

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BARTIG, BASLER & RAY BUSINESS ADVISORY SERVICES, LLC

THIS AGREEMENT, entered into this _____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bartig, Basler & Ray Business Advisory Services, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

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, and the Assessor-County Clerk-Recorder ("CARE") is a Department of County; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of managing the implementation and integration of CARE's voting machines and voter registration systems, recording system, and assessment system, incorporating electronic data exchange, electronic document imaging, and geographical information system (GIS);

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 — Statement of Services

Exhibit B — Payments and Rates

Attachment 1 — Equal Benefits Compliance Declaration

Attachment 2 — Insurance

2. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 15, 2006 through March 15 2008, or until completion, but not later than December 31, 2008.

This Agreement may be terminated by Contractor, the Assessor-County Clerk-Recorder or his 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. Availability of Funds

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 County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of 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; (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 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 County’s 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 to the Department, in writing, of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

The 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 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 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 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, 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.

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 "1," 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 and Other Requirements

- (A.) Section 504 applies only to contractors 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 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 County's 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 this 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 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.) 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.
- (G.) Compliance with Contractor Employee Jury Service Ordinance.** Contractor shall comply with the County ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a.) Contractor shall maintain all required records for three (3) years after 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 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 and Attachments 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.

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:

San Mateo County Assessor-County Clerk-Recorder
ATTN: Warren Slocum
555 County Center, Third Floor
Redwood City, CA 94063-1665

In the case of Contractor, to:

Bartig, Basler & Ray Business Advisory Services, LLC
ATTN: Bruce A. Smith
1520 Eureka Rd, Suite 100
Roseville, CA 95661

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BARTIG, BASLER & RAY BUSINESS ADVISORY SERVICES, LLC

By: _____
Roseanne M. Lopez, Partner

Date: _____

EXHIBIT A: SCOPE OF SERVICES

Contractor shall perform the following services to complete a project to define, develop and manage a strategic plan to implement certain new systems and integrate them and certain existing systems into CARE's comprehensive electronic document/data management scheme (EDMS), during the two-year period estimated for completion.

SYSTEMS

The systems involved in this project include systems for voting, voter registration and election management, recording, assessment, FileNet, and County's geographic information system (GIS).

INTEGRATION

The desired system integration will effectively link the systems' processing of document intake, document indexing, and data distribution, so as to reduce operating costs, increase productivity, and facilitate delivery of services to internal and external customers.

TARGETED PROCESS CHANGES & TIMELINES

During the term of this Agreement, Contractor shall manage the targeted implementation and/or integration of the following major process changes within CARE, within the estimated time period indicated, except that the Assessor-County Clerk-Recorder reserves the right to reasonably assign priorities, modify deliverables, and/or adjust timelines, as changed circumstances may warrant, in order to comply with statutory responsibilities and business obligations:

1. change vendor systems for voting machines and tabulation (implement for primary and general gubernatorial elections of June and November 2006);
2. change vendor systems for voter registration and election information management (after November 2006);
3. change vendor systems for recording processes (fall 2006);
4. upgrade the existing Easy Access, Inc. ("EAI") assessment systems to a new database structure (summer/fall 2006);
5. upgrade to the P8 version of FileNet as a County-wide initiative (First Half 2006);
6. integrate FileNet into the overall operations of CARE (concurrent with the upgrade to P8 and the upgraded EAI system);
7. work with the primary vendors and CARE managers and users to define the integration of the voter registration, assessment, clerk and recording systems, utilizing FileNet to move documents between systems and departmental users, GIS to provide a spatial focus, and the automatic transfer of data from one system to another (first half 2006);
8. develop and implement selected EDMS pilot project(s) in other County departments utilizing FileNet (after the FileNet P8 upgrade);
9. recommend the management policies and procedures for the archiving function of CARE's Countywide Records Center (FY 2006-2007);
10. assist with the implementation of the recommendations from the review of the Assessment Appeals Board process (ongoing); and

11. other development projects that may be mutually identified and agreed upon.

