AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DULIN ADVERTISING, INC

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Dulin

Advertising, Inc., hereinafter called "Contractor";

<u>WITNESSETH</u>:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of recruitment advertising services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Rates (as outlined in RFP submittal) Attachment I—§504 Compliance

2. <u>Services to be performed by Contractor</u>

Upon the request of the COUNTY, on an as-needed basis, CONTRACTOR will provide comprehensive advertising services for Employee and Public Services. Contractor will be responsible for the following:

A. Working with Analysts on recruitment advertising projects

- i) Suggesting and implementing creative methods for attracting diverse groups of qualified candidates
- ii) Providing same day confirmation of ads
- iii) Composing, editing and placing advertisements in a variety of publications and on the internet
- iv) Providing drafts of ads and costs for ads no later than 48 hours after request unless otherwise stated
- v) Distributing recruitment information to appropriate associations and

individuals on mailing list

vi) Providing a monthly log of advertisings placed

B. Providing effective evaluation services

- i) Meeting with Analysts on a regular basis to discuss current or future projects
- ii) Reviewing services and expectations to enhance end results
- iii) Acting as a resource to ensure that jobs are done correctly and to specifications
- iv) Meeting at least quarterly with Analysts to discuss success of ad placements and provide feedback and options on new ways to advertise

CONTRACTOR guarantees satisfactory performance of the services ordered by the COUNTY.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Four Hundred Fifty Thousand, \$450,000.00 for three years, plus \$150,000 for its fourth year, plus \$150,000 if the County exercises its fifth year option. Contractor will prepare a monthly bill broken down by Analyst with a detailed account for each service provided.

4. <u>Term and Termination</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2005 through September 30, 2008, with the right of the County, in its sole discretion, to extend the contract to September 30, 2009 or September 30, 2010.

This Agreement may be terminated by Contractor, the Employee and Public Services Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by 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. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. <u>Availability of Funds</u>

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. <u>Relationship of Parties</u>

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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, or 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 whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) <u>Worker's Compensation and Employer's Liability Insurance</u> The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is 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 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself 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:

(a)	Comprehensive General Liability	\$1,000,000
(b)	Motor Vehicle Liability Insurance	\$1,000,000
(c)	Professional Liability	\$1,000,000

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. Compliance with laws: payment of Permits/Licenses

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with

Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. Section 504 applies only to Contractor who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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.
- B. *General non-discrimination*. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. 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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance. 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all 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.

13. Merger Clause

This Agreement, including the Exhibits 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 this 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.

14. 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.

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15. Notices

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

In the case of County, to:

Mary Welch Employee and Public Services Director County of San Mateo 455 County Center, 5th Floor Redwood City, CA 94063

In the case of Contractor, to:

Patrick Jacobs, Vice President Dulin Advertising, Inc. 460 Seaport Court, Suite 102 Redwood City, CA 94063 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

8

COUNTY OF SAN MATEO

By:_____ President, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____ Clerk of Said Board

Dulin Advertising, Inc.

Contractor's Signature

Date

Long Form Agreement/Non Business Associate v 6/24/04



Exhibit A

460 Seaport Court, Suite 102 Redwood City, CA 94063 ☎ 650 · 367 · 1474 Fax 650 · 367 · 1478

Section II: VENDOR QUESTIONAIRE:

Name of Agency:	Dulin Advertising, Inc.					
Address:	460 Seaport Court, Suite 102					
	Redwood City, CA 94063 Patrick Jacobs, Vice President 650-367-1474 650-367-1478 patrick@dulin.com www.dulin.com 8:30 a.m. – 5:00 p.m.					

1. Ads are placed with local newspapers such as the San Francisco Chronicle or San Jose Mercury. What is your charge to place a commissionable ad?

Dulin Advertising receives 15% from commissionable newspapers and does not charge additional fees to client. Because we work with so many Public agencies and realize budgets are very tight, we will discount all ads for the County by dipping into our commission by 5%. Over the course of the fiscal year, this 5% discount will save the County thousands of dollars.

