

TWO-YEAR AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF DALY CITY, JEFFERSON ELEMENTARY SCHOOL DISTRICT, BAYSHORE SCHOOL DISTRICT, SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND BRISBANE ELEMENTARY SCHOOL DISTRICT (DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE)

THIS TWO-YEAR AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **THE CITY OF DALY CITY, JEFFERSON ELEMENTARY SCHOOL DISTRICT, BAYSHORE SCHOOL DISTRICT, SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND BRISBANE ELEMENTARY SCHOOL DISTRICT (DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE)**, all of which entities are referred to collectively as “the Parties”.

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;

WHEREAS, the Daly City Peninsula Partnership Collaborative was formed in 1995 with the mission to promote and facilitate collaborative efforts to ensure those young children and their families have access to the health education and social services they need to be successful in school and in life; and

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- Program Description

Exhibit B- Payment Schedule

Exhibit B1- Daly City Peninsula Collaborative Program Proposed FY 2007-08 Budget

Exhibit B2- Daly City Peninsula Collaborative Program Proposed FY 2008-09 Budget

Exhibit C- 504 Compliance

Exhibit D- Contractor’s Declaration Form

2. Definitions

The Parties are entering into this Agreement for the sole purpose of providing assistance to and supporting the expansion of the Daly City Peninsula Partnership Collaborative. The expansion services supported under this Agreement are described in Exhibit A, attached hereto and incorporated by reference herein.

3. Oversight of the Daly City Peninsula Partnership Collaborative expansion services

Oversight of Daly City Peninsula Partnership Collaborative is provided by a Board of Directors, which is composed of representatives of each of the collaborative partners.

4. Payments

For each Fiscal Year each of the parties shall contribute to the funding of the Daly City Peninsula Partnership Collaborative expansion services as shown below. The funds shall be utilized according to the FY 2007-08 and FY 2008-09 Daly City Peninsula Partnership Collaborative Project budgets which are included in Exhibit B1 and B2 of this Agreement.

	<u>FY 2007-08</u>	<u>FY 2008-09</u>
County of San Mateo:	\$237,286	\$244,405
City of Daly City:	\$ 69,614	\$ 69,614
Bayshore School District:	\$ 5,000	\$ 5,000
Brisbane School District: or equivalent services	\$ 5,000	\$ 5,000
Jefferson Elementary School District: or equivalent services	\$ 55,000	\$ 55,000
South San Francisco Unified School District: or equivalent services	\$ 10,000	\$ 10,000

5. Relationship of Parties

- a. A full-time Program Supervisor will continue to be employed by the City of Daly City for the FY 2007-08 and FY 2008-09. The Program Supervisor will report to the City Manager of Daly City or his designee and the Executive Committee of the Board of Directors of the Daly City Peninsula Partnership Collaborative. The Executive Committee is comprised of one representative each from the County, City, and a participating school district. The Program Supervisor will oversee the overall program and provide the administrative support and direction for the program.
- b. Periodic meetings will take place between the Parties to assure that services are being delivered adequately and to resolve any problems that may arise in the collaborative process.
- c. 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.

6. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2007 through June 30, 2009.**

This Agreement may be terminated by Contractor, the Human Services Agency 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.

7. Availability of Funds

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.

8. Hold Harmless

- a. It is agreed that each Non-County Party shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Non-County Parties or their officers and/or employees.
- b. It is agreed that County shall defend, save harmless, and indemnify Non-County Parties, their officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
- c. In the event of concurrent negligence of County, its officers and/or employees, and Non-County Parties, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

9. 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.

10. 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 insurance 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) **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 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.

11. 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.

12. Non-Discrimination and Other Requirements

- 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.

13. 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.

14. 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.

15. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

16. 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.

17. 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:

- 1) In the case of County, to:
Beverly Beasley Johnson, Director
Human Services Agency
400 Harbor Blvd., Bldg C
Belmont, CA 94002
650. 802.7555

In the case of Contractor, to:

- 2) In the case of City, to:
Patricia E. Martel, City Manager
333 90th Street
Daly City, CA 94015
- 3) In the case of Bayshore School District, to:
Stephen J. Waterman, Superintendent
Bayshore School District
1 Martin Street
Daly City, CA 94014
- 4) In the case of Brisbane Elementary School District, to:
Stephen J. Waterman, Superintendent
Brisbane Elementary School District
1 Solano Street
Brisbane, CA 94005
- 5) In the case of Jefferson Elementary School District. To:
Barbara Wilson, Superintendent
Jefferson Elementary School District
101 Lincoln Avenue
Daly City, CA 94015
- 6) In the case of South San Francisco Unified School District, to:
Barbara Olds, Superintendent
South San Francisco Unified School District
398 "B" Street
South San Francisco, Ca. 94080

