

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CODE FOR AMERICA**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CODE
FOR AMERICA LABS, INC., 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 participation for 2013 Fellowship program; and

WHEREAS, the parties wish to enter into an agreement for the Fellowship Program to address the problem of increasing access to food by county residents in the amount of \$330,000 for the term of September 11, 2012 through November 30, 2013.

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—Statement of Work
- Exhibit B—Payments
- Attachment I—§504 Compliance
- Attachment II – Contractor’s 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 and Contractor has been provided notice and reasonable time to cure. In no event shall the County’s total fiscal obligation under this Agreement exceed **THREE HUNDRED THIRTY THOUSAND DOLLARS, (\$330,000).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **September 11, 2012 through November 30, 2013.**

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 fully indemnify, defend, and hold the County, and its officers, officials, agents, and employees harmless from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, resulting from the negligent acts or omissions of Contractor, its officers, agents, or employees in the performance of this Agreement, or any breach by Contractor of its obligations under this Agreement. The County shall fully indemnify, defend, and hold Contractor, and its officers, officials, agents, and employees harmless from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, resulting from the negligent acts or omissions of the County, its officers, agents, or employees in the performance of this Agreement, or any breach by the County of its obligations under this Agreement. In the event of concurrent negligence of the County, its officers, officials, agents or employees, and Contractor, its officers, officials, agents or employees, then the liability for any and all claims, suits or actions of every name, kind and description arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

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. Terms and Conditions

- A. Intellectual Property; Use of Materials. Unless specified otherwise in the Contract, any Contractor deliverables under the program will be in the form of Open Source Software and the County of San Mateo's use of the deliverables will be subject to Open Source Software license terms. The contractor will provide the County of San Mateo with the version of the Open Source Software license terms that are applicable to any deliverables. Open Source Software means software that consists of, contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, or pursuant to similar licensing and distribution models (e.g., GNU, Linux, Mozilla Public License, the Apache Software License, etc.). To the extent any Contractor deliverables under the program are not subject to an Open Source Software license, Contractor shall own all rights in and to, including the right to license to others rights in and to any of, the deliverables under the program; provided, however, Contractor shall provide the County of San Mateo a non-exclusive, worldwide, non-royalty bearing, license to use such deliverables in perpetuity.
- B. Confidentiality. With respect to any information supplied in connection with the program and designated in writing by the delivering party as confidential, the receiving party agrees to: (i) protect the confidential information in a reasonable and appropriate manner; and (ii) use confidential information only to perform its obligations under the program. This confidentiality obligation shall not apply to information that is: (a) publicly known; (b) already known to the recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to a legal requirement or order.
- C. Disclaimer of Warranties. THE COUNTY OF SAN MATEO AND CONTRACTOR EACH EXPRESSLY DISCLAIM, AND EACH EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY OR CONFIDENTIALITY MATTERS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL LIABILITY RELATING TO THE PROGRAM SHALL IN NO EVENT EXCEED THE FEES CONTRACTOR RECEIVES UNDER THIS AGREEMENT.
- D. Termination.
- (a) By Contractor. If the County of San Mateo materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by Contractor to the County of San Mateo, Contractor may terminate this Agreement. Upon termination, Contractor shall be entitled to receive payment of all amounts due under this Agreement through the effective date of termination. This amount shall be calculated from the date the last payment was made up to, and, including the last day of the notice period by calculating a pro rata portion of the Development Fee.
- (b) By the County of San Mateo. If Contractor materially breaches this

Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by the County of San Mateo to Contractor, the County of San Mateo may terminate this Agreement.