2. What is your charge to place a non-commisionable ad?

10% of net price of ad

What is your charge for the display ad attached as Addendum No. "3

n-column rate:

San Francisco Chronicle 1x2.5 = \$1067.80San Jose Mercury News 1x2.5 = \$860.74Oakland Trib + San Mateo 1x2.5 = \$822.56San Mateo Times only 1x2.5 = \$287.13Contra Costa Times 1x2.5 = \$850.25

Please note: The San Jose Mercury News owns the Contra Costa Times, so we would actually do this as a combo buy to save money.



460 Seaport Louis, June 10

Redwood City, CA 94063

In addition, Dulin Advertising has negotiated with the local Bay Area Newspapers to publish each Sunday special "PUBLIC SECTOR CAERERS" bannered sections. This required extensive negotiation on our part with these publications, but the result was that each week until the end of 2005, we can place 2 x 4 display ads in the following publications at heavily discounted prices. This gives our public sector clients excellent access to these publications at a much lower price than normal in a special bannered section:

Alexandre and Alexandre and

Display ad rate (see attached sample):

San Francisco Chronicle 2x4 display = *\$874 (includes 30 days on web) Oakland Tribune + San Mateo Times 2x4 display = \$615 Sacramento Bee = \$895 (includes 30 days on web) * government rate offered during specials

We are in negotiations with The San Jose Mercury News and Contra Costa Times as we speak to match these offers and by the time this bid Is awarded, the new prices will be in place.

- 4. What is your deadline for us submitting information to you for a Sunday ad in the Mercury or Chronicle? (NOTE: This deadline must include a final review by us.)
 - Display ad space reservation: Friday, 12noon
 - Display ad artwork submittal: Friday, 4pm
 - Line ads: Friday, 3pm
- 5. What are your charges for advertising on the internet?- Net cost of the posting plus \$25 posting fee
- a) List any online jobs sites with whom you are affiliated (e.g. bajobs,com, craigslist.com, etc)
 - Craigslist.org
 - HotJobs.com
 - Monter.com
 - BAjobs.com
 - CareerBuilder.com
 - HelloCareers.com
 - CareersInGovernment.com
 - GovtJobs.com
- b) Are you able to access their server and update/modify existing jobs postings when necessary?
 Yes

460 Seaport Court, Suite 102 Redwood City, CA 94063 ☎ 650 • 367 • 1474 Fax 650 • 367 • 1478

6. How would you support our account?

As a leader in the industry for 24 years, Dulin Advertising Inc.'s competent staff has the technical knowledge and expertise to carry out the best possible recruitment advertising campaign. With over 120 Public Agency clients, we are on the cutting edge of innovative and creative advertising, providing our budget minded public sector clients with cost effective and attractive recruitment advertising. We also feel we have the public sector knowledge and experience to best support the personnel analysts and technicians/departments to make sure we are directing the advertising in the most targeted, cost-efficient media venues.

Dulin Advertising aims to become a full service recruitment advertising agency for County of San Mateo. Our experienced staff realizes that each recruitment is unique. That's why we work with you on a recruitment case-by-case basis to determine your needs and develop a strategy guaranteed to attract the largest amount of potential candidates with the qualifications you are seeking. Dulin will use its extensive network of consultants at major newspapers, magazines, websites, specialty publications, and professional trade associations to tailor an advertising plan specific to each recruitment.

On a day-to-day basis, this is how we like to work with our Public Agency/County clients. An analyst contacts us letting us know they either have a position already opened or one that will be opening and that they need to get it advertised right away or for a future date. Acting proactively, and accessing our huge database, within 6 hours of the initial request, we will have an excel spreadsheet (see attached example) of where we recommend the department advertises, which includes deadline dates, publish dates, type of advertisement, any repeat discounts, etc. The analysts can then review these easy to use list of options with the department and let us know how they'd like to proceed. Integrity is VERY important to us and in many cases, based our experience with other clients, if we feel they are choosing a source that is not on our list that they'd like to do, we will of course carry it out, BUT, we will advise them the reasons they might want to reconsider. We are not afraid of losing an ad if it means we saved the county dollars and advertising in a source that we know from past experience will probably not yield good results.

We also work on very quick turnarounds for ad designs since we know, most of the time, department managers as well as other staff would like to have time to review the ad before it is placed. We normally turnaround ads in 2-4 hours of receiving the go-ahead for approval or any changes.



