



Yolanda Baldovinos
Agency Director

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June 25, 2009

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Approval for FY 2009-2010 Work Skills and Professional Development Training Services Contract with Jerry Lew & Associates.

RECOMMENDATION:

It is recommended that your Board:

- Approve and authorize the President of the Board to sign and execute a Standard Services Agreement, Procurement #4133, with Jerry Lew & Associates (Principal: Jerry Lew; Location: Oakland, CA) in the amount of \$37,536 for the award period from July 1, 2009 through June 30, 2010 for the provision of Work Skills and Professional Development Training Services.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve a standard services agreement with Jerry Lew & Associates, a current certified SLEB vendor, to provide work skills and staff development training services. These trainings include Supervisor/Leadership Development training (Conflict Management for Supervisors and Managers, Facilitation Skills for Managers, Project Management, Strategic Planning, Building Effective Teams, Organizational Development) and Career Development training (Diversity Classes, Peer Mediation, Mentoring, Being an Effective Team Member) for all levels of Social Service Agency (SSA) staff in Children and Family Services, Adult and Aging Services, Economic Benefit Department, Employment Services and Agency Administration and Finance departments. They will provide an estimated 15 training days with between ten (10) to forty (40) participants in each class.


SELECTION CRITERIA/PROCESS:

SSA is recommending execution of a new standard services agreement with Jerry Lew & Associates for FY 2009-2010. A review of the vendor's class catalogue, as well as a comparison of fees against other current SSA contractors as well as Jerry Lew's demonstrated ability to provide similar classes at a lower cost is of priority importance to the Agency in selecting this new vendor. Jerry Lew & Associates is a current SLEB certified vendor within Alameda County. Additionally, in an effort to contract with other training entities, SSA is moving to diversify service providers and incorporate fresh perspective on subject matter and topics previously taught. Jerry Lew & Associates is also being recommended to your Board as part of an FY 2007 – 2008 RFI process whereby this vendor scored highly, along with The Community College Foundation, for potential new training providers. SSA will be implementing a new RFP process for FY 2010 – 2011.

FINANCING:

Funding for the contract is included in the FY 2009 – 2010 Agency budget approved by your Board. There are no net additional county costs.

Sincerely,



Yolanda Baldovinos
Agency Director

Attachment: 1 set of (5) standard agreement documents for Board President signature.

c: County Auditors Office
County Administrator's Office
County Counsel

REQUEST TO ENCUMBER CONTRACT FUNDS OR TO LIQUIDATE ENCUMBERED FUNDS

PART I: REQUEST FROM CONTRACTING DEPARTMENT

Contractor's Name: Jerry Lew & Associates

Contractor's Tax ID: 41-2135874 Contractor's Vendor ID: 77200

Description of Contract: Work Skills & Professional Services Staff Training Services

Master Contract #: N/A Procurement Contract #: 4133

Procurement Contract Begin Date: 7/1/09 Expire Date: 6/30/10

Elation Project Info: Sub-Contractor Compliance _____ Labor Compliance _____

Board Waiver N/A BOCO Waiver _____ Waiver Number _____

A. ENCUMBER FUNDS IN A NEW PURCHASE ORDER

Date of Board Minute Order: _____ File/Item/Contract Number: _____

Total Amount Authorized By Board: \$37,536 Amount to be Encumbered: \$20,000

B. ADD FUNDS TO AN EXISTING PURCHASE ORDER PO Number: _____

Date of Board Minute Order: _____ File/Item/Contract Number: _____

Total Amount Authorized By Board: _____ Amount to be Encumbered: _____

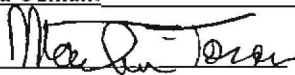
C. LIQUIDATE FUNDS FROM A PURCHASE ORDER

Purchase Order Number: _____ Amount to be Liquidated: _____

ACCOUNTING INFORMATION

Business Unit	Account	Fund	Dept	Program	BY	Subclass	Proj/Grant	Amount
SOCSA	610211	10000	320100	30500	2010			<u>\$20,000</u>
							Total	<u>\$20,000</u>

Send Response to: Najia Osmani QIC: 20203 Phone: 267-9439

Authorized Signature:  Department: Finance Date: 7/01/09

PART II: RESPONSE FROM AUDITOR-CONTROLLER

- The Auditor-Controller encumbered _____ in a new PO. The PO Number is _____
- The Auditor-Controller added _____ to PO Number _____
- The Auditor-Controller liquidated _____ from PO Number _____
- This form is being returned for you due to insufficient funds in the appropriation account.
- The following information is needed before this request can be processed.

