

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Local Government Commission**

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Local Government Commission, 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 community planning services for the "Phase II San Mateo County Midcoast Highway 1 Safety and Mobility Improvement Study."

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One hundred seventy-six thousand dollars, \$176,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2011 through June 30, 2012.

This Agreement may be terminated by Contractor, the Director of Parks 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 County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to 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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Department of Parks
455 County Center, 4th Floor
Redwood City, CA 94063

In the case of Contractor, to:

Local Government Commission
1303 J Street, Suite 250
Sacramento, CA 95814

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

Local Government Commission

Contractor's Signature

Date: 11/11/10

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services as shown in the Attached Exhibit "A – Scope of Work." :

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor as shown in the attached Exhibit "B.":

Phase II San Mateo County Midcoast Highway 1 Safety and Mobility Improvement Study

San Mateo County is the applicant and will be the grant recipient and manager, with the Local Government Commission (LGC) as a sub-recipient. Opticos Design Inc. will be retained as a design consultant, reuniting the consultant team and providing continuity in approach with the 2009 Safety and Mobility Study for the portion of Highway 1 in the Princeton/El Granada/Miramar area. The team will also include a transportation planner/traffic engineer. The roles and responsibilities of the County and consultants are detailed below.

San Mateo County will execute contracts with Caltrans and LGC, review grant products, and perform grant administration functions as required. The County will designate a senior staff person as the grant project manager who will participate in all aspects of the project and coordinate communication and plan review with other staff members, elected leaders and Caltrans. The County will also coordinate with LGC to help publicize the project; help secure meeting facilities, food, and refreshments; and ensure public participation in all aspects of the community planning process.

The Local Government Commission (LGC) will organize and facilitate the public planning process, conduct outreach and prepare publicity materials, contract with and lead the project consultant team, and produce the resulting plan document. The LGC is a 501(c)(3) non-profit membership organization of agencies, elected officials, planning and design professionals, and other community leaders that has been helping California local governments build livable, sustainable communities for 30 years. The LGC has conducted over 30 public design charrettes focusing on creating safe, walkable, bicycle-friendly and prosperous corridors, neighborhoods and downtowns throughout California since 2001.

Opticos Design, Inc. will provide urban planning and design expertise and prepare the principal visual work products for presentations and the plan, including base maps, conceptual corridor and related development concepts, diagrams, renderings and perspectives. Opticos is a Berkeley-based firm that has partnered successfully with LGC on numerous projects in California, including on the San Mateo Midcoast, has extensive experience with planning and design projects in coastal communities, and is highly skilled in public charrette-based planning.

Livable Streets, Inc. (LSI) will provide engineering expertise, with an emphasis on multi-modal transportation planning, traffic engineering, and contextual roadway design. LSI specializes in the development of transportation systems that balance the needs of all users of the public right-of-way while enhancing the livability of communities and neighborhoods. LSI's staff has significant innovative design and planning experience and specializes in improving conditions for non-motorized users without degrading vehicle capacity. LSI has served as transportation engineer on several LGC design charrettes in California. Michael Moule, Owner and Principal of LSI, is now a Principal Engineer with Nelson\Nygaard (NN) Consulting Associates and will contract with LGC under that firm.

Task 1: Project Planning and Coordination

Task 1.1 Project Startup. County staff will hold a kick-off meeting with Caltrans District staff and LGC to discuss invoicing, progress reporting, grant procedures and establish overall project expectations. The County will contract with LGC and LGC will conduct contracting arrangements with consultant team members.

Task 1.2 Community Research. LGC will assemble a master project contact list of public officials and agency staff, service organizations, businesses, neighborhood leaders and residents, and

other interest groups that reflect the perspectives of the community. LGC and the County will work with key representatives from the list to determine the charrette schedule and accessible locations for the events, and arrange facilities.

- Task 1.3: Data Collection.** LGC will work with the County and other sources to collect and review available information for the study area, including County policy and code documents, bike and trail plans, mapping data, traffic volume and crash data, regional transportation plans, state route planning and construction plans, state highway design standards, and other relevant studies.
- Task 1.4: Convene Advisory Group.** LGC and the County will convene the first advisory group meeting approximately 2 to 3 months before the charrette to discuss the schedule, identify hot button issues, additional players and potential resources to pursue for plan implementation, potential focus groups, and to determine strategies to engage all segments of the community.
- Task 1.5: Map Preparation.** LGC and Opticos will coordinate with County staff to prepare base maps for the consultant team design and analysis work and for use at the charrette design tables.