WORK PLAN

Contractor shall manage all targeted process and/or system changes (“sub-projects”) as integrated, interdependent components of a single, major project (“master project”) which will impact every CARE functional unit and staff member. For each sub-project and the master project, Contractor shall plan, then document, then initiate, and then keep the project moving forward to successful completion. The project management effort will include at least the following major tasks and deliverables, subject to modification and prioritization by the Assessor-County Clerk-Recorder as provided above:

Task 1: Establish a Project Management Office (PMO)

- **Deliverable 1:** Contractor shall define the Internal CARE Project Team (ICPT), which shall include staff representatives from all CARE enterprise groups (functional work units within all CARE Divisions), the information technology group (IT), and the CARE Communications Director.
- **Deliverable 2:** Contractor shall coordinate with the systems vendors to develop an integrated project schedule, with detailed sub-schedules. Initially high-level, the schedules shall identify major activities and milestones for individual sub-projects in a consolidated view; schedules shall be revised and updated as each sub-project progresses and detailed activities are defined.
- **Deliverable 3:** To complete the PMO, the PM shall secure the commitment of representatives from the Systems vendors and County’s Information Systems Department (ISD). Contractor shall develop reporting methods and a communications plan to keep all parties informed of the status of the overall project and all of the sub-projects. Time and milestones reporting will be made to the Assessor-County Clerk-Recorder.

Task 2: Change Management

Throughout the project, and for each sub-project, Contractor shall ensure that changes in work process/workflow, staff organization, and technology are fully and timely communicated to staff and stakeholders and that all necessary training is timely provided.

- **Deliverable 1:** Contractor shall develop a written change management program plan.
- **Deliverable 2:** Contractor shall work with the CARE public information officer to develop a written communication strategy.
- **Deliverable 3:** As process changes related to systems integration and the use of FileNet and GIS are identified, Contractor shall develop and distribute documentation of the proposed.
- **Deliverable 4:** Contractor shall work with the Division Managers and system vendors to develop a training plan.

Task 3: System Assessment

Contractor shall evaluate the Systems to identify gaps between system capabilities and CARE’s operational needs. The ICPT will take the lead in documenting CARE’s needs, assisted by the Systems vendors, while the Systems vendors will be responsible for determining the gaps.

- **Deliverable:** Contractor, with the assistance of the system vendors, shall document CARE’s needs and identify the shortcomings of the proposed systems to meet those needs.

Task 4: Define the Integrated System

In collaboration with CARE’s management team and systems vendors for the Elections, County Clerk-Recorder, and Appraisal Services Divisions, Contractor shall define and document a conceptual design for CARE’s vision of itself as an electronic document office with minimal internal paper flow.

- **Deliverable:** Contractor shall produce a “CARE Vision” document.

Task 5: EDMS Pilot Program Development

County has begun to expand the use of FileNet as the standard engine for document management, imaging and workflow for all departments, to provide more options and added value. County will merge the two existing FileNet systems (in CARE and ISD), upgrade them to FileNet Version P8, and implement one or two pilot projects to demonstrate the value of EDMS technology.

- **Deliverable 1:** Contractor shall evaluate, and document related findings and recommendations, the three potential pilot EDMS projects now under discussion.
- **Deliverable 2:** Contractor shall manage the installation of the software by FileNet P8 upgrade software, the related conversion of existing images and programs, and staff training.
- **Deliverable 3:** Contractor shall develop, and document, a method of determining which projects will be funded for development and how development costs will be recovered over time, and propose a method for cost sharing for ongoing operations.

Task 6: Manage the Implementation of Each System

- **Deliverable 1:** For each of the Systems to be implemented, Contractor shall develop detailed implementation plans and timelines for the overall project (master plan, to be updated as sub-projects progress) and for each sub-project (to be integrated within the master plan. Such plans shall identify all participants’ roles and responsibilities (vendors, CARE staff, and any other parties), timelines, and milestones by which to monitor progress.
- **Deliverable 2:** Contractor shall be responsible, jointly with the systems vendors and CARE staff, to manage each sub-project throughout its implementation. Such management shall include system conversion plans, data integrity processes, regular status-reporting meetings, communication and resolution of issues, development and implementation of system-specific change management and training plans, and system testing and acceptance. Individual sub-projects shall be managed with a focus on the overall project goal of an integrated department, so that issues generated during implementation that affects overall project implementation will be identified for resolution by the project team and CARE management. Once identified, the PM shall track these issues and document their resolution.

STAFFING

Contractor shall assign the following staff to this project:

The Project Manager and leader shall be Bruce A. Smith. He shall commit approximately half time to this project. In the event Mr. Smith becomes unavailable to continue to render services under this Agreement, Contractor shall appoint a replacement project manager with comparable technical and managerial skills. County shall have to right to review and approve such appointment, and shall not unreasonably withhold approval, with the understanding that Mr. Smith's familiarity the systems and standards of County/CARE is unique and that a successor will face a significant learning curve.