Signature of Contract Processor _____ Date: _____

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package submitted to Human Resource Services Department (HRSD). Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Jerry Lew & Associates DEPT #: 320100

TITLE/SERVICE: Work Skills and Staff Training Services

DEPT. CONTACT: Mabelle Douglass PHONE: 510-259-3875

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:

41-2135874

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- 1. Will the agreement be with an individual who does not have an outside practice? () ()

1.a. Will the contractor work more than an average of ten hours per week? () ()

IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.


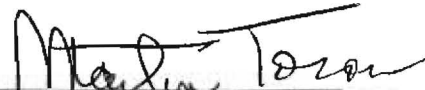
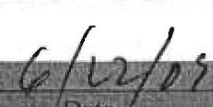
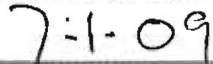
1.b. Will the County provide more than 20% of the contractor's income? () ()

- 2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

 _____ Contractor Signature	 _____ Agency/Department Head or Designee
 _____ Date	 _____ Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2009, is by and between the County of Alameda, hereinafter referred to as the "County", and Jerry Lew and Associates, hereinafter referred to as the "Contractor" on its behalf.

WITNESSETH

Whereas, County desires to obtain Work Skills and Professional Development Training Services fully described in Exhibit A hereto ("Professional Training Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Professional Training Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from 7/1/2009 through 6/30/2010

The compensation payable to Contractor hereunder shall not exceed Thirty Seven Thousand Five Hundred Thirty Six (\$37,536) for the term of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: [Signature]
Signature

Name: Alice Lai-Bitker
(Printed)

Name: Jenny Lew
(Printed)

Title: President of the Board of Supervisors

Title: PRINCIPAL

Date: 6/22/09

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

Approved as to Form

E. WINNIE, County Counsel

[Signature]

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss,

damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing

bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor

agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information Page made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Social Services Agency
2000 San Pablo Ave. 4th floor
Oakland, CA 94612
Attn: Don Edwards

To Contractor: Jerry Lew and Associates
55 Santa Clara Ave., Suite 230C
Oakland, CA 94610
Attn: Jerry Lew

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national

origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be

reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Professional Training Services shall not exceed Thirty Seven Thousand Five Hundred Thirty Six (\$37,536) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. However, should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall comply with the County's Small and Emerging Local Business provision.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option,
 - (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Exhibit E doesn't apply: Contractor has been certified by the County as a small or emerging local business, SLEB. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

County Counsel Signature: _____

Approved as to Form
RICHARD E. WINNIE, County Counsel

By  _____

**EXHIBIT A
DEFINITION OF SERVICES**

1. Contractor shall provide Work Skills and Professional Development Training Services (WSPDTS) in fiscal year 2009/10. WSPDTS shall include comprehensive work skills, personal and professional development training services for all levels of staff in the following Alameda County Social Services Agency (ACSSA) five (5) departments:

- Adult and Aging Services
- Children and Family Services
- Employment Services
- Economic And Benefit Department
- Administration and Finance (includes Program Integrity)

An estimate of ten (10) to forty (40) participants will attend each training class. Training topics shall include, but shall not be limited to, interpersonal skills, communication skills, self-enhancement and career development, new employee orientation, supervisory development, and program training.

The Contractor will work with the Agency to assess training needs using a variety of approaches including intra- and inter-department focus groups, individual interviews with managers, supervisors, direct service staff, and written surveys or questionnaires. Data gathered from these approaches are analyzed collectively by the Contractor and Agency personnel to determine Agency staff development needs. These approaches can be used by the Agency on an as-needed basis.

2. Contractor shall perform the training set forth in Attachment 1 to this Exhibit A, which is incorporated herein by this reference. Training services will be performed based on SSA's request. Initial training and all subsequent training will conform to the timeline set out in the services to be requested:

Two months before class, by 25 th of each month.	Provide content for each training announcement. Provide a class schedule in title and date order.
Five business days before training.	Provide lesson plans. Provide curriculum or syllabus.
One business day before training.	Deliver all training materials scheduled for on-site delivery. Deliver any special audio- visual equipment needed by trainer.
Within 30 days of class date.	Provide evaluation compilation.

3. The Contractor's approach to implementation will be comprehensive and personal. The coordination team will handle every aspect of training efficiently and effectively. The team will be available to Alameda County every day and will respond to requests immediately. The key to successful implementation of services is the strong working relationships between The Contractor and Alameda County. The Contractor values teamwork and partnership and realizes that its services are not meaningful if they do not address the needs of social service agencies and the clients it serves.

