

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
YOUTH LEADERSHIP INSTITUTE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and Youth Leadership Institute, 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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing tobacco prevention services.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit A, Attachment 1-3 – Deliverables and Roles for the Community-Based Organizations

Exhibit B—Payments and rates

Exhibit B, Attachment 1—Budget

Attachment I—§504 Compliance

**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." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED FIVE THOUSAND DOLLARS, (\$105,000).

### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2007 through September 30, 2008.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

### **5. 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.

### **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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.



## **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **8. Assignability and Subcontracting**

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

## **9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such 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.



#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

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

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

#### **11. Non-Discrimination 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.

## **12. 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.



**13. 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.

**14. 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.

**15. 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.

**16. 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 Health Department  
Public Health and Environmental Protection  
Attn: Brian J. Zamora, Director  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

**In the case of Contractor, to:**

Youth Leadership Institute  
Attn: Maureen A. Sedonaen, President/CEO  
555 Northgate Drive, Suite 265  
San Rafael, CA 94903

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

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Youth Leadership Institute

  
\_\_\_\_\_  
Contractor's Signature

Date: 08/27/07



## **Exhibit "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

### **I. Description of Services to be Performed by the Contractor**

Contractor will collect data and educate key decision makers to assist 2-3 local jurisdictions to implement tobacco retail licensing (TRL) policies that provide funds for enforcement.

#### **A. YLI Youth Access To Tobacco Activities**

Contractor will:

1. Consult with Tobacco Education Coalition (TEC) Policy Consultant to develop policies and strategies to lower youth access to tobacco.
2. Review and/or update a Midwest Academy Strategy Chart for each local youth access project.
3. Utilize and consult with the Tobacco Assistance Legal Center, as needed.
4. Engage 10-12 youth in Contractor's Yo Mateo! project. Youth will participate in all aspects of the project activities. Yo Mateo! will meet at least 12 times during the contract period.
5. Assess 1-2 cities in San Mateo County that do not currently have a TRL policy to determine new target jurisdictions and update current efforts, as needed. Assessment activities in selected local jurisdictions may include: researching Stop Tobacco Access to Kids Enforcement (STAKE) Act data; conducting Youth Purchase Surveys; and collecting/analyzing Public Opinion Surveys (250).
6. In collaboration with partner community-based organizations (CBOs), update TRL information packet as needed and distribute it to at least 5 city managers/council members and representatives from at least 2 law enforcement agencies.
7. Participate in relevant countywide meetings about TRL including general TEC meetings.
8. Yo Mateo! will conduct 3-5 community presentations or in-person meetings to stakeholders for community education about TRL and/or to obtain support through endorsements. These will include 1-2 meetings with law enforcement.
9. Participate in presentations before city councils or the County Board of Supervisors.
10. Participate in the evaluation of the youth access project with TEC Evaluator.

11. Develop 1-2 media articles in coordination with the TEC media consultant about assessment results and/or advocacy activities. Submit articles for review and approval to TPP staff.
12. Convene a youth and adult year-end meeting with all groups to assess campaign successes, challenges, and learning lessons.

**B. Training and Technical Assistance**

1. Create new one-year Memorandum of Understandings with 3 community partner organizations: Jefferson Union High School District, Asian American Recovery Services (AARS), and El Concilio (or another CBO that serves underserved communities) to conduct TRL education and policy support activities. Specific deliverables and roles for the CBOs are outlined in Exhibit A, Attachments 1-3.
2. Provide 3-4 trainings to partner CBOs and TEC membership that may include, but will not be limited to: Midwest Academy Chart development and action planning, media advocacy, youth access to tobacco introduction, public speaking and presentation development, conducting youth tobacco purchase survey operations, and Tobacco 101.