18. Contractor's Outcome Based Management Responsibilities:

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. Attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- e. Participating in a review of performance and outcome information;
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Human Services Agency's Outcome Based Management Responsibilities:

- a. Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- b. Issue and review OBM Implementation Guidelines.
- c. Conduct review of performance and outcome information.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST: _____
Clerk of Said Board

Date: _____

CITY OF DALY CITY
By: _____

Date: _____

BAYSHORE SCHOOL DISTRICT

By: _____

Date: _____

BRISBANE ELEMENTARY SCHOOL DISTRICT

By: _____

Date: _____

JEFFERSON ELEMENTARY SCHOOL DISTRICT

By: _____

Date: _____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

PROGRAM DESCRIPTION

AGREEMENT BETWEEN COUNTY OF SAN MATEO, THE CITY OF DALY CITY, BAYSHORE SCHOOL DISTRICT, BRISBANE ELEMENTARY SCHOOL DISTRICT, JEFFERSON ELEMENTARY SCHOOL DISTRICT, AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

JULY 1, 2007 THROUGH JUNE 30, 2009

I. Daly City Peninsula Partnership Collaborative Expansion Services:

The Daly City Peninsula Partnership Collaborative was formed in 1995 with the mission to promote and facilitate collaborative efforts to ensure that young children and their families have access to the health, education and social services needed to be successful in school and in life. The focus of the collaborative efforts is on families and young children from before birth to third grade. Important milestones in the mission are learning readiness by kindergarten and academic success by third grade. The Daly City Peninsula Partnership Collaborative Expansion Services described herein will expand school-based services supported by the Collaborative.

A. The City of Daly City will continue to employ a full-time Program Supervisor. This position will report to the City Manager or his designee, and the Executive Committee of the Board of Directors of the Daly City Peninsula Partnership Collaborative. The Program Supervisor will:

1. Oversee the overall program and provide the administrative support and direction for the program.
2. Work with the Board of Directors to investigate ongoing funding sources for the program for both sustainability and to serve the entire community.
3. Meet with school principals to recruit individuals to staff each of the program components at each of the sixteen sites in FY 2007-09.
4. Distribute supplies as needed to the various program components.
5. Continue to recruit, train and supervise three full-time Program Coordinators in FY 2007-09.

- B. The three Peninsula Partnership Program Coordinators will be the City of Daly City employees. Each Program Coordinator will be responsible for between one and six sites. The Program Coordinator's responsibilities include the following:
1. Plan, coordinate, direct and evaluate the specific activities of the Daly City Peninsula Partnership Collaborative at the assigned school sites for pre-kindergarten through third grade. Activities include kindergarten readiness, tutoring, and homework assistance and enrichment classes.
 2. Recruit, train, supervise and evaluate part-time, contractual and volunteer staff.
 3. Prepare and monitor specific site budgets. Prepare reports and correspondence. Assist in the preparation and writing of grants and proposals as needed.
 4. Attend and assist in conducting training conferences and workshops.
 5. Maintain accurate inventory of supplies and equipment.
 6. Work with a variety of non profit agencies, middle and high school students, and other volunteer and mentoring groups within the community to create a pool of volunteers who will be available for their assigned program sites.
 7. Collect and input data from individual school sites per the program outcomes.
- C. In FY 2007-09 offer fifteen complete program sites at Bayshore, Daniel Webster, F.D. Roosevelt, Garden Village, George Washington, John F. Kennedy, Junipero Serra, M.P. Brown, M.H. Tobias, Panorama, Skyline, Susan B. Anthony, Thomas Edison, Westlake and Woodrow Wilson Elementary Schools.
1. Literacy Tutoring:
In FY 2007-09, 300 children will receive after school tutoring.
 2. Homework Assistance:
In FY 2007-09, 750 children will receive after school homework assistance.
 3. Enrichment Classes:
In FY 2007-09, 1600 children will participate in after school enrichment classes.
 4. Kindergarten Readiness:
In FY 2007-09, 600 four year olds will participate in kindergarten readiness classes.

D. Intended Program Outcomes:

1. Literacy Tutoring Program: The intended outcome is to achieve literacy in the third grade, demonstrated by 5% increase in third grade reading scores over the 3 year period in schools where site collaborative target their experience of school success by the third grade. This will be measured by parent surveys and norm referenced pre and post testing conducted in the fall and spring of the school year.
2. Homework Assistance Program: The intended outcome is to establish early positive homework habits to enable a higher chance of school success. This will be measured by surveying the students, their parents, and classroom teachers as to motivation to complete homework and comprehension of homework concepts in the classroom.
3. Enrichment Classes: The intended outcome is to involve the students in positive life-long enriching activities, and to enlarge the scope of children's learning by offering a variety of experiences for them to explore. This will be measured by surveying students, their parents, and classroom teachers as to how they envision using their new interest areas and what the carryover effect has been in the classroom.
4. Kindergarten Readiness: The intended outcome is for children who have not been exposed to preschool programs to develop appropriate classroom behavior and a higher level of comfort in the classroom. Pre and post lollipop testing will be used by all sites to measure academic and verbal capacity.
5. Volunteers in Partnerships: The intended outcome is to give the opportunity for parents and community members to become involved in assisting with providing this program to their community. This will be measured by the number of volunteers recruited, trained, and placed along with the number of volunteer hours generated.