- E. Non-Agency Relationship. No agency, partnership, joint venture or fiduciary relationship between County of San Mateo and Contractor is involved or created with respect to this Agreement.
- F. Survival. The rights and obligations of the parties contained in these Standard Terms and Conditions will survive the termination or expiration of this Agreement.
- G. Severability. The illegality, invalidity or unenforceability of any part of this Agreement is not intended to affect the legality, validity or enforceability of the remainder of this Agreement. If any part of this Agreement is found to be illegal, invalid or unenforceable, the parties intend that this Agreement will be given such meaning as would make this Agreement legal, valid, and enforceable in order to give effect to the intent of the Parties.
- H. Section Headings. The section headings of this Agreement are inserted for reference only and do not affect the meaning of this Agreement.
- I. Construction. This Agreement shall be construed as if Contractor and County of San Mateo prepared all of its language jointly, and no ambiguity or uncertainty, which may be found herein, shall be construed against either Contractor or County of San Mateo on the ground that either Contractor or County of San Mateo drafted or proposed the language in question.
- J. Counterpart Originals. This Agreement may be executed in any number or counterparts, each of which when so executed and delivered shall be deemed an original, and all of which counterparts taken together shall constitute one and the same instrument.
- K. Facsimile Signatures. This Agreement and any counterpart original thereof may be executed and transmitted by facsimile followed by mailing of the original. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.
- L. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
- M. On-going Software or Hosting Costs. The Contractor will provide an environment for the County of San Mateo's solution to be developed and tested. It will be the responsibility of the County of San Mateo to provide an environment for the solution after the term of this agreement. In addition, in the case where the Contractor uses a software that has associated fees, those fees will be the responsibility of the County of San Mateo after the term of this agreement.

17. 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:

**Beverly Beasley Johnson, J.D., Director
San Mateo County Human Services Agency
1 Davis Drive
Belmont, CA 94002
650.802.7555**

In the case of Contractor, to:

**Meghan Reilly, CFO & Operations Director
Code for America
155 9th Street
San Francisco, CA 94103
415.226.8975**

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

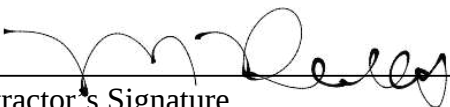
Date: _____

ATTEST:

By: _____
Clerk of Said Board

CODE FOR AMERICA
Meghan Reilly, CFO & Operations Director

Contractor's Signature



Date: 09/05/2012

Statement of Work

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

Section A: Elements of Fellowship Program

2013 Program Selection	Contractor selects partners that demonstrate strong leadership, secured funding, and a dedication to building efficiencies, transparency and citizen participation into government.
Fellow Recruitment	Contractor recruits and selects passionate individuals with skills in technology, design, and management who want to dedicate a year to public service. Fellow selection is highly competitive. Applicants are evaluated by a selection committee composed of the Contractor’s staff, and industry and government leaders.
Contracting Training	The fellows participate in a one-month intensive training experience covering relevant topics associated with government, industry and technology and will do a deep dive into learning about your County. Training also continues throughout the year.
Residency	During February 2013 the fellows will be on site in San Mateo working with the designated team there. Goals during this month include learning how County of San Mateo operates, gathering information about the proposed program focus, building a network of government, community and developer support, and brainstorming ideas and solutions with industry leaders and County staff. County of San Mateo is expected to provide tours of major departments and training in the major functions of the County, set up appropriate meetings between the Fellows and staff, and to make the necessary introductions to County employees in order to ensure a successful Program. County of San Mateo will host the Fellows on site in County offices and provide them with space to work.
Solution Building	Over the course of the Program, Fellows will conduct interviews and research to inform and drive solutions. They will focus on developing applications that drive engagement, transparency and efficiencies. They will also catalyze the community in addressing civic issues and facilitate collaborations between cities to leverage existing resources and share best practices.
Program Conferences	The Contractor will hold two conferences. One, in the fall of 2012, will introduce the County Coordinator (and other County staff as appropriate) to the 2013 program. The other, in the fall of 2013 will bring together all 2013 government partners, government, industry and tech leaders to review and share progress, stories and further opportunities.