**Attachment 1**  
**Youth Leadership Institute (YLI)**  
**Community Partner Organization Activities**

Partner Organization: Asian American Recovery Services  
MOU Period: October 1, 2007 through September 30, 2008

- 1) Engage 10-12 youth in all project activities.
- 2) Youth group will meet between 6-12 times during the MOU period.
- 3) Conduct assessment activities in identified local jurisdictions that may include: researching STAKE Act data; conducting Youth Purchase Surveys; and updating informational packets on the benefits of TRL.
- 4) Review and revise Midwest Academy Chart.
- 5) Develop 1-2 media articles in coordination with the TEC media consultant about assessment results or advocacy activities. Articles will be submitted for review and approval to YLI staff for submission to TPP staff.
- 6) Conduct 3-5 presentations or in-person meetings to community groups and stakeholders for community education about TRL and/or to obtain endorsements. These will include 1-2 meetings with law enforcement.
- 7) Participate in relevant Countywide meetings about tobacco retail license including general Tobacco Education Coalition meetings.
- 8) Develop one presentation to decision-makers advocating for consideration of TRL policy.
- 9) Participate in the evaluation of project with TEC Evaluator.

**Attachment 2**  
**Youth Leadership Institute (YLI)**  
**Community Partner Organization Activities**

Partner Organization: Jefferson Union High School District  
MOU Period: October 1, 2007 through September 30, 2008

- 1) Engage 5-8 youth in project activities.
- 2) Youth group will meet between 6-12 times during the MOU period.
- 3) Review and revise Midwest Academy Chart.
- 4) Participate in relevant Countywide meetings about TRL including general Tobacco Education Coalition meetings.
- 5) Develop 1-2 media articles in coordination with the TEC media consultant. Articles will be submitted for review and approval to YLI staff for submission to TPP staff.
- 6) Conduct 3-5 presentations or in-person meetings to community groups and stakeholders for community education about TRL and/or to obtain endorsements. These will include 1-2 meetings with law enforcement.
- 7) Conduct 1 presentation or meet with decision-makers about youth access to tobacco and TRL policies.
- 8) Participate in the evaluation of project with TEC Evaluator.



**Attachment 3**  
**Youth Leadership Institute (YLI)**  
**Community Partner Organization Activities**

Partner Organization: El Concilio or other organization serving the underserved communities in San Mateo County

MOU Period: October 1, 2007 through September 30, 2008

- 1) Engage 5-8 youth in all project activities.
- 2) Youth group will meet between 6-12 times during the MOU period.
- 3) Work with YLI and Tobacco Prevention Program to determine potential target jurisdiction for youth access work.
- 4) Complete a Midwest Academy Chart to determine strategy for work.
- 5) Conduct assessment activities in identified local jurisdictions that may include: researching STAKE Act data; conducting Youth Purchase Surveys (the number of surveys will be equal to 50% of the known tobacco retailers in the chosen jurisdiction); and collecting/analyzing Public Opinion Surveys (250).
- 6) Develop 1-2 media articles in coordination with the TEC media consultant about assessment results or advocacy activities. Articles will be submitted for review and approval to YLI staff for submission to TPP staff.
- 7) Conduct 2-3 presentations or in-person meetings to community groups and stakeholders for community education about TRL and/or to obtain endorsements. These will include 1-2 meetings with law enforcement.
- 8) Participate in relevant Countywide meetings about TRL including general Tobacco Education Coalition meetings.
- 9) Participate in the evaluation of project with TEC Evaluator.

## **Exhibit "B"**

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

### **I. Amount and Method of Payment**

1. Contractor shall submit monthly invoices and financial statements for services provided by the tenth (10<sup>th</sup>) day following the end of the invoiced month. Invoices will be based upon actual expenditures against line item expenses as outlined in the program budget included as Exhibit "B" Attachment 1 and upon demonstrated progress through required progress reports.
2. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Exhibit A and its attachments.
3. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must first be corrected and a new invoice must be submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.
4. In any event the maximum amount of payments for the term of the Agreement shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000).