460 Seaport Court, Suite 102 Redwood City, CA 94063 ☎ 650 · 367 · 1474 Fax 650 · 367 · 1478

Because we believe we are the best in the industry, Dulin Advertising is prepared to offer its services at 5% discounted rates off of our commission. We also will not charge the county anything extra to work with us. In addition, in many cases, we actually will negotiate much lower rates because of the volume we are doing for Public Sector Agencies. There is power in numbers and we will use that enormous leverage to save you money.

7. List other related services you provide and the cost of each.

We will provide the County with these additional services free-of-charge:

- Media Research
- Media Buying
- Creative Design & Copywriting
- Production of Display Ads
- Research recommendations/spreadsheets on where to advertise
- Demographic information/Salary comparisons
- Consultation meetings with County Staff
- Weekly update emails on upcoming specials
- Recommendations for Diversity Advertising with each spreadsheet
- Providing recommendations on additional sources for advertising
- Providing photographer to photograph County Employees for campaigns
- 8. List three public sector references; include a contact person and phone number.

Reference A:

- Michele May, Human Resources, County of Fresno (559) 488-3364

Reference B:

- Julie Paholke, Human Resources, Washoe County, NV (775) 328-2085

Reference C:

- Janice Koch, Human Resources, Solano County (707) 784-3553

9. Often times we'll require research/sourcing to identify potential advertising options. Do you provide such services? If yes, is there an additional cost? If so, what is your charge for such research and sourcing services?

Dulin Advertising does not charge additional fees for research/sourcing.



460 Seaport Court, Suite 102 Redwood City, CA 94063 ☎ 650 · 367 · 1474 Fax 650 · 367 · 1478

B. Prepare an advertising plan for a Mental Health Director position. A copy the job description is attached as Addendum No. "4."

* Please see Attachment (excel spreadsheet)

10. We require mailing lists for professional organizations as part of our recruitment strategies. Describe your services in this arena.

Sending direct mail pieces to members of professional organizations and subscribers of trade publications is a great way to target a particular audience. The staff at Dulin deals with hundreds of such publications and organizations, giving us access to numerous local and national databases. We will work with you, and within your budget, to develop a strategy and customized mailing list according to categories such as region, industry, and job title. Our talented graphic artist will create an attractive mailing piece that will catch the attention of hundreds of qualified candidates.

11. Describe what assistance you can give us regarding notification of upcoming conferences/conventions related to a particular recruitment.

The educated staff here at Dulin has affiliated themselves with many specialized organizations and receive over 75 trade publications monthly to keep us abreast on up to date information. We have the knowledge and contacts so you can reach a targeted candidate pull. Many of our current clients reap the benefits of booths at local trade shows and career fairs such as Nurseweek, San Jose Mercury News Career Fairs, SF Chronicle Career Fairs, American Society of Radiologic Technologists, etc... You can be sure thst this information will be constantly updated and sent to the staff. We will also assist you at no additional charge with sign-up, booth set-up, etc... Our goal is to have the analysts spend their time supporting their customers and let us handle these details.

San Mateo Medical Center is a fully accredited 226 bed acute and long-term care hospital whose commitment lies in supporting the health-care needs of the County's diverse cultures, with an emphasis on education and prevention. The primary hospital and outlying clinics serve 200,000 visits to the residents of San Mateo County per year.

RESPIRATORY THERAPIST II \$4,186 - \$5,811/month

We are currently seeking a Respiratory Therapist to perform respiratory care and diagnostic and therapeutic procedures, establish therapeutic objectives, and independently perform the full range of chronic and acute care assessments/procedures. Requirements: RT-II; RCP license and either a CRT or Registry-Eligible RRT. Graduation from an accredited program in Respiratory Care is required in CA.

Apply online at:

www.co.sanmateo.ca.us

or call: (650) 363-4343 for an application packet. A supplemental application form must be submitted in addition to our regular employment application form.





RESPIRATORY THERAPIST II \$4,186 - \$5,811/month

The San Mateo Medical Center is seeking a Respiratory Therapist to perform respiratory care and diagnostic and therapeutic procedures, establish therapeutic objectives, and independently perform the full range of chronic and acute care assessments/procedures. Requirements: RT-II; RCP license and either a CRT or Registry-Eligible RRT. Graduation from an accredited program in Respiratory Care is required in CA.

