

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ADVANCE RECRUITMENT SOLUTIONS**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
ADVANCE RECRUITMENT SOLUTIONS, hereinafter called "Contractor";

WITNESSETH:

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 a variety of recruitment advertising services to the Human Resources Department.

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

Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

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, including the County's exercise of its options to extend the Agreement by two additional one-year terms, exceed three-hundred seventy-five thousand dollars, \$375,000.00.

Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2008 through September 30, 2011. The parties further acknowledge and agree that the County, in its sole discretion, has the option to extend the term of this Agreement by two additional one-year periods through September 30, 2013, as set forth below in paragraph 14..

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

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

5. 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. County's Option to Extend Term of Agreement

The County, in its sole discretion, has the option to extend the term of this Agreement by two one-year terms until September 30, 2013. In order to exercise its first option to extend, the County must inform the Contractor of its intention in a writing signed by the County's Director of Human Resources no later than September 30, 2011. In order to exercise its second option to extend, the County must inform the Contractor of its intention in a writing signed by the County's Director of Human Resources no later than September 30, 2012.

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:

In the case of Contractor, to:

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

COUNTY OF SAN MATEO

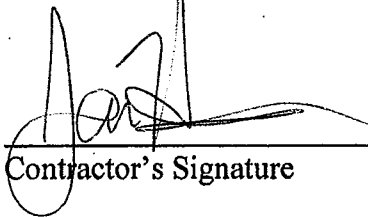
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ADVANCE RECRUITMENT SOLUTIONS



Contractor's Signature

Date: 8-19-08

EXHIBIT "A"

SERVICES PROVIDED TO SAN MATEO COUNTY HUMAN RESOURCES DEPARTMENT BY ADVANCE RECRUITMENT SOLUTIONS

A. Work with the Human Resources Department (HRD) on recruitment advertising projects:

1. Suggest and implement creative methods for attracting diverse groups of qualified candidates to County employment.
2. Upon request, research, compose, edit and place advertisements in a variety of publications, newsletters, in print and on the internet. Edit online job advertisement as necessary.
3. When necessary, research, compose, edit and deliver advertisements for a variety of multi-media to include PSAs, radio, television, video, etc.
4. Design marketing and/or multi-media plans as requested.
5. Provide same day confirmation of ads, which includes links to web/online postings.
6. Provide drafts of ads (including display ads) and costs for ads no later than 48 hours after request, unless otherwise noted (exceptions may include hard-to-fill and/or executive level recruitments.)
7. Upon request, research and distribute recruitment information to appropriate professional associations and individuals on direct mailing list(s).
8. Provide routine informational "blasts" to Personnel Analysts outlining upcoming special events, professional conferences, career fairs, etc. that may be of interest to HRD staff in order to attract qualified candidates at/from those events.
9. Provide HRD Management with a monthly advertising report/summary which should include, but not be limited to: Personnel Analyst who requested the ad/service, job title of the ad/service and cost of the ad/service.
10. Act as liaison between advertising/marketing solicitors and County HRD.

B. Provide effective evaluation services:

1. Meet with the Analyst on an as-needed basis to discuss current or future projects.
2. Meet at least quarterly with all Analysts (at regularly held Analyst staff meeting) to discuss success of ad placements and provide feedback and options on new ways to market/advertise.

3. Continually review services and expectations to enhance end results.
4. Act as a resource to ensure that ad/service requests are done correctly and to specifications. Whenever in dispute, will work cooperatively and diligently to correct any errors and/or mistakes and rectify situation, including erroneous billing/invoicing errors and/or mistakes.
5. At no additional cost, provide tear sheet (ad confirmation) along with invoices.
6. When forwarding invoices, will direct invoice to Personnel Analyst or HRD staff who initiated the request for ad/service. This will ensure timely review and approval of the invoice as well as ensuring timely payment processing.

