for their basic skills and level performance.
  - B. Instruction in basic skills improvement and GED preparation [i.e. English, math, social studies, literature/arts, science, and reading] to a minimum of 230 inmates.
  - C. Conduct GED testing within the facilities on a weekly / bi-monthly basis.
  - D. Administer a minimum of 425 GED tests. A minimum of 85 inmates will take the test for the first time and a minimum of 60 inmates shall attain a GED.
  - E. Counselors will work with graduates and inmates already obtaining a H.S. diploma on interest testing, job search skills, interview techniques, and resume writing.
  - F. Invite and facilitate representatives from job training programs and community colleges [i.e. OICW, ROP, Canada College, College of San Mateo] to come to the facilities and explain the opportunities and scholarships available to the inmates upon their release.
  - G. Inmate-peer tutoring in GED preparation, employment skills, and resume writing workshop.

II. **Amount and Method of Payment:**

- A. Schedule of Charges:

Services and Supplies	\$13,029
Salaries and Benefits Total	\$145,031
<b>Total Contract Amount</b>	<b>\$158,060.00</b>

- B. Funds may not be transferred between "Salaries and Benefits Total" and "Services and Supplies Total."
- C. All monies used to pay Contractor for services provided in this Agreement shall be taken from the Inmate Welfare Fund.
- D. Contractor shall submit **quarterly invoices in the amount of \$36,257.75**, which represent ¼ of this Agreement's "Salaries and Benefits Total," in compliance with the policies and procedures established by the Inmate Welfare Committee and County Controller. Included with the quarterly invoices will be a statement of services and supplies that were provided by Contractor. In any event, the total payment for services of Contractor **shall not exceed \$158,060.00**.
- E. County will verify the amount of the invoices and pay Contractor accordingly. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- F. Contractor shall submit a final invoice within 90 days from the expiration of this Agreement to the MCF Administrative Lieutenant or his/her designee.