Date	Deliverable	Documentation
Month 1	Kickoff meeting and consultant contracts	Agenda, subcontracts
Months 1 – 3	Community contact list and event schedule	Contact list and charrette agenda
Months 1 – 3	Collected planning information	Planning data list
Months 1 – 3	Convened advisory group meeting	Agendas, outreach plan
Months 2 – 3	Aerial and plan view base maps	Electronic files and printed maps

Task 2: Outreach and Publicity

- Task 2.1 Advisory Group Meeting.** A second advisory group meeting will be held approximately 1 to 2 months before the charrette to review publicity items and assist with outreach.
- Task 2.2 Produce Materials.** LGC will produce flyers, postcards, posters, signs, and other informational materials as deemed necessary in consultation with the advisory group. Key outreach materials will be produced in English and Spanish to reach the Spanish-speaking population.
- Task 2.3 Distribute Materials.** LGC, County staff and advisory group members will distribute flyers and information about the charrette through their communication networks and provide flyers to stakeholders and local leaders for distribution. Farallone View and El Granada Elementary Schools will be asked to send bilingual flyers home with students (the two schools reported 37.86% and 59.37% respective Hispanic/Latino enrollments in 2008).
- Task 2.4 Mailing.** Postcards will be mailed community-wide (Montara, Moss Beach, Princeton, El Granada and Miramar) or to target groups.
- Task 2.5 Media Publicity.** Announcements and press releases will be distributed to the *Half Moon Bay Review*, community access television and other local media. The County and advisory group members will work on setting up signs or banners announcing events. Information will be posted on the County Parks web site. The Montara Fog and Coastsider community web sites will be asked to post information. LGC, County staff and advisory group members will pursue promotional opportunities at community functions and events.

Date	Deliverable	Documentation
Months 2 – 3	Advisory group meeting #2	Agenda, meeting notes
Months 2 – 4	Outreach materials (flyers, postcards, posters,	Electronic and printed materials

	etc.)	
Months 3 – 5	Materials distribution	Distribution summary
Months 3 – 4	Postcard mailing	Record of mailing
Months 3 – 5	Media publicity	Press releases, web postings, etc.

Task 3: Charrette Events

The charrette is the centerpiece of this proposed community-based planning project and will consist of multiple public engagement activities concentrated into a focused amount of time over seven days. The purpose of the event will be to establish guiding principles and proposed design solutions for the Highway 1 corridor segment and pedestrian, bicycle and vehicular access and mobility. The Local Government Commission will coordinate and facilitate all charrette activities with assistance from urban design and planning experts from Opticos Design and a transportation planner/engineering consultant with expertise in designing for all modes. The events are outlined below.

Task 3.1 The first stage of the charrette will focus on community and stakeholder input over a three-day period. The draft schedule of activities includes:

- DAY 1 (Thursday): Tour the corridor with County staff. Hold 1–2 stakeholder group meetings (60-90 minutes each). Hold evening opening community meeting with visioning presentation and prioritization activities.
- DAY 2 (Friday): Continue stakeholder group meetings and field observations.
- DAY 3 (Saturday): Conduct walkability audits. Follow with technical training presentation, and community design tables (stakeholders and residents work together to draw their ideas on table maps).

Task 3.2 Within 30 days, the second stage of the charrette will take place over a four-day period and focus on developing plan concepts. The draft schedule of activities includes:

- DAYS 1–4: Consultant team members will spend 3 to 4 days on site in intense production developing recommendations and illustrative graphics.
- DAY 2 or 3: Work progress briefing and review provided to County and Caltrans staff.
- DAY 4: Closing presentation of preliminary recommendations to the community for feedback, comments and guidance.

Task 3.3 LGC will compile a record of the process for inclusion in the final report and plan.

Date	Deliverable	Documentation
Months 4 – 5	Meetings, workshops, walkability audits, presentations	Powerpoint™ presentations, photos, participant lists
Months 4 – 5	Progress briefing, design team production, closing event	Powerpoint™ presentation, photos, participants lists
Months 5 – 6	Summary of process and activity responses	Chapter in final report

Task 4: Draft and Final Report

The design team will prepare a final report with a conceptual plan and detailed recommendations to improve community circulation and safety along HWY 1 and the surrounding neighborhoods in the County. LGC and others as needed from the charrette design team will return to the County several months after the release of the final report to brief County decision makers on the plan for endorsement and implementation decisions.

Task 4.1 Administrative Draft. Within three months of the charrette process completion, LGC with the consultant team will prepare and circulate an administrative draft report for review

by the County and Caltrans staff and members of the advisory group. The report will include a plan with conceptual designs, recommendations and guidelines for improved road safety and operations, pedestrian, bicycle and transit facilities, parking, enhanced streetscapes, community entry features and focal points, low impact “green streets” strategies, and potential opportunities for new small commercial, residential or mixed-use buildings. The report will also contain a record of the charrette process, proposed timing and prioritization for implementation of the recommendations, and potential funding sources.

Task 4.2 Revisions and Final Report. County staff will provide a comprehensive set of consistent comments to LGC for one round of revisions and plan finalization.

Task 4.3 Presentations. LGC and members of the consultant team will present the final plan to the community and to the County Board of Supervisors for implementation decisions.

Date	Deliverable	Documentation
Months 6 – 8	Draft review document	Copies of draft in pdf and paper formats
Months 9 – 10	Final plan document	50+ page plan in pdf and paper formats, and web-ready files for public access
Months 10 – 13	Presentation of the plan to the community and Board of Supervisors	Copies of presentations, agendas, staff report, participant lists, notes and minutes from the meetings

Task 5: Administration

The County of San Mateo will be the administrator of the project, which includes contracting, reporting, accounting, invoicing, and provision of documentation as required by Caltrans.