Youth Leadership Institute  
SMC Tobacco Prevention Program  
October 1, 2007 to September 30, 2008

EXHIBIT B - ATTACHMENT 1

\$ 105,000

<b>I. Personnel and Fringe benefits</b>	<u>FTE</u>	<u>Total</u>
Sr Program Director - Amanda	0.2500	\$ 16,125
Program Coordinator - Kali	0.7250	<u>29,000</u>
<b>Total Payroll</b>		\$ 45,125
<b>Fringe Benefits</b>		<u>\$ 11,281</u>
<b>Subtotal</b>		\$ 56,406
 <b>II. Operating Expenses</b>		
Program materials and supplies		1,400
Equipment		2,203
Telephone		1,500
Program Assistant/Stipends for youth coalition members		3,000
Rent		<u>3,750</u>
<b>Subtotal</b>		\$ 11,853
 <b>III. Travel</b>		
Travel		<u>\$ 1,100</u>
<b>Subtotal</b>		\$ 69,359
 <b>Total Costs</b>		
I. Personnel and fringe		\$ 56,406
II. Operating expenses		11,853
III. Travel costs		1,100
IV. Indirect costs - 10%		5,641
V. In Kind/Other/Pass Through		<u>\$ 30,000</u>
 <b>Total budget</b>		<b>\$ 105,000</b>

ATTACHMENT I

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.

Maureen Sedonaen

Name of 504 Person - Type or Print

Youth Leadership Institute

Name of Contractor(s) - Type or Print

700 S. Claremont, Suite 231

Street Address or P.O. Box

San Mateo, CA 94402

City, State, Zip Code

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

Cay E. Lopez

Signature

VP CBP - Bay Area

Title of Authorized Official

08/27/07

Date

\*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."

# FINGERPRINTING CERTIFICATION FORM

Agreement with

YOUTH LEADERSHIP INSTITUTE

For

Youth access to tobacco data gathering, community education, and policy advocacy.

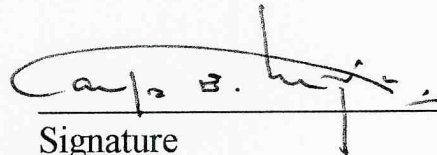
Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Maureen A. Sedonaen

Name

President/CEO

Title



Signature

08/28/08

Date



**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Youth Leadership Institute	Phone:	650-347-4963
Contact Person:	Amanda Cue	Fax:	650-347-4047
Address:	700 S. Claremont, Suite 231 San Mateo, CA 94402		

**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)

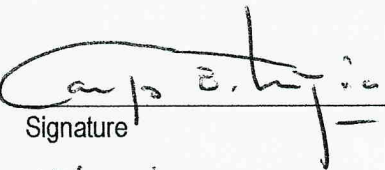
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ 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  
08/22/02  
Date

Carlos E. Mejia  
Name  
VP CBP - Bay Area  
Title

TO: Heather Cross

## CONTRACT INSURANCE APPROVAL

DATE: July 2, 2007

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Aimee Wong

PHONE: x2033 FAX: 573-2116 PONY: HLT 312

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

CONTRACTOR NAME: Youth Leadership Institute

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: +15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor shall recruit and train four local youth coalitions to educate young people about the harms of tobacco and policy work, conduct data collection regarding accessibility of tobacco, and educate policymakers about the benefits of local tobacco retail licenses.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1 mil	<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:

Faiza Steele  
Faiza Steele  
Risk Management Analyst

8/14/07  
Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/28/07

PRODUCER LIC #0619252 1-925-463-9672  
Tanner Insurance Brokers  
A Division of UnionBanc Insurance Services, Inc.  
4480 Willow Road

Pleasanton, CA 94588-2710

INSURED  
Youth Leadership Institute  
Attn: Dave Johnson  
555 Northgate Drive, Ste 265

San Rafael, CA 94903

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

INSURER A: Alliance of Nonprofits for Insurance  
INSURER B: Endurance Specialty Insurance  
INSURER C: North American Elite Ins.  
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	200705852NPO	05/13/07	05/13/08	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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"/> NON-OWNED AUTOS	200705852NPO	05/13/07	05/13/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WEN000056202	06/08/07	06/08/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	OTHER Employee Dishonesty Professional Liability	CWB00061130105852 200705852NPO	05/13/07 05/13/07	05/13/08 05/13/08	\$ 100,000 Each Occurrence \$ 1,000,000 \$

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

County of San Mateo is named as an additional insured as respects to the General Liability per the attached endorsement.

\*30 day notice except 10 days for non-payment of premium.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

County of San Mateo  
Attn: Heather Cross  
225 37th Avenue  
San Mateo, CA 94403

USA

## 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

*Heather B. Cross*



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.