



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Human Services Agency



**DATE:** February 1, 2012  
**BOARD MEETING DATE:** February 14, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Beverly Beasley Johnson, J.D., Director, Human Services Agency

**SUBJECT:** Agreement with San Mateo County Community College District – Canada College

**RECOMMENDATION:**

Adopt a Resolution:

- A. Waiving the Request for Proposal (RFP) Process and authorizing the President of the Board to execute an Agreement with San Mateo County Community College District (SMCCCD) – Canada College, to provide The Bay Bridge To Engineering Program, for the term of August 1, 2011 through March 31, 2013, in the amount of \$224,813; and
- B. Authorizing the Director of the Human Services Agency (HSA) or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

The Veterans Employment Assistance Program (VEAP) grant will provide funding for this training and employment program, The Bay Bridge To Engineering Program. This program will connect the veteran population who has acquired technical skills and interests with the skills required for qualified engineers in the Bay Area. The goal of the program and the grant is to build skills through a customized, accelerated training program with support, guidance and related services to obtain employment in the engineering field.

**DISCUSSION:**

SMCCCD through Canada College will provide Veterans Employment Assistance Program grant related coursework, including class instruction in the following areas: literacy, math, core pre-engineering program and a core engineering bridge program. Additionally, Canada College will advise, provide mentoring and professional development assistance. Participants will build on their technical skills and knowledge as each course is completed and earn a

Surveying and Computer Aided Design and/or an AutoCAD Certificate. Once the courses are completed, participants can choose to pursue a higher level Engineering Degree or begin a paid internship. This Agreement has a retroactive start date to reflect the start dates as required by the Veterans Employment Assistance Program grant.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. The processing of this Agreement was delayed due to a change in staffing by HSA and operations, roles and program costs required confirmation among the state, County and Contractor. County Counsel has reviewed and approved the Agreement and Resolution as to form and Risk Management has approved the Contractor's insurance. The VEAP grant names SMCCCD-Canada College as the service provider and therefore SMCCCD-Canada College should be considered a sole source provider.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing customized engineering training to the veterans of San Mateo County. The training programs will help 30 veteran participants build skills; obtain certificates recognizing accomplishments and 86% of these participants will obtain employment in the growing Engineering industry.

**Performance Measure(s):**

<b>Measure</b>	<b>FY 2011-12 Target</b>	<b>FY 2012-13 Target</b>
<b>Number of participants to complete industry-identified certificate</b>	<b>N/A</b>	<b>30*</b>
<b>Placement in Unsubsidized Employment</b>	<b>N/A</b>	<b>86%*</b>

\*Targets were developed through the U.S. Department of Labor Training and Administration Office for the two year term of the grant. The course work provided by SMCCCD-Canada College is a two year program; therefore targets can not be measured until FY 2012-13.

**FISCAL IMPACT:**

The term of this Agreement is August 1, 2011 through March 31, 2013. The total obligation of this Agreement is \$224,813, which is funded by the WIA Veterans Employment Assistance Program grant. Appropriation for this Agreement is included in the FY 2011-2012 Adopted Budget and will be included in the FY 2012-2013 Recommended Budget. There is no Net County Cost.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION (A) WAIVING THE REQUEST FOR PROPOSAL (RFP) PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT – CANADA COLLEGE TO PROVIDE THE BAY BRIDGE TO ENGINEERING PROGRAM, FOR THE TERM OF AUGUST 1, 2011 THROUGH MARCH 31, 2013, IN THE AMOUNT OF \$224,813; AND (B) AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY OR THE DIRECTOR’S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY’S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the County of San Mateo Human Services Agency Workforce Development Department received a Veterans Employment Assistance Program grant to provide training and employment programs for San Mateo County Veterans; and

**WHEREAS**, it is in the County’s best interest to waive the Request for Proposal (RFP) process because San Mateo County Community College District is named in the grant as the service provider and therefore should be considered a sole source provider; and

**WHEREAS**, there has been presented to this Board for its consideration and acceptance of an Agreement with San Mateo County Community College District – Canada College for the purpose of providing the Bay Bridge To Engineering Program for the term of August 1, 2011 through March 31, 2013, in the amount of \$224,813;

and

**WHEREAS**, it is requested that the Board of Supervisors authorize the Director of the Human Services Agency or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

**WHEREAS**, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into the same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:**

A. The Request for Proposal process is waived and the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

B. The Director of the Human Services Agency or the Director's designee shall be authorized to execute subsequent amendments and minor modification which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions under the Agreement.

\* \* \* \* \*

**AGREEMENT BETWEEN  
THE  
COUNTY OF SAN MATEO  
AND  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN  
MATEO COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing The Bay Bridge To Engineering Program.

**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—Scope of Work

Exhibit B—Payments and Rates

Attachment I—§504 Compliance

Attachment II —Contractor Declaration Form

**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 Two Hundred Twenty Four Thousand Eight Hundred Thirteen Dollars, (\$224,813).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2011 through March 31, 2013.

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

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

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

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

## **12. Compliance with Contractor Employee Jury Service Ordinance**

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

**13. Retention of Records, Right to Monitor and Audit**

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

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

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

**14. Merger Clause**

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

**15. Controlling Law 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 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 States 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: County of San Mateo – Workforce Development  
Mike Curran, Interim Manager  
262 Harbor Boulevard, Building A  
Belmont, CA 94002  
(650) 802-5173**

**In the case of County, to: San Mateo County Community College District  
James Keller, Executive VP  
3401 CSM Drive  
San Mateo, CA 94402  
(650) 574-6574**

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

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

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

Long Form Agreement/Non Business Associate v 8/19/08

## Exhibit "A"

### Program/Project Description The Bay Bridge To Engineering Program 8/1/2011 through 3/31/2013

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

- Develop and implement a continuous cohort program curriculum for an engineering degree;
- Develop a four-week intensive preparation for Math Placement Test and a two-week math review session;
- Include intensive review sessions for mathematics for a total of 51 units of college credit and a certificate in Surveying and Computer-Aided Design for students who complete the program;
- Deliver Math, Science and General Education curriculum to a target of 35 students and each engineering course will have a target of 30 students or a number mutually agreed upon with County of San Mateo;
- If target enrollment drops below 30 students, approval is required by the Workforce Development Manager to proceed with the course; and
- Develop an academic support structure for students including academic advising, tutoring, mentoring, and professional development activities.

