



AGREEMENT BETWEEN
COUNTY OF SAN MATEO,
CITY OF REDWOOD CITY

AND

REDWOOD CITY SCHOOL DISTRICT

For the Period of

JULY 1, 2008 THROUGH JUNE 30, 2010

Agency Contact Person:
Deborah Torres, Director
Prevention and Early Intervention Services
Human Services Agency
650.599.3831

**AGREEMENT BETWEEN COUNTY OF SAN MATEO,
THE CITY OF REDWOOD CITY, AND REDWOOD CITY SCHOOL DISTRICT
(Redwood City Community Schools)**

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County," the CITY OF REDWOOD CITY, a municipal corporation of the State of California, hereinafter called "City", and the REDWOOD CITY SCHOOL DISTRICT, hereinafter called "District"; all of which entities are referred to collectively as the "Parties" for the Redwood City Community Schools (formerly identified as Redwood City Family Centers).

W I T N E S S E T H :

WHEREAS, it is necessary and desirable that the Parties enter into an Agreement to continue the Redwood City Community Schools (formerly identified as Redwood City Family Centers) to provide coordination and administrative support to interagency school based family resource centers at Taft, Fair Oaks, Hoover and Kennedy Schools, which provide human services, health services, educational support and community development activities to a community of approximately 3,000 residents.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose**

The Parties are entering into this Agreement for the sole purpose of providing assistance to and allowing the continuation of the Redwood City Community Schools. The Redwood City Community Schools exist for six major purposes to:

- a. Increase the academic achievement and access to educational opportunities for the families.
- b. Contribute to an improved sense of well being and to develop skills to assist neighborhood families and their children to cope with life stressors.
- c. Improve the physical and emotional health of the communities served.
- d. Secure the participation of members of the community in the implementation of neighborhood improvement efforts.
- e. Improve neighborhood safety.
- f. Provide prevention and early intervention counseling, support and education programs and services that promote healthy families and developmental assets for children.

2. **Term**

This Agreement shall be binding on the Parties upon execution of this Agreement by all Parties. This Agreement shall be effective July 1, 2008 and shall continue in effect through June 30, 2010. Funding for future fiscal years will be negotiated and reflected in a form of an amendment to the Agreement.

3. **Termination**

Any party may withdraw from this Agreement by giving the other Parties sixty (60) days written notice. The rights and obligations of the terminating party terminate Sixty (60) days after notice is given.

4. **Relationship between Redwood City Community Schools and Redwood City 2020**

- A. Redwood City 2020, a collaborative group that includes the City of Redwood City, Redwood City School District, Sequoia Union High School District, San Mateo County, Sequoia Healthcare District, Kaiser Permanente and the John W. Gardner Center for Youth and Their Communities (Stanford University), shall provide leadership and support to the Redwood City Community Schools by assisting the Redwood City School District and the Director of School Community Partnerships to develop ongoing resources to support community school collaboration and assess success in reaching agreed upon outcomes.
- B. The Redwood City School District employs the Director of School Community Partnerships and the Community School Coordinators located at Fair Oaks, Hoover, Taft and Kennedy. The District is a partner in Redwood City 2020 and the lead agency for community school implementation.
- C. Redwood City 2020 Governance groups meet monthly to monitor progress in the Collaborative's program priority areas: community schools, the Sequoia High School Teen Resource Center and Wellness Center, and community youth development. The City of Redwood City and the San Mateo County Human Services Agency contribute directly to the support of the community schools through this contract.
- D. At each community school site there are numerous program partners who provide program staff that in turn provide services to children and families. These partners include public, private and nonprofit organizations. Each partner works both with the Director of School Community Partnerships and the Community School Coordinator to tailor programs to the needs of the school and community, establish and monitor success in achieving outcomes and securing resources to support programs.
- E. The Redwood City School District accepts responsibility for the following functions:

1. Establish operating agreements for the Redwood City Community Schools.
2. Oversee the activities of the Redwood City Community Schools.
3. Coordinate joint supervision of staff working in Community Schools.
4. In collaboration with Redwood City 2020, designate standards and criteria for evaluation of the work completed by the Redwood City Community Schools.
5. Assist with the development of resources to support the program.
6. Approve the budget and commitment of resources.
7. Supporting the establishment of school based structures that allow for participation by school staff, parents, neighborhood representatives, and the community at large, in the program.
8. Oversee the reporting of information to the program's funders.

5. **Organizational Strategies**

The Redwood City Community Schools exist to 1) provide coordinated student and family support services, which are delivered through an interagency-integrated service delivery system; 2) support and encourage authentic involvement by parents and caregivers in ensuring the success of students; 3) implement a positive, asset-based approach to enable all students to participate in learning and leadership development opportunities.