Roseanne M. Lopez, partner in charge of Contractor's consulting practice, will perform periodic quality assurance reviews to ensure that the CARE needs are met.

Paul Meinardus and Jennifer Speak, and other Contractor staff as appropriate, will support the project at various stages. Mr. Meinardus is familiar with some of the assessment process flows where FileNet could be applied and has worked on the Risk Management process analysis. He has also worked on the assessment appeals process review. Ms. Speak, a change management specialist, will take responsibility for organizing communications and change management activities.

**EXHIBIT B:
PAYMENTS & RATES**

In consideration of the services provided by Contractor as specified in Exhibit “A,” County shall pay Contractor based on the following fee schedule:

1. Labor Rates & Expenses

Contractor shall be entitled to payment for professional services, at hourly rates specified below. Said rates shall include all expenses except for travel to vendor locations, which shall be billed at cost.

Hourly labor charges will apply according the following rates:

<u>Contractor Staff:</u>	<u>Thru</u> <u>12/31/06</u>	<u>After</u> <u>1/1/07</u>
Bruce A. Smith, Project Manager	\$165	\$170
Roseanne M. Lopez, Partner, Quality Assurance	\$165	\$170
Paul Meinardus, Technical Support	\$140	\$145
Jennifer Speak, Communications/Change Management	\$140	\$145
Other Support Staff	\$125	\$130

2. Invoices

Contractor shall present to CARE a monthly invoice reflecting charges incurred through the end of the month, summarizing the hours of work performed in relation to the Tasks and Activities specified in Exhibit “A” and identifying the personnel who performed it, and expenses incurred.

3. Payments

County shall issue payment to Contractor within 30 days of receiving Contractor’s invoice.

ACORD CERTIFICATE OF LIABILITY INSURANCE		CP ID: KJ BARTI-1	DATE (MM/DD/YYYY) 03/13/06
PRODUCER Valley Oaks Insurance CA DOI Lic #0724045 1508 Eureka Road, Suite 190 Roseville CA 95661 Phone: 916-960-1400 Fax: 916-960-1404		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.	
INSURED Bartig, Basler & Ray, Inc. & BBR Financial Service, Inc. 1520 Eureka Road #100 Roseville CA 95661		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: 177 Hartford Insurance Group	22357
		INSURER B: National Liability & Fire	
		INSURER C: Philadelphia Insurance Company	
		INSURER D:	
		INSURER E:	

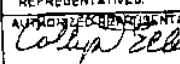
COVERAGES

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.

INSURANCE LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC	57BBAXK7292	03/15/06	03/15/07	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	AUTOMOBILE LIABILITY <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"/> NONOWNED AUTOS	57SBAKX7292	03/15/06	03/15/07	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 \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	01000011910-051	07/16/05	07/16/06	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Philadelphia Ins.	PHSD170651	01/01/06	01/01/07	E&O \$2,000,000 Aggregate \$2,000,000

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

Per form IN1200 11/85 adding the County of San Mateo as additional insured as respects General Liability. Endorsement to follow from company. **10 day notice of cancellation for non-payment of premium**

CERTIFICATE HOLDER County of San Mateo Attn: Kate Bach 555 County Center, 3rd Floor Redwood City CA 94063	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN 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 
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**SAN MATEO COUNTY
MEMORANDUM**

DATE: March 8, 2006

TO: Steve Rossi FAX: 363-4864 PONY: EPS 163

FROM: Assessor-County Clerk-Recorder Attn: Kate Bach
FAX: 1903 PONY: ARC140 PHONE: 5318

SUBJECT: **Contract Insurance Approval**

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

CONTRACTOR NAME:

Bartig, Basler & Ray, Business Advisory Services, LLC

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

Yes.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

More than 30


DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Project management of development and implementation of integration plan for new computing systems and departmental electronic document management strategy.

The following will be completed by Risk Management:

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

REMARKS/COMMENTS:


Risk Management Signature
Steve Rossi

Date 3/17/06

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: Bartig, Basler & Ray Business Advisory Services, LLC
Contact Person: Roseanne Lopez, Partner
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? Yes No

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

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

III. Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (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 Lopez
Signature

ROSEANNE M. LOPEZ
Name (Please Print)

PARTNER
Title

3/10/06
Date