

## AGREEMENT WITH INDEPENDENT CONTRACTOR

### Attachments:

Schedule A:	Scope of Work
Attachment 1:	Non-Discrimination Declaration
Attachment 2:	Certificate(s) of Insurance

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### AGREEMENT WITH BARTIG, BASLER & RAY FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 4th day of January, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BARTIG, BASLER & RAY, hereinafter called "Contractor;,"

### WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Assessor-County Clerk-Recorder Department; and

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

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

#### 1. Services To Be Performed By Contractor

In consideration of the payments hereafter set forth, Contractor, under the general direction of the Assessor-County Clerk-Recorder or his designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedule A, attached hereto and incorporated herein by reference. Such services shall be provided in a professional and diligent manner.

#### 2. Payments

- A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule A, attached hereto and incorporated herein by reference. Any rate increase is subject to the approval of the Assessor-County Clerk-Recorder or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule 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 Schedule A to the full satisfaction of the Assessor-County Clerk-Recorder or his designee.

C. Time Limit for Submitting Invoices. Contractor shall submit a monthly invoice for services to County for payment. 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 Parties

It is expressly understood that this is an agreement 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/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to the San Mateo County Civil Service Rules.

4. 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, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, 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, or employees and 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 the 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.

5. Insurance

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 Assessor-County Clerk-Recorder. Contractor shall furnish the Assessor-County Clerk-Recorder with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Assessor-County Clerk-Recorder of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of section, or in the event any notice is received that indicates any required insurance coverage will be diminished or canceled. County, 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. Workers' Compensation and Employer Liability Insurance. 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, 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 the work of this Agreement.*

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor 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 Contractor's operations under this Agreement, whether such operations be by Contractor 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 not be less than the amounts specified below.

Such insurance shall include:

(1) Comprehensive General Liability .....	\$ 1,000,000
(2) Motor Vehicle Liability .....	\$ 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.

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 County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-discrimination.

No person shall be excluded from participation in, denied the 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.

With respect to the provision of employee benefits, Contractor shall comply with the provisions of Title 2, Chapter 2.93 of the San Mateo County Ordinance Code, set forth in Attachment 1 attached hereto and incorporated herein by reference, which prohibit contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: (i) termination of this Agreement; (ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; (iii) liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and (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 Agreement 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 thirty (30) days of such filing, provided that within such thirty (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.

## 7. Assignments and Subcontracts

A. Without the written consent of the Assessor-County Clerk-Recorder, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Assessor-County Clerk-Recorder is a breach of 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 Agreement without the written consent of the Assessor-County Clerk-Recorder or his designee.

C. All assignees, subcontractors, or consultant approved by the Assessor-County Clerk-Recorder or his designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the acts and/or omissions of the assignee, subcontractor, or consultant.

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.

8. Amendment of Agreement

A. This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment 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.

B. If particular people are identified in Schedule A as performing services under this Agreement, Contractor shall not substitute other people without prior written permission from the Assessor-County Clerk-Recorder. Any substitution shall be with a person of commensurate experience and knowledge.

9. Records

A. 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 all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

B. 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.

10. Confidentiality and Property Rights

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public records and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to County's operations which is made available to Contractor in order to carry out this agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as County requires of its own personnel. Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the agreement, or is rightfully obtained from third parties.

11. 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 all applicable ordinances and regulations, including but not limited to, appropriate licensure, certification and provisions relating to confidentiality of records and applicable quality assurance regulations.

12. 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 as follows:

- i. In the case of County, to:
  - (a) San Mateo County Assessor-County Clerk-Recorder  
Attn: Warren Slocum, Assessor-County Clerk-Recorder  
555 County Center, Third Floor  
Redwood City, CA 94063-1665
  - (b) or to such person or address as County may, from time to time, furnish to Contractor; and
- ii. In the case of Contractor, to:  
Bartig, Basler & Ray  
Attn: Bruce Smith  
1520 Eureka Road, Ste. 100  
Roseville, CA 95661

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, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of Agreement shall be from January 4, 2005 through July 31, 2005. This Agreement may be terminated by Contractor or by the Assessor-County Clerk-Recorder or his designee at any time, upon thirty (30) day's written notice to the other party.