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or call: (650) 363-4343 for an application packe A supplemental application form must be submitted in addition to our regular employment application form.

A supplemental application form must be submitted in

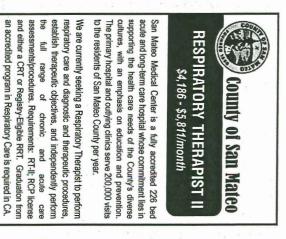
or call: (650) 363-4343 for an application packet.

www.co.sanmateo.ca.us

Apply online at:

addition to our regular employment application form.

Open until filled. Equal Opportunity Employer



io#sample-sfc-2x4	Hh	c-2x4
client	••	county of san mateo
publication		publication : san francisco chronicle
size	••	2 cols (2.25") x 4"
run dates		
artist		лау
file		(hdg5) projects 2005/ county of san mateo

SCPHA.org	Southern California Public Health 30 Day Web Posting		Health Association	Published by the American Public	The Nation's Health small display ad	Association (APHA.org)	Published by the American Public Health	American Journal of Public Health small display ad		NACBHD.org	Behavioral Health Directors	National Association of County 30 Day Web Posting	Nofthern Calliornia	California Public Health Association- 30 Day Web Posting		ASTHO.org		Association of State & Territorial 30 Day Web Posting		SOURCE	Recommendations for Mental Health Director	
·	Continuous				May 10th, 2005			May 10th, 2005				Continuous		ASAP				ASAP		DEADLINE	th Director	
	ASAP		•		June, 2005			June, 2005				ASAP		Right Away				ASAP		PUBLISHIDATE		
	\$25.00				\$895.00			\$830.00				\$95.00		\$25.00			4	\$95 00		1000		

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor:	Dulin Advertising, Inc. Mr. Patrick Jacobs	
Address:	460 Seaport Ct, Ste 102 Redwood City, CA 94063	
Phone Number: Fax Number:	(650) 367-1474 (650) 367-1478	

II. Employees

Does the Contractor have any employees? 🙀 Yes 🗌 No	
Does the Contractor provide benefits to spouses of employees? I 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_____
 - (date) and expires on _____

(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.

Signature

Patrick Jacobs Name (Please Print)

<u>VP-BUSINESS</u> DEVELOPMENT Title

<u>9/02/2005</u> Date

		ICATE OF LIABIL	TY INSU	IRANCE	SBP UOBB (<i>рате</i>)6-03-2005					
	UCLR OITS INSURANCE SE 461 P:(866)467-8 . O. BOX 33015	RVICE/PHS 730 F:(877)905-0457	ONLY AND HOLDER. T	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.							
SA	N ANTONIO TX 7826	5		INSURERS .	AFFORDING COVERAG	E					
INSU	RED		INSURER A: Ha	rtford Ca	sualty Ins Co	>					
3.	THE ADVEDUTCTNC T	NG	INSURER B:								
	LIN ADVERTISING I 0 SEAPORT CT #102		INSURER C:								
	DWOOD CITY CA 940		INSURER D:								
	VERAGES	05	INSURER E:								
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 PERIAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTB	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT						
A	GENERAL LIABILITY	57 SBA LN4221	03/01/05	03/01/06	EACH OCCURRENCE FIRE DAMAGE (Any one fire)	\$1,000,000 \$300,000					
	CLAIMS MADE X OCCUR X Business Liab				MED EXP (Any one person)	\$10,000 \$1,000,000					
	A BUSTHESS HIAD				PERSONAL & ADV INJURY GENERAL AGGREGATE	\$2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000					
A	POLICY PRO. X LOC	57 SBA LN4221	02/01/05	03/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000					
A	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS	57 SDA LN4221	03/01/03	03/01/08	BODILY INJURY (Per person)	\$					
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$					
					PROPERTY DAMAGE (Per accident)	\$					
1	ARAGE LIABILITY		,		AUTO ONLY - EA ACCIDENT	\$					
	ANY AUTO			·	OTHER THAN EA ACC	\$					
-					AUTO ONLY: AGG	\$					
	EXCESS LIABILITY				EACH OCCURRENCE	\$					
					AGGREGATE	\$					
	DEDUCTIBLE					\$					
	RETENTION \$		1			\$					
	WORKERS COMPENSATION AND				WC STATU- TORY LIMITS ER						
	EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$					
					E.L. DISEASE - EA EMPLOYEE	\$					
-	OTHER				E.L. DISEASE - POLICY LIMIT	\$					
Tł	ose usual to the	Insured's Operation		ION							
[SHOULD ANY	OF THE ABOVE DES	CRIBED POLICIES BE CAN						
	SAN MATEO COUNTY 455 County Center CA 94063		30 DAYS WRIT HOLDER NAME	TEN NOTICE (10 D D TO THE LEFT, BU R LIABILITY OF AN	ISSUING INSURER WILL E AYS FOR NON-PAYMENT) JT FAILURE TO DO SO SH/ Y KIND UPON THE INSURE	TO THE CERTIFICATE ALL IMPOSE NO					