EXHIBIT B

PAYMENT SCHEDULE

**AGREEMENT BETWEEN COUNTY OF SAN MATEO, THE CITY OF DALY CITY,
BAYSHORE SCHOOL DISTRICT, BRISBANE ELEMENTARY SCHOOL DISTRICT,
JEFFERSON ELEMENTARY SCHOOL DISTRICT, AND SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT**

JULY 1, 2007 THROUGH JUNE 30, 2009

I. Payment Schedule

- A. In Fiscal Year 2007-08, County will make two payments of \$118,643 each for a total of \$237,286, upon receipt of the invoices from the City of Daly City and payments shall be made within 30 days after approval from the Human Services Agency Director or designee. City of Daly City will submit invoices after July 1, 2007 and after April 1, 2008.
- B. In Fiscal Year 2008-09, County will make two payments of \$122,202.50 each for a total of \$244,405, upon receipt of the invoices from the City of Daly City and payments shall be made within 30 days after approval from the Human Services Agency Director or designee. City of Daly City will submit invoices after July 1, 2008 and after April 1, 2009.
- C. The City of Daly City has designated \$69,614 in its FY 2007-08 budget and proposed \$69,614 for FY 2008-09 to be utilized for the services of the Daly City Peninsula Partnership Collaborative.
- D. Each of the participating school sites have designated funds and/or in-kind services in both FY 2007-08 and FY 2008-09 in the amount of \$5,000 for Bayshore School District, \$5,000 for Brisbane Elementary School District, \$10,000 for South San Francisco Unified School District, and \$55,000 for Jefferson Elementary School District all to be utilized for their site based program components.
- E. The funds and in-kind services contributed by each of the Parties will be utilized according to the FY 2007-08 Daly City Peninsula Partnership Collaborative Budget see Exhibit B1.
- F. The funds and in-kind services contributed by each of the Parties will be utilized according to the FY 2008-09 Daly City Peninsula Partnership Collaborative Budget see Exhibit B2.

EXHIBIT C

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

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

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

- 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.

Patricia E. Martel
Name of 504 Person - Type or Print

City of Daly City
Name of Contractor(s)-Type or Print

333 90th Street
Street Address or P.O. Box

Daly City, CA 94015
City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT C

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

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

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

- 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.

Stephen J. Waterman
Name of 504 Person - Type or Print

Bayshore School District
Name of Contractor(s)-Type or Print

1 Martin Street
Street Address or P.O. Box

Daly City, CA 94014
City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT C

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

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

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

- 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.

Stephen J. Waterman
Name of 504 Person - Type or Print

Brisbane Elementary School District
Name of Contractor(s)-Type or Print

1 Solano Street
Street Address or P.O. Box

Brisbane, CA 94005
City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT C

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

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

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

- 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.

Barbara Wilson
Name of 504 Person - Type or Print

Jefferson Elementary School District
Name of Contractor(s)-Type or Print

101 Lincoln Avenue
Street Address or P.O. Box

Daly City, CA 94015
City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT C

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

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

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

- 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.

Barbara Olds
Name of 504 Person - Type or Print

South San Francisco Unified School District
Name of Contractor(s)-Type or Print

398 "B" Street
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

EXHIBIT D

COUNTY OF SAN MATEO
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	City of Daly City	Phone:	
Contact Person:	Patricia E. Martel	Fax:	
Address:	333 90 th Street Daly City, CA 94015		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Name

Date

Title

EXHIBIT D
COUNTY OF SAN MATEO
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Bayshore School District	Phone:	
Contact Person:	Stephen J. Waterman	Fax:	
Address:	1 Martin Street Daly City, CA 94014		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Name

Date

Title

EXHIBIT D
COUNTY OF SAN MATEO
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Brisbane Elementary School District	Phone:	
Contact Person:	Stephen J. Waterman	Fax:	
Address:	1 Solano Street Brisbane, CA 94005		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Name

Date

Title

EXHIBIT D
COUNTY OF SAN MATEO
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Jefferson Elementary School District	Phone:	
Contact Person:	Barbara Wilson	Fax:	
Address:	101 Lincoln Avenue Daly City, CA 94015		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Name

Date

Title

EXHIBIT D
COUNTY OF SAN MATEO
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	South San Francisco Unified School District	Phone:	
Contact Person:	Barbara Olds	Fax:	
Address:	398 :B: Street South San Francisco, CA 94080		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Name

Date

Title