Task 5.1 The County will prepare quarterly reports for submittal to Caltrans.

Task 5.2 The County will be responsible for keeping all the necessary accounting records for the project and will submit invoices to Caltrans on a quarterly basis.

Exhibit B - Budget/Costs

Task	Total Cost
1. Project Planning and Coordination	\$24,765
2. Outreach and Publicity	\$12,940
3. Charrette Events	\$87,040
4. Draft an Final Report	\$51,255
TOTALS	\$176,000

PERSONNEL	
	Amount
Local Government Commission Staff	
Program Director	\$9,900
Project Manager	\$30,450
Project Coordinator	\$8,640
Subtotal	\$48,990
Partners & Subconsultants	
Walkable and Livable Communities (Facilitator, Planner)	\$9,450
Opticos Design (Urban Designer)	\$47,770
Nelson\Nygaard (Transportation Engineer)*	\$48,255
Urban Advantage	\$9,100
Subtotal	\$114,575
TOTAL PERSONNEL	\$163,565
DIRECT COSTS	
Supplies	\$30
Telecommunications	\$85
Mailing Costs	\$3,080
Equipment& Facilities Rental	\$600
Printing & Publications	\$3,200
Travel	\$5,440
TOTAL DIRECT COSTS	\$12,435
TOTAL EXPENSES	\$176,000

* Michael Moule, Owner and Principal of Livable Streets, Inc., is now a Principal Engineer with Nelson\Nygaard (NN) Consulting Associates in San Francisco and will contract with LGC under that firm.

PERSONNEL	
	<u>Hourly Rate</u>
Local Government Commission Staff	
Program Director	\$90.00
Project Manager	\$75.00
Project Coordinator	\$60.00
Partners & Consultants	
Walkable and Livable Communities	
Senior Urban Designer	\$250.00
Nelson\Nygaard	
Principal Transportation Engineer V	\$187
Principal IV	\$171
Principal IV	\$160
Principal IV	\$148
Senior Associate II	\$137
Project Planner	\$120
Associate II	\$97
Intern	\$42
Opticos Design	
Principal	\$175.00
Associate	\$145.00
Designer	\$115.00

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

I. CONTRACTOR INFORMATION

Contractor Name:	Local Government Commission	Phone:	916-448-1198
Contact Person:	Linda Cloud, Managing Director	Fax:	916-448-8246
Address:	1303 J Street, Suite 250 Sacramento, CA 95814		

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)

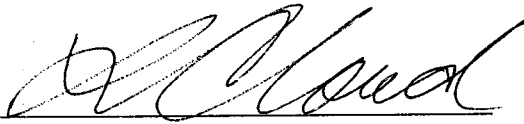
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.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

Linda Cloud

Name
Managing Director

11/11/10
Date

Title

ATTACHMENT

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

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

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Linda Cloud

Name of Contractor(s) - Type or Print


1303 J Street, Ste 250

Street Address or P.O. Box

Sacramento, CA 95814

City, State, Zip Code

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



Signature

Managing Director

Title of Authorized Official

11/11/10

Date

*Exception: DHHS regulations state that:

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

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such

that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

CONTRACT INSURANCE APPROVAL

DATE: November 15, 2010

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

FROM: Brenda Bennett PHONE: 1393 FAX: 1721⁵⁹⁹⁻ PONY: PKR128

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

CONTRACTOR NAME: Local Government Commission

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: 1) Project Planning & Coordination, 2) Outreach & Publicity, 3) Charrette Events, and 4) Draft & Final Report – Phase II San Mateo County Mid Coast Highway 1 Safety and Mobility Improvement Study

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	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
 Faiza Steele
 Risk Management Analyst

11/15/10
 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID DV
LOCAL-1

DATE (MM/DD/YYYY)
03/29/10

PRODUCER
Wasserman & Associates
Insurance Brokers, Inc.
PO Box 19970
Sacramento CA 95819-3915
Phone: 916-739-0254 Fax: 916-733-0622

INSURED

Local Government Commission
1303 J Street Suite 250
Sacramento CA 95814

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: Maryland Casualty Company	
INSURER B: Oak River Insurance Co	
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	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS37810836	04/01/10	04/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS37810836	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2200052505-101	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATO-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*30 Days Notice to Certificate Holder applies except for Non-Payment of Premium, which is 10 days. San Mateo County is included as an Additional Insured per GL form CG 2010 0704 attached.

CERTIFICATE HOLDER

San Mateo County
Department of Parks
455 County Center, 4th flr.
Redwood City CA 94063

SANM-17

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

La. J. Wa

POLICY NUMBER: PAS37810836

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR
CONTRACTORS-SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person (s) Or Organization (s):	Location(s) Of Covered Operations
San Mateo County	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II- Who Is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.