Wrap-Up & Hand Off	The last two months are dedicated to wrapping up the program and ensuring County of San Mateo has a plan to sustain the solution(s) and continue collaboration going forward. Events may be scheduled in your County to formally transition the work accomplished during the Fellowship.
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Section B: Projected Milestones

2013 Program Selection – Finalists Announced	July 1, 2012
Recruitment of Fellows for 2013 Program	January 1 – October 1, 2012
Contract Completed	September 1, 2012
2013 Program Begins	January 2013
Contractor Training	January 2013
County Residency	February 2013
Solution Building	March 2013 – September 2013
Program Conferences	October 2012 & October 2013
Wrap-Up and Hand Off	October – November 2013
Program Completed	November 2013

Section C: County of San Mateo Expectations

Program Coordinator	County of San Mateo will designate a Program Coordinator that will work with the Contractor to execute the contract, ensure the success of the Residency, support Fellows throughout the Program, and participate in team meetings and other meetings, as needed.
Contract Execution	County of San Mateo will ensure timely execution of the contract. This will require contract to be signed and completed by September 1, 2012.
Contractor Training	San Mateo’s County Team will participate in specific modules during the Training designed to introduce you to your assigned Fellows and help them understand program goals and objectives. These modules can be conducted via a video conference call.
Host 2013 Residency	County of San Mateo is expected to set up appropriate meetings between Contractor’s Fellows and County staff and relevant community leaders and groups to ensure a successful Program. County of San Mateo will host the Contractor’s Fellows on site in County offices and provide them with space to work. As necessary, County of San Mateo will also provide necessary access to government buildings and systems.

County of San Mateo Support	County of San Mateo will be prepared to designate 5% - 10% of one or two staff's time to help support the Fellows during the program including serving as an overall resource, participating in planning and organizing meetings, identifying project sponsors, helping with sustainability planning, etc..
Team Meetings	County of San Mateo will participate in regular team meetings as required. Team meetings may occur more frequently during the Residency month and occasionally throughout Program.
Program Conferences	County of San Mateo will participate in two Program Conferences in San Francisco, CA tentatively scheduled for October 2012 and October 2013.
Program Sustainability	County of San Mateo will plan for and ensure sustainability of the solution after the 2013 Program. This may require identifying County resources that can support, maintain, and grow the solution over time.

Section D: Contractor Expectations

Fellow Recruitment and Selection	Contractor recruits and selects passionate technologists throughout the country who want to give a year to public service. Fellow selection is highly competitive. Fellows are evaluated by a selection committee made up of Contractor's staff, and industry and government leaders.
Contractor Head of Government Relations	Contractor's head of Government Relations will be the County's primary point person within Contractor for issues associated with contracting, overall program performance, and other issues as they arise. Other Contractor's staff will interact with the cities periodically around County Residency planning and overall program execution.
Contractor Fellow Coordinator	Contractor will assign a Fellow Coordinator to serve as the primary contact for Fellows throughout the Program and serve as the primary contact for the County of San Mateo in all matters relating to Fellows.

Contractor Training	Contractor provides Fellows with a one-month intensive training experience. While the specific content and curriculum may vary from year to year, Contractor Training will expose the Fellows to topics related to government, technology and industry - and will provide an opportunity for the Fellows to dive deep into specific information and context of your County. They will also spend time enhancing their skills in the general areas of project management, communication, client management, negotiation and team building.
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Residency	Contractor staff will partner with County of San Mateo's Program Coordinator to ensure the success of Residency. Contractor provides travel and housing expenses for the Fellows during the Residency period.
Solution Building	Contractor Fellows will partner with County staff to develop solution(s) to the proposed focus, as defined in the 2013 Program application, or other focus that is mutually determined during the Program.
Program Conferences	Contractor will host two conferences - one in October 2012 to orient the County Coordinator (and other applicable staff) to the 2013 program. The other will be in October, 2013 that will bring together County staff, Fellows, government partners, and industry leaders, to review and share progress, stories and further opportunities.
Wrap-up and Hand Off	Contractor will dedicate the last two months of the Program to wrap-up and hand off the solution to ensure County of San Mateo has the ability to sustain the solution. Events may be conducted in your County to formalize the transition.