EXHIBIT "B"

PAYMENTS AND RATES – ADVANCE RECRUITMENT SOLUTIONS

Commission Structure

Prices are the same, or less than what the County would pay if it were to advertise directly with a commissionable media, such as the *San Francisco Chronicle* or *San Jose Mercury News*. ADVANCE does not charge an additional fee to place an ad in any commissionable media. In addition, ADVANCE does not charge for ad copywriting or creative design/development for any commissionable media.

Non-Commission Structure

ADVANCE charges a 15% (industry standard) fee when placing a print ad in a non-commissionable media. These fees cover copywriting, creative design, edits, confirmation, HTML coding (if print ad is in conjunction with a web posting) and the cost to generate an invoice.

General Information

ADVANCE shall invoice the County on a weekly basis and will provide tear sheets from any print ads run, along with any copies of internet postings. ADVANCE will mail invoices which will include the recruiter's name and the title of the position being recruited for.

The County's fiscal obligation shall not exceed two-hundred twenty-five thousand dollars (\$225,000.00) for services provided during the original term of this Agreement. If the County exercises its option(s) to extend the Agreement, the County fiscal obligation for each such option year shall not exceed seventy-five thousand dollars (\$75,000) and the County's maximum total fiscal obligation (*i.e.*, if both options are exercised) shall not exceed three-hundred seventy-five thousand dollars (\$375,000).

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

I. CONTRACTOR INFORMATION

Contractor Name:	Advance Recruitment Solutions	Phone:	650-261-1060
Contact Person:	Jan Herwitz	Fax:	650-261-1061
Address:	652 Bair Island Rd. Ste 301 Redwood City, CA 94063		

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)

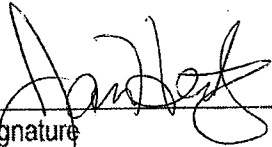
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- 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
 8-19-08

 Date

JAN HERWITZ

 Name
 Sr. Acct. Supervisor

 Title

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RS
ADVAN-1

DATE (MM/DD/YYYY)
08/19/08

PRODUCER
MacCorkle Insurance Service
CA License #0606920
1650 Borel Place, Suite 100
San Mateo CA 94402
Phone: 650-349-2364 Fax: 650-349-4631

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

Advance Recruitment Solutions
652 Bair Island Rd. #301
Redwood City CA 94063

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins. Co.	29424
INSURER B: Republic Indemnity Co.	
INSURER C: Axis Surplus 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.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL claims made <input type="checkbox"/> ea claim/aggreat GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBQAZ3416	08/19/08	08/19/09	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
						Empl Bene	2mm/4mm
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	57SBQAZ3416	08/19/08	08/19/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						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 AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	57SBQAZ3416	08/19/08	08/19/09	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	17077102	10/27/07	10/27/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Professional Liabi	ENN582445	09/28/07	09/28/08	Limit	\$1,000,000
						Deductibl	\$10,000

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

Certificate holder to be named additional insured as their interests may appear. RE: work done under contract. This insurance is primary and non-contributory. *10 day notice of intent to cancel due to nonpayment of premium shall apply.

CERTIFICATE HOLDER

CANCELLATION

SMCRE00
County of San Mateo
Human Resources Department
Recruitment & Selection Mgr
455 County Center, 5th Fl
Redwood City CA 94063

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
Rose Sabrin

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CONTRACT INSURANCE APPROVAL

DATE: August 28, 2008
TO: Faiza Steele FAX: 363-4810 PONY: HRD 163
FROM: Rocio Kiryczun
PHONE: 7844 FAX: 4122 PONY: HRD121

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

CONTRACTOR NAME: **Advance Recruitment Solutions**

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? **No**

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: **1+**

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: **Recruitment advertising services**

The following will be completed by Risk Management:

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

REMARKS/COMMENTS:

Faiza Steele
Risk Management Signature

9/3/08
Date

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SPIN RECRUITMENT ADVERTISING**

THIS AGREEMENT, entered into this 1st day of October, 2008,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SPIN
RECRUITMENT ADVERTISING, hereinafter called "Contractor";

WITNESSETH:

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 a variety of recruitment advertising services to the Human Resources Department.