For each scheduled class, a training announcement is produced and sent to the agency to help promote the session. The announcements include a class description and trainer biographies. For course implementation, the coordinating team reproduces handouts and materials for all participants and transports them directly to the training site.

Evaluations for every class are compiled and will continue to be submitted to agency staff development personnel. Based on evaluations and other input from agency staff, the Contractor will meet and confer with staff development personnel on potential curriculum revisions and edits that would improve training. Higher-level evaluations can be arranged to facilitate assessment of behavior change three to six months after training and subjective assessment of results of training for the organization.

With the Contractor's significant pool of instructors, the Contractor can meet the weekly, monthly and annual training needs of Alameda County on dates supplied by the Training and Consulting Team (TACT).

4. With the exception of VCR/monitors, overhead projectors, and flip chart easels, vendor will supply other training equipment, such as LCD projectors. If the vendor is unable to do so, the County will charge for equipment usage (charge for using LCD projectors will be \$120). The County is unable to provide laptop computers.
5. The vendor will supply all training materials. If the vendor is unable to do so, the County will charge for time, labor, and supplies for recreating any portion of the materials.
6. Contractor project team will consist of the following Key Personnel during the contract term:

Jerry Lew, Principal	Lisa Tejada
Anthony Ramsey	Manuel Velasco
Bryan Salomone	Melyssa Jo Kelly
Kathy Salomone	

7. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications. Contractor will not utilize sub-contractors during the term of this contract.
8. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT B
PAYMENT TERMS

County agrees to pay Contractor in an amount not to exceed the contract maximum amount of Thirty Seven Thousand Five Hundred Thirty Six (\$37,536); for fiscal year FY09/10, and inclusive of all costs and charges related to the Services as described in Exhibit A hereto.

FY 09/10 Training Class:

1. County will pay Contractor, upon successful completion of each training day, the amount of Two Thousand Five Hundred Dollars (\$2,500) per day, within thirty (30) days of receipt of invoice. The Two Thousand Five Hundred Dollars (\$2,500) per day is to include all necessary training materials for each class. County will pay Contractor the ½ day rate of One Thousand Two Hundred Fifty Dollars (\$1,250) when warranted.
2. Included within the maximum contract amount are the following estimated training components (Attachment 1):
 - a. Ten (10) days of training in the topic of Supervisory/Leadership Development;
 - b. Five (5) days of training in the topic of Career Development;

ACSSA reserves the right to reallocate days as necessary.

Invoice Process:

1. Contractor shall submit invoice and all other documents as required to:

Alameda County Social Services Agency
Training and Consulting Team Development
2400 Amador St., Suite # 610, Hayward, CA 94544
Mabelle Douglass, Worker # T110

2. Invoices will be approved by the County Social Services Agency Training and Consulting Team. Invoices will not be approved for payment if the class sign-in roster is not in the possession of TACT at the time the invoice is received.

Other Payment Requirement:

Failure to comply with the terms listed below may lead to a delay on the approval and payment of invoices and/or prorated payments.

When a special conference or event is requested more than 60 days in advance.	Confirm coordination and arrangements, including site, refreshments, trainers and conference support.
When classes are requested at least nine (9) weeks	Provide content for each CEU training

EXHIBIT B

in advance, and eight (8) weeks before training to comply with BBS regulations.	announcement.
Two months before class, by 25th of each month.	Provide content for each training announcement. Provide a class schedule in title and date order.
Five business days before training.	Provide lesson plans. Provide curriculum or syllabus.
One business day before training.	Deliver all training materials scheduled for on-site delivery. Deliver any special audio- visual equipment needed by trainer.
Within 30 days of class date.	Provide evaluation compilation.

Cancellation Policy:

- ACSSA may cancel or postpone any scheduled training session without obligation of payment to the Contractor no less than 5 business days prior to the first day of any class. This deadline may be negotiated to a shorter time frame (less than 3 business days) based on mutual agreement between ACSSA and the Contractor.
- The Contractor may cancel or postpone any scheduled training session without obligation of payment to the Contractor no less than 3 business days prior to the first day of any class. This deadline may be negotiated to a shorter time frame (less than 2 business days) based on mutual agreement between ACSSA and the Contractor.
- A postponed class may be rescheduled at the discretion of ACSSA and the Contractor.