The General Education, Science and Math courses that will be required include the following:

Engl 826 or Engl 836	4 units
Math 251 – Calculus 1	5 units
Math 252 – Calculus 2	5 units
Chem 210 – General Chemistry	5 units
Physics 250 – Phys with Calculus 1	4 units
Courses in General Education	6 units
Total	29 units

The Engineering and Math courses that will be required include the following:

Math 120 – College Algebra	5 units
Math 130 – Trigonometry	4 units
Math 222 – Precalculus	5 units
Engr 111 – Surveying	4 units
Engr 210 – Engineering Graphics	4 units
Total	22 units

SMCCCD Canada College will provide the following reports, as requested, to the Workforce Development Staff, Veterans Employment Assistance Program (VEAP), located at 262 Harbor Boulevard, Building A, - Belmont, CA, 94002.

- Attendance reports upon completion of courses.
- Financial reports including expenses and current costs.

**Bay Bridge To Engineering Program Budget**  
**August 1, 2011 - March 31, 2013**

<b>Salary</b>	<u>Year 1</u>	<u>Year 2</u>	<u>Total</u>	<u>Instruction</u>
Project Coordinator	\$12,376.80	\$10,314.00	\$22,690.80	
Assistant Project Coordinator	\$11,474.40	\$9,562.00	\$21,036.40	
Math Instructor: Accelerated				
Trigonometry/Precalculus	\$16,858.00		\$16,858.00	\$16,858.00
Engineering Instructor	\$10,025.00	\$10,025.00	\$20,050.00	\$20,050.00
Student Assistants/Tutors Acad Yr	\$7,700.00	\$6,416.20	\$14,116.20	
Summer Bridge Student				
Assistants/Tutors	\$8,250.00	\$4,950.00	\$13,200.00	
Math Jam Instructor	\$5,756.80	\$5,756.80	\$11,513.60	\$11,513.60
Math Jam Student Assistants/Tutors	\$5,500.00	\$5,500.00	\$11,000.00	
Retention Specialist	\$12,300.00	\$10,250.00	\$22,550.00	
<b>Benefits</b>			\$0.00	
Project Coordinator	\$1,745.13	\$1,454.27	\$3,199.40	
Assistant Project Coordinator	\$2,753.86	\$2,294.88	\$5,048.74	
Math Instructor: Accelerated				
Trigonometry/Precalculus	\$2,376.98	\$0.00	\$2,376.98	\$2,377
Engineering Instructor	\$1,413.53	\$1,413.53	\$2,827.06	\$2,827
Student Assistants/Tutors Acad Yr	\$231.00	\$192.11	\$423.11	
Summer Bridge Student				
Assistants/Tutors	\$247.50	\$148.50	\$396.00	
Math Jam Instructor	\$811.00	\$811.71	\$1,622.71	\$1,623
Math Jam Student Assistants/Tutors	\$165.00	\$165.00	\$330.00	
Retention Specialist	\$2,952.00	\$2,460.00	\$5,412.00	
			\$0.00	
Transportation	\$700.00	\$700.00	\$1,400.00	
			\$0.00	
Food	\$7,701.00	\$7,701.00	\$15,402.00	
Books for students	\$7,000.00	\$7,000.00	\$14,000.00	
Graphing Calculators	\$5,250.00	\$0.00	\$5,250.00	
Instruction and Office supplies	\$1,980.00	\$1,650.00	\$3,630.00	
Printing	\$1,000.00	\$833.00	\$1,833.00	
Indirect Costs	\$5,063.00	\$3,584.00	\$8,647.00	
	<b>\$131,631.00</b>	<b>\$93,182.00</b>	<b>\$224,813.00</b>	<b>\$ 55,248</b>

<u>*Tuition costs for students</u>	
35	82,110.00
51	
46	
<u>*For grant purposes only</u>	

## Exhibit B

In consideration of the services provided by Contractor in Exhibit "A", County Shall pay Contractor based on the fee schedule (as shown on page 1 of Exhibit B).

- In any event the total amount of the Agreement for FY 2011-13 shall not Exceed \$224,813.
- Upon receipt and approval of invoice, County will pay Contractor for actual costs incurred for services rendered during the term of the Agreement, provided Contractor provides County with Attendance Reports and Financial Reports including expenses and current costs for payment and is consistent with the cost allocation in the attached budget. Reports must accompany invoices.
- County may terminate this Agreement or a portion of the services based upon availability of federal, state, or County funds by providing a thirty (30) day Written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

All reports and invoices are to be submitted to the County of San Mateo – Human Services Agency – Workforce Development Staff, Veterans Employment Assistance Program (VEAP), located at 262 Harbor Boulevard, Building A-Belmont, CA 94002.

ATTACHMENT I

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

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

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

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

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

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
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 II  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	San Mateo County Community College District – Canada College	Phone:	(650) 358-6786
Contact Person:	James W. Keller, Executive VP	Fax:	(650) 574-6574
Address:	3401 CSM Drive San Mateo, CA 94402		

**II. EQUAL BENEFITS** (check one or more boxes)

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

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

**III. NON-DISCRIMINATION** (check appropriate box)

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