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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. County's Option to Extend Term of Agreement

The County, in its sole discretion, has the option to extend the term of this Agreement by two one-year terms until September 30, 2013. In order to exercise its first option to extend, the County must inform the Contractor of its intention in a writing signed by the County's Director of Human Resources no later than September 30, 2011. In order to exercise its second option to extend, the County must inform the Contractor of its intention in a writing signed by the County's Director of Human Resources no later than September 30, 2012.

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:

In the case of Contractor, to:

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

SPIN RECRUITMENT ADVERTISING

Traci A. Dondanville
Contractor's Signature

Date: 8/21/08

EXHIBIT "A"

SERVICES PROVIDED TO SAN MATEO COUNTY HUMAN RESOURCES DEPARTMENT BY SPIN RECRUITMENT ADVERTISING

A. Work with the Human Resources Department (HRD) on recruitment advertising projects:

1. Suggest and implement creative methods for attracting diverse groups of qualified candidates to County employment.
2. Assist with generating a brand for HRD as well as ways to market that brand and the County as an employer of choice.
3. Upon request, research, compose, edit and place advertisements in a variety of publications, newsletters, in print and on the internet. Edit online job advertisement as necessary.
4. When necessary, research, compose, edit and deliver advertisements for a variety of multi-media to include PSAs, radio, television, video, etc.
5. Design marketing and/or multi-media plans as requested.
6. Provide same day confirmation of ads, which includes links to web/online postings.
7. Provide drafts of ads (including display ads) and costs for ads no later than 48 hours after request, unless otherwise noted (exceptions may include hard-to-fill and/or executive level recruitments.)
8. Upon request, research and distribute recruitment information to appropriate professional associations and individuals on direct mailing list(s).
9. Provide routine informational "blasts" to Personnel Analysts outlining upcoming special events, professional conferences, career fairs, etc. that may be of interest to HRD staff in order to attract qualified candidates at/from those events.
10. Provide HRD Management with a monthly advertising report/summary which should include, but not be limited to: Personnel Analyst who requested the ad/service, job title of the ad/service and cost of the ad/service.
11. Act as liaison between advertising/marketing solicitors and County HRD.

B. Provide effective evaluation services:

1. Meet with the Analyst on an as-needed basis to discuss current or future projects.

2. Meet at least quarterly with all Analysts (at regularly held Analyst staff meeting) to discuss success of ad placements and provide feedback and options on new ways to market/advertise.
3. Continually review services and expectations to enhance end results.
4. Act as a resource to ensure that ad/service requests are done correctly and to specifications. Whenever in dispute, will work cooperatively and diligently to correct any errors and/or mistakes and rectify situation, including erroneous billing/invoicing errors and/or mistakes.
5. At no additional cost, provide tear sheet (ad confirmation) along with invoices.
6. When forwarding invoices, will direct invoice to Personnel Analyst or HRD staff who initiated the request for ad/service. This will ensure timely review and approval of the invoice as well as ensuring timely payment processing.

EXHIBIT "B"

PAYMENTS AND RATES – SPIN RECRUITMENT ADVERTISING

Commission Structure

Media costs for print (newspapers and trade journals) and website ads are determined by published rate cards and are based on the amount of space ordered from the media. SPIN begins by obtaining the lowest possible rate from the media and then shall provide the County with a rebate on the media commission.

Advertising agencies earn most of their income from the media, which reimburses the advertising agency a 15% commission on all media placements. SPIN, however, offers a standard 13% commission structure yielding a rebate of 3.95% on our commission.

For example:

Media Charge	\$1,000.00
Less 15% Agency Discount	<\$150.00.00>
Agency's Cost	\$ 850.00
SPIN Markup @ 13%	\$ 110.50
Ad Placement Fee	<u>\$ 30.00</u>
Media Cost to Client	\$990.50

* If you were to go direct to the media, the ad would have cost \$1,000.

Non-Commission Structure

In cases where there is no commission offered by the media, the standard advertising agency markup is 17.65% to yield a 15% commission. SPIN will only mark up the media rate by 13%, therefore saving you 4.65% over other agencies.