Supervisor/Leadership Development, including but not limited to:

- Conflict Management for Supervisors and Managers
- Facilitation Skills for Managers
- Project Management
- Strategic Planning
- Building Effective Teams
- Organizational Development

Career Development, including but not limited to:

- Diversity Classes
- Peer Mediation
- Mentoring
- Being an Effective Team Member

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions:	
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to the Contracts Office (2000 San Pablo Ave. 4th floor, Oakland, CA 94612) 	



6400 State Farm Drive
Rohnert Park, CA 94926-0001

AT2 002371 R-02- 2913-F165 N 3 F

LEW, JERRY
DBA JERRY LEW & ASSOCIATES
438 SAUSALITO BLVD STE A
SAUSALITO CA 94965-2328

Location: 438 SAUSALITO BLVD STE A
SAUSALITO CA
94965-2328

Forms, Options, and Endorsements

Special Form 3	FP-6143
Amendatory Endorsement	FE-6205
Tree Debris Removal	FE-6451
Policy Endorsement	FE-6506.2
Policy Endorsement-Business	FE-6464
Glass Deductible - Section I	FE-6538.1
Additional Insured	FE-6320
Testing/Consulting E&O Excl	FE-6510
Amendatory Collapse	FE-6551
Registered Domestic Partnership	FE-5383
Ino Cost and Demolition Cov	FE-6587
Policy Endorsement-Business	FE-6610

Continued on next page

POLICY NUMBER	97-BA-U621-5
Business Policy	AUG 18 2008 to AUG 18 2009
DATE DUE	SEE BALANCE DUE NOTICE
AUG 18 2008	\$250.00

Coverages and Limits

Section I

A Buildings	Excluded
B Business Personal Property	14,300
C Loss of Income	Actual Loss

Deductibles - Section I

Basic	500
Other deductibles may apply - refer to policy	

Section II

L Business Liability	\$1,000,000
M Medical Payments	5,000
Gen Aggregate (Other than PCO)	2,000,000
Products-Completed Operations (PCO Aggregate)	2,000,000

Estimated Prem (Sec I)	\$70.00
Estimated Prem (Sec II)	\$95.00
Forms, Opts, & Endrmnt	85.00
Amount Due	\$250.00

Premium Reductions

Renewal Year Discount	
Yrs in Business Discount	
Claim Record Discount	

Cov. A - Inflation Index:	N/A
Cov. B - Consumer Price:	214.8

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Audit period: Annual

Policy number 97-BA-U621-5 replaces 97-KS-4230-7.

Thanks for letting us serve you..

5875 201E 1

Agent JON LAM
Telephone (415) 331-1002

*If you have moved, please contact your agent.
See reverse side for important information.*

RES

Prepared JUN 10 2008



6400 State Farm Drive
Rohnert Park, CA 94926-0001

002371 R-02- 2913-F165 N 3 F

LEW, JERRY
DBA JERRY LEW & ASSOCIATES
438 SAUSALITO BLVD STE A
SAUSALITO CA 94965-2328

POLICY NUMBER	97-BA-U621-5
Business Policy	AUG 18 2008 to AUG 18 2009
DATE DUE	SEE BALANCE DUE NOTICE
CONTINUED	

Forms, Options, and Endorsements

Dist Mat Violat Statues Excl	FE-6655
Policy Endorsement	FE-6656
Section II Additional Insured	FE-6609
Terrorism Insurance Cov Notice	* FE-6999.1

*Effective: AUG 18 2008



6400 State Farm Drive
 Rohnert Park, CA 94926-0001

POLICY NUMBER	97-BA-U621-5
Business Policy AUG 18 2008 to AUG 18 2009	
DATE DUE	SEE BALANCE DUE NOTICE
CONTINUED	

002371 R-02- 2913-F165 N 3 F

LEW, JERRY
 DBA JERRY LEW & ASSOCIATES
 438 SAUSALITO BLVD STE A
 SAUSALITO CA 94965-2328

<u>Description of Operations</u>	<u>Stat Class</u>	<u>Premium Bases*/ Exposure</u>	<u>Rate</u>	<u>Section II Estimated Premium</u>
CONSULTANT (NOT OTHERWISE CLASSIFIED) - MAJORITY OF EMPLOYEES ENGAGED AWAY FROM THE INSURED'S PREMISES	982	P* 29000	3.09	\$95.00

* Premium Bases
 S Per \$1000 Gross Sales
 P Per \$1000 Payroll
 T Per \$1000 Admissions
 C Per Camper Day
 H Per \$1000 Gallon
 Prepared JUN 10 2008



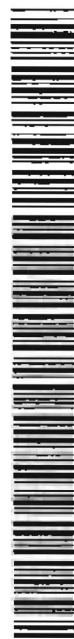
California State Automobile Association
Inter-Insurance Bureau

PO Box 22221
Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy.
See Important Notice on reverse.