Payments

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

Program Fee. San Mateo County shall pay to Contractor a fee for the County of San Mateo's participation in our program in the amount of \$330,000. Invoices will be issued 30 days prior to the scheduled payment date. Payments are scheduled as follows:

1. \$110,000 on November 1, 2012
2. \$110,000 on February 1, 2013
3. \$110,000 on May 1, 2013

Late Payments

In the event that the County of San Mateo fails to pay when due any amounts set forth above, Contractor shall send to County of San Mateo written notice of such failure. If the County of San Mateo fails to cure the breach by paying such amounts within fifteen (15) days after receipt of such written demand, then County of San Mateo shall be deemed to be in material breach of this Agreement and Contractor shall have the right to take any of the following actions: (i) suspend its own performance under this Agreement until such payment has been received; or (ii) terminate the Agreement, in which case the Contractor shall be entitled to receive payment of all amounts due under this Agreement through the effective date of termination. Regardless of the action taken by the Contractor, any amounts owed to the Contractor by County of San Mateo shall be calculated from the date the last payment was made up to, and, including the last day of the notice period by calculating a pro rata portion of the Program Fee.

Invoices shall be sent to:

**San Mateo County Human Services Agency
Beverly Beasley Johnson, J.D., Director
1 Davis Drive
Belmont, CA 94002**

County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A.

County will give thirty (30) working days prior written notice to Contractor of County's intent to withhold payment. If the County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) working days waiting period, upon County's written notice with justification to Contractor.

Signature Certificate

 Document Reference: L9AVSIJM34FBM6NWA5FJPU

RightSignature
Easy Online Document Signing



Meghan Reilly
Party ID: 698N6AJEB2S46F7T7T3JY4
IP Address: 12.68.109.51
VERIFIED EMAIL: meghan@codeforamerica.org

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

2a6aaa9049efd733096ee345b839b4b544c4d578



Timestamp

2012-09-05 18:45:23 -0700

2012-09-05 18:45:23 -0700

2012-09-05 18:44:33 -0700

2012-09-05 18:44:29 -0700

2012-09-05 18:44:29 -0700

Audit

All parties have signed document. Signed copies sent to: Edwin Chan and Meghan Reilly.

Document signed by Meghan Reilly (meghan@codeforamerica.org) with drawn signature. - 12.68.109.51

Invitation to view the document was sent to Edwin Chan (echan@co.sanmateo.ca.us).

Document viewed by Meghan Reilly (meghan@codeforamerica.org). - 12.68.109.51

Document created by Meghan Reilly (meghan@codeforamerica.org). - 12.68.109.51



This signature page provides a record of the online activity executing this contract.

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Code for America	Phone:	415-226-8975
Contact Person:	Meghan Reilly, CFO & Operations Director	Fax:	
Address:	155 9 th Street San Francisco, CA 94103	Number of employees:	

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.

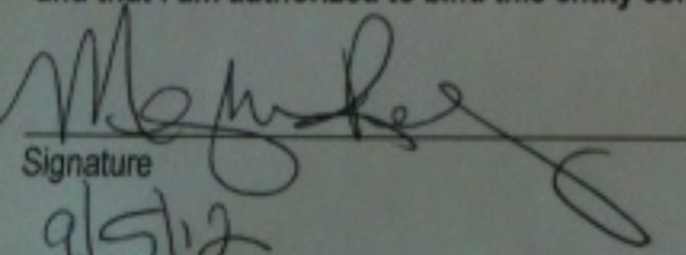
IV. EMPLOYEE JURY SERVICE (check one or more boxes)

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.
 - Contractor has no employees.
 - Contractor has no employees who live in San Mateo County.

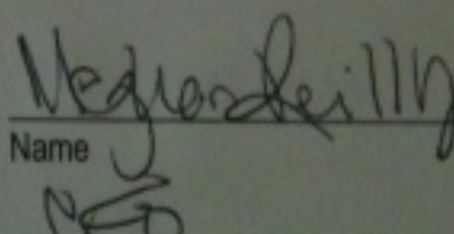
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually.

Signature

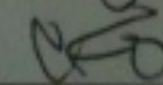


Date

Name



Title



Attachment 1

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.

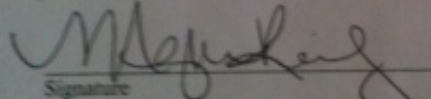
Meghan Reilly
Name of 504 Person - Type or Print

Code for America
Name of Contractor(s) - Type or Print

155 9th Street
Street Address or P.O. Box

San Francisco, CA 94103
City, State, Zip Code

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



Signature
CFO
Title of Authorized Official

9/5/12
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking services, there is no method of complying with (the facility accessibility regulations) other than making 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."