6. **Redwood City Community Schools Staff**

It is understood that the Redwood City Community Schools will require the services of a Community School Director, school based Community School Coordinators and administrative support staff. The Redwood City School District is responsible for hiring and supervising these staff members.

7. **Non-Discrimination**

Parties shall comply with the non-discrimination requirements as described below and as stated in Exhibit C and Exhibit D:

A. **Section 504 of the Rehabilitation Act of 1973**

- (1) Pursuant to Section 504 (Public Law 93-112), the Parties agree that no otherwise qualified disabled 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 contract.
- (2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits; aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Parties shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment** Parties shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. City and District's nondiscrimination policies shall be made available to County upon request.

D. **Equal Benefits Compliance** With respect to the provision of employee benefits, Parties will 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.

E. **Jury Duty Compliance** with Employee Jury Service Ordinance. Parties 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 deducts from the employees regular pay the fees received for jury service.

8. **Child Abuse Prevention and Reporting**

Parties agree to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Parties agree to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Parties will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Parties agree that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom City and District's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and City and District's sole expense.

9. **Assignments and Subcontracts**

- A. Without the written consent of the Director of Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment

by City and or District, without the written consent of the Director of Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

- B. City and or District shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Director of Human Services Agency or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Parties under this Agreement, and Parties shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All Agreements between City and or District and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Insurance**

- A. The Parties 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 the Director of Human Services Agency and Parties shall use diligence to obtain such issuance and to obtain such approval. The District and the City shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the District's coverage to include the contractual liability assumed by the District 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 Human Services Agency 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 District and the City shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the District makes the following certification, required by Section 1861 of the California Labor Code:

The District and the City are 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 Parties shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them 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 District's operations under this Agreement, whether such operations be by themselves 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. A program of self-insurance in lieu of insurance and proof of such a program is also acceptable in fulfilling the requirements of this paragraph.

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

- B. After one (1) year from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Parties. 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.
- C. 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 at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

11. **Hold Harmless**

- A. Each Party hereto ("indemnitors") hereby agrees to defend, indemnify, and save harmless the other Parties and their respective governing boards, councils, officers, boards, agents and employees (collectively, "Indemnities") against and from any and all claims, suits, actions of every name, kind, and description, which may be brought against indemnities, or any of them, by reason

of any injury or death of, any person (including corporations, partnerships, and association) or damage suffered or sustained by any such person solely arising from any act or omission to act, negligent or otherwise, of indemnitors, their officers, agents, or employees under this Agreement.

B. In the event of concurrent negligence of any of the Parties, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of term and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

12. **Parties Provision of Funding**

A. For Fiscal Year 2008-09 each of the Parties shall contribute the following sums annually to support the work of the Redwood City Community Schools as referenced herein as Exhibit A:

County of San Mateo	\$ 113,676
City of Redwood City	\$ 100,000
Redwood City School District	\$ 90,000

B. The Redwood City School District is authorized to receive money on behalf of the Redwood City Community Schools and deposit same into a special deposit account in the Redwood City School District’s General Fund. The money received on behalf of the Redwood City Community Schools shall be dispersed as requested by the Redwood City Director of School and Community Partnerships in writing, subject to administrative procedures of the District.

C. At no time is the District under any obligation to disperse monies to the Redwood City Community Schools in excess of the money on deposit. The parties acknowledge that monies received by the District will not be available for disbursement for three (3) business days after the funds have been deposited by the District, or for a longer period, as deemed appropriate by the District’s Finance Director.

D. For Fiscal Year 2008-09, The County agrees to transfer to District their initial contribution in the amount of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$113,676), and the City agrees to transfer to District, their initial contributions in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000), within sixty (60) days of the date of the execution of this Agreement as referenced herein as Exhibit B.

- E. Funds for Fiscal Year 2009-10 will be negotiated by the Parties and reflected in the form of a written amendment to this Agreement.

13. **Records**

- A. The Parties agree to keep adequate records to satisfy the respective requirements of each of the Parties. The Human Services Agency staff will participate in the program evaluation.
- B. The right of privacy shall be guaranteed to the students and their families in accordance with the Family Rights and Privacy act, State or Federal law, federal grant guidelines and the party's respective procedures regarding confidentiality.

14. **Compliance with Applicable Laws**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, confidentiality, civil rights, and quality assurance. Parties will timely and accurately complete, sign, and submit all necessary documentation of compliance.