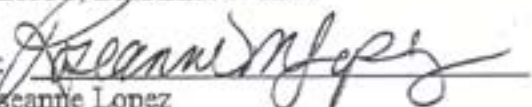
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors

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

BARTIG, BASLER & RAY

By:   
Roseanne Lopez  
Partner

Date: 12/14/04

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# Bartig, Basler & Ray

A Professional Corporation

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Certified Public Accountants and Management Consultants

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Frank V. Trythall  
Kenneth E. Pope  
Brad W. Constantine  
Bruce W. Stephenson  
Roseanne M. Lopez  
Jason J. Cardinet  
Tyler K. Hunt

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Curtis A. Orgill  
M. Elba Zúñiga

## SCHEDULE A SCOPE OF WORK

November 22, 2004

The Honorable Warren Slocum  
County Clerk-Assessor-Recorder-Elections Officer  
San Mateo County  
555 County Building  
Redwood City, CA 94063

Dear Mr. Slocum:

We are pleased to present this proposal to you to provide assistance in the continued implementation of the Department's document strategy. The document strategy was originally developed to assist the Department in moving from paper based documents to electronic documents. The strategy envisioned this movement to take a number of years and to eventually encompass all activities of the Department, but focused on those of the Clerk-Assessor-Recorder. Over the years since the strategy was initially developed, the Department has made major strides towards this vision with eRecording for the California Franchise Tax Board liens and releases and Birth and Death certificates; development of an electronic assessment change notice process between the Assessor, County Controller and County Tax Collector; use of electronic mapping and Geographic Information System (GIS) technology in the Assessor's office for new subdivisions and parcels; on-line marriage applications; receiving building plans electronically and incorporating them into a GIS layer; implementing the FileNet system as the Department's primary electronic document management tool and other similar activities.

The Department has recently been asked to take on the Records Management function of the County and would like to bring this function within the overall document strategy and demonstrate the value of electronic documents to the diverse County departments. The Department also sees this as an opportunity to demonstrate the value of the electronic document strategy in a broader context by integrating a custodial function, Records Management, with direct service delivery of public safety and homeland security using data from hazardous materials filings to populate a GIS layer that could assist first responders.

1520 Eureka Road, Suite 100, Roseville, CA 95661 • [www.bbr.net](http://www.bbr.net) • (916) 784-7800 • FAX (916) 784-7850  
1885 South Arlington Avenue, Suite 105, Reno, NV 89509-3370 • (775) 323-7122 • FAX (775) 323-1174

## **Understanding of the Project**

The scope of the project that you would to undertake is both specific and undefined. It is specific in that the Records Management function should be integrated within the Department; follow the electronic document management strategy; and start with a pilot project using Environmental Health and the hazardous material reports to demonstrate how electronic documents can support multiple departments, including public safety, disaster recovery and homeland security. It is also undefined because the vision of integrating the information from Environmental Health – GIS – FileNet – Sheriff and Police – Fire -- Assessor is a vision that has not been implemented and contains a number of unknowns.

This proposal is therefore focused around the process of developing an integrated Records Management function within the Department that will further the electronic document strategy. Part of the project will also assist the Department with the management and implementation of related electronic document strategy items – addition of Child Support to eRecording; reporting of business personal property; and other projects as they are identified.

## **Basic Project Tasks and Activities**

### **Activity 1 – Define the Records Management Vision**

During this task we will work with the Department to define a vision for Records Management. This vision will move beyond the current view of records management as a repository of documents and focus on the use of information from these documents to support activities of multiple departments. This vision statement will be defined initially and reviewed and refined throughout the project to reflect the lessons learned.