For example:

Media Charge	\$1,000.00
SPIN Markup	\$130.00
Ad Placement Fee	<u>\$30.00</u>
Media Cost to Client	\$1,160.00

Detailed invoices are sent out on a weekly basis and shall include recruiter's name and title of position recruited for, etc. All invoices will be accompanied by a copy of the ad referenced in the invoice.

SPIN will work closely with the County of San Mateo Human Resources Department to monitor and control costs through monthly budget recaps. The monthly activity log breaks down your advertising costs by job title, media, date and total cost.

The County's fiscal obligation shall not exceed two-hundred twenty-five thousand dollars (\$225,000.00) for services provided during the original term of this Agreement. If the County exercises its option(s) to extend the Agreement, the County fiscal obligation for each such option year shall not exceed seventy-five thousand dollars (\$75,000) and the County's maximum total

fiscal obligation (*i.e.*, if both options are exercised) shall not exceed three-hundred seventy-five thousand dollars (\$375,000).

L:\CLIENT\H_DEPTS\HUMAN RESOURCES\2008\Contracts & RFPs\AGREEMENT SPIN v2.doc

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

I. CONTRACTOR INFORMATION

Contractor Name:	Spin Recruitment Adv.	Phone:	925-944-6060
Contact Person:	Traci Dondanville	Fax:	925-944-6063
Address:	712 Bancroft Rd. #521 Walnut Creek, CA 94598		

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.

Traci A. Dondanville
Signature
8/21/08
Date

Traci A. Dondanville
Name
President
Title

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2008

PRODUCER (925)935-0545 FAX (925)935-0486
 Nourse Insurance Brokers, Inc.
 License #0508345
 590 Lennon Lane-Suite 160
 Walnut Creek, CA 94598-0868

INSURER: SPIN RECRUITMENT, INC.
 1575 TREAT BLVD STE 125
 WALNUT CREEK, CA 94598

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Ins. Co.	29424
INSURER B:	Guard Insurance Group	000000
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L TR. NSRD	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	57SBAAW1683	05/07/2008	05/07/2009	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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
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	57SBAAW1683	05/07/2008	05/07/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					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/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SPWC914742	04/04/2008	04/04/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Evidence of Coverage Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Cynthia Rucker, CISR/CKR *Cynthia K. Rucker*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Policy Information Page Endorsement

[1] Named Insured and Mailing Address

SPIN RECRUITMENT, INC.
 1575 Treat Blvd
 Suite 125
 Walnut Creek, CA 94595

Federal Employer's ID 20-0885154

Agency

NOURSE INS. BROKERS, INC.
 590 Lennon Lane
 Suite 160
 Walnut Creek, CA 94598
 Agency Code: CAUVIS44

Insured is Corporation

[2] Policy Period

From April 04, 2008 to April 04, 2009, 12:01 AM, standard time at the insured's mailing address.

Endorsement

Endorsement #2, effective on the date shown below, 12:01 AM, standard time, changes the listed items. All other terms and conditions of the policy remain unchanged.

WC890415 - Payroll - Eff. 04/04/2008

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: California
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:

Bodily Injury by Accident - each accident	\$1,000,000
Bodily Injury by Disease - each employee	\$1,000,000
Bodily Injury by Disease - policy limit	\$1,000,000
- C. Other States Insurance - **Part Three** of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, West Virginia, and Wyoming.
- D. This policy includes these endorsements and schedules:

See Extension of Information Page - Schedule of Forms - WC 040004

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$	1,299
Total Surcharges/Assessments	\$	45
Total Estimated Cost	\$	1,344



Esurance Insurance Services, Inc.
P. O. Box 5250
Sioux Falls, SD 57117-5250
1-800-ESURANCE (1-800-378-7262)

Esurance Property and Casualty
Insurance Company
650 Davis Street
San Francisco, CA 94111

Personal Automobile Policy - Renewal

Policy Number	Effective Date	Expiration Date	Policy Term
PACA-002150905	May 14, 2008	November 14, 2008 @ 12:01 AM	6 Months
Primary Insured and Address		Rated Operators	