15. **Entire Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the Parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

16. **Interpretation and Enforcement**

- A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

Linda Holman, Human Services Manager
Human Services Agency
2500 Middlefield Road
Redwood City, CA 94063

- 2) In the case of City of Redwood City, to:
Peter Ingram, City Manager
1017 Middlefield Road
Redwood City, CA 94063
- 3) In the case of Redwood City School District, to:
Jan Christensen, Superintendent
Raul Parungao, Chief Business Official
750 Bradford Street
Redwood City, CA 94063

17. **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.

18. **Counterparts**

This Agreement may be executed in Counterparts, each of which shall be deemed an original.

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

COUNTY OF SAN MATEO

By: _____

Adrienne J. Tissier, President,
Board of Supervisors

Date: _____

ATTEST: _____
Clerk of Said School Board

Date: _____

REDWOOD CITY SCHOOL DISTRICT

By: _____

Date: _____

By: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

CITY OF REDWOOD CITY, a Municipal
Corporation of the State of California

By: _____

Date: _____

Exhibit A

**AGREEMENT BETWEEN COUNTY OF SAN MATEO,
THE CITY OF REDWOOD CITY AND REDWOOD CITY SCHOOL DISTRICT**

**PROGRAM DESCRIPTION (Redwood City Community Schools)
July 1, 2008 through June 30, 2010**

A. Funding from this Agreement will:

- i) Maintain four Community Schools, located at Taft, Hoover, Fair Oaks and John F. Kennedy Schools, staffed with an on-site Community School coordinator, and clerical support that will be employed by the Redwood City School District.
- ii) Provide families in the school's district with information and referrals (I&R); counseling, support and education services; Economic Self-Sufficiency programs access and eligibility determination; Medi-cal outreach; and Parent Involvement and Leadership.
- iii) Provide a yearly evaluation, due within 90 days of the end of the fiscal year, which demonstrates services delivered and the outcome of those services on the academic progress of the children served using the SAT9 and SABLE scores. This report will be provided by the Director of School and Community Partnerships.

B. Monitoring:

The Human Services Manager will monitor this Agreement and meet quarterly with the Director of School and Community Partnerships.

These meetings will review:

- i) The functions of the programs at each site.
- ii) Numbers of clients served
- iii) Services provided.

Exhibit B

**AGREEMENT BETWEEN COUNTY OF SAN MATEO,
THE CITY OF REDWOOD CITY AND REDWOOD CITY SCHOOL DISTRICT
(Redwood City Community Schools)**

**PAYMENT SCHEDULE
July 1, 2008 through June 30, 2010**

I. PAYMENTS

In full consideration of the term pursuant to this Agreement, and subject to the provisions of funding in paragraph 12.A of this Agreement herein, payment shall be made upon receipt of District's invoice on or after July 2008 as follows:

- A. County shall pay Redwood City School District one payment of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$113,676).
- B. City will pay Redwood City School District one payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000).
- C. Funds for FY 2009-10 will be negotiated and reflected in a form of an amendment to the Agreement.

Exhibit C

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

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

The undersigned (hereinafter called the "Parties") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

The Parties gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Parties 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 Parties, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Parties.

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.

Peter Ingram
Name of 504 Person

City of Redwood City
Name of Contractor(s)

1017 Middlefield Road
Street Address

Redwood City, CA 94063
City, State, Zip

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

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

Exhibit C

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

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

The undersigned (hereinafter called the "Parties") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

The Parties gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Parties 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 Parties, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Parties.

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.

Jan Christensen
Name of 504 Person

Redwood City School District
Name of Contractor(s)

750 Bradford Street
Street Address

Redwood City, CA 94063
City, State, Zip

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

_____ Date

_____ Signature and Title of Authorized Official

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

Exhibit D

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	City of Redwood City	Phone:	(650) 780-7301
Contact Person:	Peter Ingram, City Manager	Fax:	(650) 780-7225
Address:	1017 Middlefield Road 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

Name

Date

Title

Exhibit D

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

I. CONTRACTOR INFORMATION

Contractor Name:	Redwood City School District	Phone:	(650) 423-2230
Contact Person:	Jan Christensen, Superintendent	Fax:	(650) 423-2204
Address:	750 Bradford Street 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.
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- 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

Date

Name

Title

Exhibit D

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

I. CONTRACTOR INFORMATION

Contractor Name:	San Mateo County Human Services Agency	Phone:	(650) 802-7555
Contact Person:	Beverly Beasley Johnson, J.D., Director	Fax:	(650) 802-7516
Address:	400 Harbor Boulevard, Bldg. C Belmont, CA 94002		

II. EQUAL BENEFITS (check one or more boxes)

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

- Contractor complies with the County's Equal Benefits Ordinance by:

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title