### **Activity 2 – Develop the Implementation Plan for an Integrated Records Management**

This task will take the vision and develop the “how-to” of implementing that vision. The implementation plan for an integrated records management function within the County needs to address at least the following issues:

- Budget – what is the cost of integration? When will these costs be incurred? What are the potential savings?
- Infrastructure – what technology and processes need to be put in place to translate the vision into reality? Can the technology infrastructure be phased over time or is it all required initially? What technology applies to all documents? How do the County Departments utilize the basic technology? How can the existing county infrastructure be used?
- Services – what services should be provided by Integrated Records Management to other departments within the County? Items to be considered include scanning services, both current and historical documents; workflow and process analysis; procedures development, etc.
- Security – who will have access to the electronic information? How will they access it?
- Governance – how will decisions be made about records management? Who will be



part of the decision making process? How are strategic decisions made?

- Operations – who will manage the day-to-day operations of an integrated records management function that includes multiple components and departments – scanning, electronic documents; workflow; GIS; public safety; assessment; planning; economic development; personnel, etc? What processes will be needed to update information? How will operations be funded – by user fees; county general funds; other sources?
- Implementation Plan – what are the specific steps required to implement the vision within an initial pilot department or function? How broad should the initial implementation be and which departments will be included? How will their participation be obtained?
- Prioritization – How will decisions be made on the timing of new integration activities?
- Cost/Benefit Analysis – Does this proposed implementation plan make sense from a cost – benefit basis? Is there value in moving ahead?

This activity will be a dynamic process where initial proposals will be refined and revised throughout the initial Pilot Project to reflect the additional knowledge gained in that project.

### **Activity 3 – Develop the Pilot Project Plan**

This activity will develop an implementation plan to apply the overall Records Management vision and plan to a specific case. The actual Pilot Project will be determined by the Department. There have been discussions around a number of potential pilots, among them hazardous materials within Environmental Health and the Retirement Board. This activity will define the specific steps required to take the information gathered in the Pilot Agency and make it usable for other agencies, which could include fire departments and sheriff/police departments for hazardous materials or the Employee and Personal Services for the Retirement Board. Some of the tasks to be accomplished in this activity include:

- Identify the data elements collected within the Pilot Agency which are important to other departments or functions within the County
- Determine which departments would be likely users of the information and how it could be used
- Determine a method of capturing this data in an electronic format
- If relevant, develop a process for incorporating information into a GIS layer
- Develop security policies for access to the data
- Develop a budget and implementation time line
- Develop an evaluation mechanism to determine the value of the pilot
- Manage the implementation activity and make periodic reports
- Revise the Records Management Implementation Plan based upon lessons learned in the pilot project.

### **Activity 4 – Provide support to other electronic document projects within the Department**

There are a number of potential projects that could be implemented within the coming year that support the Department’s original document strategy. These include:

- The expansion of eRecording now that legislation has been passed that remove some

- of the initial roadblocks;
- Addition of Child Support to eRecording;

These activities will be defined by the Department and project tasks will be developed and agreed upon prior to starting any work.

### **Why BB&R Advisory Services?**

BB&R Advisory Services is the consulting arm of Bartig, Bassler & Ray (BB&R), a Sacramento firm who provides audit, tax and financial planning services to clients in the public and private sectors. The partners within BB&R all have come from Big-8 or Big-5 firms and have a high degree of professional accomplishment. Within the public sector, BB&R has served many of the counties in California.

BB&R Advisory Services is comprised of individuals who are former consultants with Big-5 firms and have a long history of service to the public sector. This project will be lead by Bruce A. Smith, an individual who has worked with the Department on electronic documents strategy for a number of years. In fact, Mr. Smith was the project manager for the development of the Department's document strategy and was then the project manager for the eRecording Pilot Project and a series of advisory activities over the last two years. Roseanne Lopez, a partner with BB&R Advisory Services, will serve as the quality assurance partner for this project. She was the quality assurance partner on the eRecording Pilot Project and has extensive experience with the public sector.

### **Timeline and Fees**

This project will have long term impacts on both the Department and the County and requires careful management and a dedicated implementation effort. It is difficult to completely scope the project effort until some of the activities have been initiated and therefore we propose an initial engagement that will be based on a given number of hours to be spent on the above activities. We will work with the Department to keep priorities in line and the project moving.