AUTHORIZED REPRESENTATIVE

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THIS CERTIFICATE IS ISSUED	AS A MATTER O		e of Insurance FERS NO RIGHTS UPON YOU THE	CERTIFICATE HOLDER. THIS CERTIFICATE IS
NOT AN INSURANCE POLICY			COVERAGE AFFORDED BY THE	
This is to Certify that DULIN ADVERTISI	NGINC			
460 SEAPORT COU		2	Name and	a .
			address of Insured	T I - I
REDWOOD CITY C	A 94063-2	2729	Insured	1 Liberty
				Liberty Mutual
		ny under the policy(ies) listed below. The tract or other document with respect to who		is subject to all their terms, exclusions and conditions and is
TYPE OF POLICY		POLICY NUMBER		MIT OF LIABILITY
	X POUCY TERM		Coverage Afforded Under WC Law of the Following States:	EMPLOYERS LIABILITY
	7/1/05 to	WC1-56R-038308-015	CA	Bodily Injury By Accident Each
WORKERS	7/1/06	WG1-50H-050508-015		\$ 1,000,000 Accident
COMPENSATION				Bodily Injury By Disease Policy
				\$ 1,000,000 Limit .
				Bodily Injury By Disease Each \$ 1,000,000 Person
GENERAL LIABILITY	N/A		General Aggregate Limit	
CLAIMS MADE			Products/Completed Operations Lin	nit
RETRO DATE			\$ Bodily Injury and Property Damage	Liability Per
Herrio Brite			\$	Occurrence
X OCCURRENCE			Personal and Advertising Injury	Per Person/Organization
			Other:	Other:
AUTOMOBILE LIABILITY	N/A			Each Acc- Single Limit - BI & PD Combine
OWNED			\$	Each Person
NON-OWNED			\$	Each Accident or Occurrence
HIRED			\$	Each Accident or Occurrence
OTHER-UMBRELLA EXCESS	5			
IABLITY				
IE THE CERTIFICATE EVERATION CATE IS COM		YOU WILL BE MOTILIES IS CONFORCE TO THE WILL		KOWEVER, YOU WILL NOT BE NOTIFIED ANNUALLY OF THE CONTINUATION OF COV
				TAINING A FALSE OF DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.
OLICIES UNTIL		A NUMBER OF DAYS IS ENTERED BELOW OR REDUCE THE INSURANCE AFFORD		Liberty Mutual Insurance Group
20	TICE OF SUCH CAN	ICELLATION HAS BEEN MAILED TO:		
The second	TEO COU		Autor	i Part CA License #OC1973
CA 940				AUTHORIZED REPRESENTATIVE
			1 a /	
			8/1/2 DATE I	2005 Mishawaka IN SSUED OFFICE
			DITE I	

ATTACHMENT

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 regulation, 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), its 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)

x 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.

Juanito Dakis

Name of 504 Person - Type or Print

Dulin Advertising, Inc.

Name of Contractor(s) - Type or Print

460 Seaport Court, Suite 102

Street Address or P.O. Box

Redwood City CA 94063

City, State, Zip Code

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

pi		
Signature		
President		
Title of Authorized Official		
9/2/05		
Date		

*Exception: DHHS regulations state that:

If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its ervices, there is no method of complying with (the facility accessibility regulations) other than making a ignificant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to ther providers of those services that are accessible."