For questions or changes call: 1-800-922-8228



1. NAME AND ADDRESS OF INSURED

LEW JERRY OR HOLLY
438 SAUSALITO BLVD #A
SAUSALITO CA 94965-2328



POLICY INFORMATION	DECLARATIONS TYPE Renewal Certificate		PAGE 1 of 1
	POLICY TYPE Member		PROCESS DATE 06-19-2009
	POLICY NUMBER E5-41-10-6		INSURED SINCE 1977
	Your Policy Period FROM 07-15-2009 TO 07-15-2010		12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested. 12:01 A.M. Standard Time at the address of the Named Insured.

ALTERNATE ADDRESS SELF EMPLOYED	OCCUPATION	ALTERNATE NUMBER	TELEPHONE NUMBER 332-5307
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VEHICLE(S)	ITEM	MAKE	MODEL YR	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
	05	PORSC	1989	2D CON	WP0EB0912KS160139
	07	MERCE	2004	2D HBK	WDBRN40J44A539020
	08	CIVIC	2009	4D SED	2HGFA16B09H312100

DRIVER(S)	NAME
Drivers do not necessarily correspond to principally operated vehicles.	JERRY HOLLY

COVERAGES/PREMIUMS	COVERAGE	LIABILITY LIMITS		ITEM 05		ITEM 07		ITEM 08		ITEM	
		EACH PERSON	EACH OCCURRENCE	DEDUCT	PREMIUM	DEDUCT	PREMIUM	DEDUCT	PREMIUM	DEDUCT	PREMIUM
	Bodily Injury	300,000	500,000		\$186		\$150		\$158		
	Medical Payments	5,000			\$42		\$51		\$60		
	Uninsured Motorists	300,000	500,000		\$52		\$65		\$67		
	Property Damage		100,000		\$117		\$147		\$156		
	Comprehensive Actual Cash Value Less Deductible			1000	\$120	100	\$154	100	\$180		
	Collision Actual Cash Value Less Deductible			1000	\$258	500	\$441	500	\$502		
	All Risks Actual Cash Value Less Deductible			No Coverage		No Coverage		No Coverage			
	TOTAL PREMIUM PER VEHICLE				\$755		\$1008		\$1123		

Automobile Death Benefits	EXPLANATION OF LIMIT CODES	A=\$15,000 first named insured. B=\$15,000 each first named insured and spouse C=\$15,000 each additional named insured shown on endorsement F329.	LIMIT CODE B	PREMIUM \$8
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Premium Summary	CA Surcharge:	\$0.00
THIS IS NOT A BILL.	Annual Premium:	\$2,894.00

CHANGES	SCHEDULE OF CHANGES	You may qualify for a Multi-Policy discount. For more info please call your local District Office.	Larkspur 415-464-4200 OR 1-800-922-8228
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DISCOUNTS/MESSAGES	ITEM	RATED DRIVER	OSR	YOE	PRIOR ANN MILES	FUTURE ANN MILES	GARAGE ZIP	VEHICLE USAGE	GENDER	MARITAL	SEE REVERSE FOR EXPLANATION OF CODES.
	05			PT		12,000	12,000	94965	Undesignated		
07	HOLLY		0 PT	37	12,000	12,000	94965	Principal	F	M	
08	JERRY		0 PT	28	12,000	12,000	94965	Principal	M	M	

Enhanced Transportation Expense Coverage: Item/s 05, 07, 08.
 DISCOUNTS: Mat Drv: None Good Driver: Item/s 05 07 08
 Multi Car: Item/s 05 07 08

LOSS PAYEE(S)	ITEM 08	AMERICAN HONDA FIN CORP PO BOX 850201 HUNT VALLEY MD 21065	ITEM	
	ITEM		ITEM	

Office Use Only			
05H77U	61	3	012
07177PFM30	03	37	07012
08177PFM33	03	28	07012
065	000	N	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Jerry Lew & Associates
PRINCIPAL: JERRY LEW TITLE: Principal
SIGNATURE: [Signature] DATE: 6/22/09

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2009 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.