We propose that this initial project be for a total of 845 hours of professional services through July 31, 2005. The total amount of this contract will be \$135,200 and includes all professional services and expenses. Invoices will be submitted monthly for payment throughout the course of the contract.

If you have any questions, please call Bruce Smith at (916) 296-9658 or Roseanne Lopez at (916) 784-7800. We look forward to beginning this project and continuing the relationship with the Department.

Very truly yours,

Roseanne Lopez  
Partner

**ATTACHMENT 1:  
NON-DISCRIMINATION REQUIREMENTS  
IN THE PROVISION OF EMPLOYEE BENEFITS**

**San Mateo County Ordinance Code**

**Title 2-Administration, Chapter 2.93. County Contracts-Non-Discrimination in Benefits**

**Section 2.93.010. Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law. (Ord. 4026, 02/13/01)

**Section 2.93.020 Discrimination in the provision of benefits prohibited.**

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
  - (1) In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
  - (2) The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
  - (1) Award of a contract or amendment is necessary to respond to an emergency;
  - (2) The contractor is a sole source;
  - (3) No complaint contractors are capable of providing goods or services that respond to the County's requirements;
  - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  - (5) The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4026, 02/13/01)

**Section 2.93.030 Application of chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (a) within the County; (B) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4026, 02/13/01)

**Section 2.93.040 Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

(1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and

(2) Contractual remedies, including, but not limited to termination of contract,

(3) Liquidated damages in the amount of \$2,500;

(d) Examine contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of noncompliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4026, 02/13/01)

**Section 2.93.050 Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4026, 02/13/01)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Bartig, Basler & Ray
Contact Person: Roseanne Lopez
Address: 1520 Eureka Road, Suite 100
Roseville, CA 95661
Phone Number: (916) 784-7800
Fax Number: (916) 784-7850

II Employees

Does the Contractor have any employees? [X] Yes [ ] No

Does the Contractor provide benefits to spouses of employees? [X] 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)

- [X] 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.

Roseanne M Lopez
Signature

Roseanne M. Lopez
Name (Please Print)

Shareholder
Title

11/18/04
Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AG  
BARTI-1

DATE (MM/DD/YYYY)  
12/01/04

**PRODUCER**  
Valley Oaks Insurance  
CA DOI Lic #0724045  
1528 Eureka Road, Suite 102  
Roseville CA 95661  
Phone: 916-960-1400 Fax: 916-960-1404

**INSURED**  
  
  
**Bartig Basler & Ray Inc.**  
1520 Eureka Road #100  
Roseville CA 95661

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	ITW Hartford Insurance Group	22357
INSURER B	Everest National Insurance Co.	
INSURER C		
INSURER D		
INSURER E		

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	57SBAKH7292	03/15/04	03/15/05	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000								
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAKH7292	03/15/04	03/15/05	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3900035341031	07/16/04	07/16/05	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER													
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													
		OTHER												

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SS0008 Attached adding County of San Mateo as additional insured as respects General Liability \*\*10 day notice of cancellation for non-payment of premium\*\*

### CERTIFICATE HOLDER

County of San Mateo  
Attn: Willy Padilla  
555 County Center, 3rd Floor  
Redwood City CA 94063

AAAAAA

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Colleen T. Sp...*

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** December 16, 2004

**TO:** Priscilla Harris Morse      FAX: 363-4864    PONY: EPS 163

**FROM:** Assessor-County Clerk-Recorder      Attn: Kate Bach Ext 1619  
FAX:      PONY:

**SUBJECT:**      **Contract Insurance Approval**

**The following is to be completed by the department before submission to Risk Management:**

**CONTRACTOR NAME:**

Bartig, Basler & Ray, a professional corporation

**DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:**

Yes, mileage costs will be reimbursed.

**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:**

More than 30.

**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:**

Technical analysis and design of electronic document management strategy.

**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

*Priscilla Morse*  
Risk Management Signature

12-16-04  
Date