TRACI DONDANVILLE
156 FOXGLOVE LANE
WALNUT CREEK, CA 94597
Email: tracid@spinrecruitment.com

1 Traci A Dondanville
Principal

Vehicle #	Year	Vehicle Description	Vehicle Identification Number
2	2007	Volvo-XC90 T6 AWD	YV4CZ982371346333

Coverage is provided only where a premium and limit or deductible are shown	Vehicle 2		Vehicle		Vehicle		Vehicle	
	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible
BODILY INJURY	100,000/person	119.00						
	300,000/accdnt							
PROPERTY DAMAGE	100,000/accdnt	94.00						
MEDICAL PAYMENT	5,000/accdnt	15.00						
UNDER/UNINSURED BI	100,000/person	11.00						
	300,000/accdnt							
UMPD/CDW		6.00						
COLLISION		150.00	1000					
COMPREHENSIVE		33.00	1000					
FULL TERM PREMIUM		428.00						
STATE MANDATED FEES		.90						
FINANCE COMPANY NOTIFICATION FEE		3.00						

Important: Please read your California Personal Auto Policy carefully as it contains language that will restrict or exclude coverage, particularly to drivers of your vehicle who are not listed on the policy. The policy specifically addresses who may use your vehicle and under what conditions coverage will be provided. In some cases, an unlisted driver or permissive user will have liability limits reduced to the state's minimum requirements, which, in California are currently \$15,000 per person / \$30,000 per accident for both bodily injury and \$5,000 for property damage. You may purchase additional coverage by contacting the company. Please also refer to the Amendment of Policy Provisions Unlisted Operator PA 00 01 12/01 attached to the Personal Auto Policy.

FULL TERM PREMIUM

\$ 431.90

This policy is effective at 12:01 AM on the date shown or the time the policy was purchased, whichever is later.



Esurance Insurance Services, Inc.
 P. O. Box 5250
 Sioux Falls, SD 57117-5250
 1-800-ESURANCE (1-800-378-7262)

Esurance Property and Casualty
 Insurance Company
 650 Davis Street
 San Francisco, CA 94111

Personal Automobile Policy - Renewal Cont'd

Policy Number	Effective Date	Expiration Date	Policy Term
PACA-002150905	May 14, 2008	November 14, 2008 @ 12:01 AM	6 Months
Primary Insured and Address		Rated Operators	

TRACI DONDANVILLE
 156 FOXGLOVE LANE
 WALNUT CREEK, CA 94597
 Email: traclid@spinrecruitment.com

1 Traci A Dondanville Principal

Loss Payees, Additional Insured, Lessors, and Lien Holders

Vehicle #	Loss Payee, Additional Insured, Lessor, and Lien Holder Information
2	Volvo Car Fianance N 1700 Jay Ell Drive Richardson TX 75081

Forms and Endorsements made as a part of this policy at the time of issue

- IL P 001 01 04 US Treasury OFAC Notice
- PA 00 02 04 04 RENTAL REIMBURSEMENT COV
- PA 00 49 10 07 Officer Signatory 2008/03
- PA 06 31 05 07 Loss Payable Clause
- PP 00 01 06 98 Personal Auto Policy
- PP 01 69 02 00 Amendment of Policy Prov
- PP 03 01 08 86 Fed EmPLY using auto-Gov
- PP 03 19 08 86 Additional Insured-Lesso
- PP 13 01 12 99 Damage Exclusion (Diminu
- PA 00 01 12 01 Amend Prov - Unlisted Op
- PP 04 87 02 04 Uninsd Motorist Covg-Cal

Authorized Representative

Date Issued : May 04, 2008

CONTRACT INSURANCE APPROVAL

DATE: August 28, 2008
TO: Faiza Steele FAX: 363-4810 PONY: HRD 163
FROM: Rocio Kiryczun
PHONE: 7844 FAX: 4122 PONY: HRD121

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

CONTRACTOR NAME: **Spin Advertising**

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? **No**

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: **1+**

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: **Recruitment advertising services**

The following will be completed by Risk Management:

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

9/3/08
Date