



Staff Report

Date: June 28, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Guy Swanger, Chief of Police

Prepared by: Lieutenant John Nunes
john.nunes@cityofconcord.org
(925) 671-5958

Subject: **Considering Resolution No. 16-53 authorizing and appropriating the acceptance of State AB109 funds in the amount of \$130,500 to partially offset the cost of one existing police officer to provide coordinated support of AB109 law enforcement activities, and authorizing and directing the City Manager to execute the related contract between the City of Concord and Contra Costa County**

Report in Brief

This report requests Council approval of a contract with Contra Costa County to implement the AB 109 budget proposal submitted by the Contra Costa County Police Chief's Association (CCCPCA) to provide coordinated support of AB 109 related law enforcement activities and requests that Council authorize the City Manager to execute the agreement. The contract will provide \$130,500 in funds to partially offset the costs of one existing full-time police officer to provide support of the AB 109 requirements in the City of Concord.

Recommended Action

Staff recommends the City Council adopt Resolution No. 16-53 authorizing and appropriating the acceptance of State AB109 funds in the amount of \$130,500 to partially offset the cost of one existing police officer to provide coordinated support of AB109 law enforcement activities, and authorizing and directing the City Manager to execute the related contract between the City of Concord and Contra Costa County.

Background

In 2011, the California Legislature passed the Public Safety Realignment Act (Assembly Bill 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. This Act tasked local government at the county level with developing a new approach to reducing recidivism among this population. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.

The legislation:

- Transferred the location of incarceration for individuals convicted of lower-level specified non-violent, non-serious, non-sex offences from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for their post-release Mandatory Supervision;
- Transferred responsibility from the State to the County for post-release supervision of those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody.

AB 109 also tasked the local Community Corrections Partnership (CCP) with recommending to the County Board of Supervisors a plan for implementing criminal justice realignment. The Board of Supervisors adopted the Contra Costa County Realignment Plan on October 4, 2011, as recommended by the Executive Committee of the CCP. The Executive Committee of the CCP is composed of the County Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented by the Richmond Police Chief), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee (represented by the Court Director of Business Planning, Information and Programs), and County Behavioral Health Director.

For fiscal year 2016/17, the CCP-Executive Committee approved the 2016/17 AB 109 Public Safety Realignment budget at the January 22, 2016 regular meeting and submitted to the Public Protection Committee for review and approval. On February 8, 2016, the Public Protection Committee approved the 2016/17 AB 109 Public Safety Realignment budget. On May 10, 2016, the Board of Supervisors adopted the Recommended Budget for Contra Costa County for FY 2016/17, including the AB 109 Public Safety Realignment budget.

City Council Agenda Report

Considering Resolution No. 16-53 authorizing and appropriating the acceptance of State AB109 funds in the amount of \$130,500 to partially offset the cost of one existing police officer to provide coordinated support of AB109 law enforcement activities
June 28, 2016

Analysis

The County budget approved the Contra Costa County Chief's Association budget proposal for the addition of 4.0 FTE police officer positions to provide a coordinated support of AB 109 related law enforcement activities. Those four positions will be allocated to the Cities of Richmond, Concord, Pittsburg and Antioch. As was done the past two years, Concord will assign these duties to an existing position. The aggregate amount of the budget submitted by County Chief's Association is \$522,000. Each city will receive \$130,500 and will match the County's investment in-kind to ensure that 1.0 FTE is deployed in each city.

Financial Impact

Acceptance of \$130,500 in State AB109 funds and authorization of the contract with Contra Costa County will represent a savings of \$130,500 to Police Department general fund budget for Fiscal Year 2016-17.

Public Contact

The City Council Agenda was posted.

Attachments

1. Resolution No. 16-53
2. Contract between the City of Concord and Contra Costa County

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Authorizing and Appropriating the
Acceptance of State AB 109 Funds in the Amount of
\$130,500 to Partially Offset the Cost of One Police
Officer to Provide Coordinated Support of AB 109
Law Enforcement Activities, and Authorizing and
Directing the City Manager to Execute the Related
Contract between the City of Concord and Contra
Costa County**

Resolution No. 16-53

WHEREAS, Governor Jerry Brown signed AB 109, which realigns a number of state programs and responsibilities to the local level; and

WHEREAS, the Contra Costa County Police Chief's Association submitted a budget proposal to provide coordinated support of AB 109 related law enforcement activities; and

WHEREAS, the Contra Costa County Chief budget proposal is for the addition of 4.0 FTE police officer positions to be allocated to the Cities of Richmond, Concord, Pittsburg and Antioch; and

WHEREAS, authorization of the contract with Contra Costa County will represent a savings of \$130,500 to the Police Department general fund budget for Fiscal Year 2016-17; and

WHEREAS, the City Council has approved the recommendation of the City Manager and City staff with regard to authorizing the execution of a contract between the City of Concord and Contra Costa County to provide coordinated support of AB 109 law enforcement requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES
RESOLVE AS FOLLOWS:**

Section 1. The City Council approves the execution of a contract between the City of Concord and Contra Costa County to provide coordinated support of AB 109 law enforcement requirements; and authorizes the City Manager to execute the agreement.

Section 2. The City Council thereby authorizes the acceptance of the \$130,500 related grant funds and appropriation of the funds to offset the cost of one full-time police officer for Fiscal Year 2016-17.

Section 3. The City Council hereby authorizes and directs the City Manager to execute the

1 contract between the City of Concord and Contra Costa County to provide coordinated support of
2 AB 109 law enforcement requirements.

3 **Section 4.** This resolution shall become effective immediately upon its passage and adoption.

4 **PASSED AND ADOPTED** by the City Council of the City of Concord on June 28, 2016, by
5 the following vote:

6 **AYES:** Councilmembers -

7 **NOES:** Councilmembers -

8 **ABSTAIN:** Councilmembers -

9 **ABSENT:** Councilmembers -

10 **I HEREBY CERTIFY** that the foregoing Resolution No. 16-53 was duly and regularly
11 adopted at a regular meeting of the City Council of the City of Concord on June 28, 2016.

12
13
14 _____
Joelle Fockler, MMC

15 City Clerk

16 **APPROVED AS TO FORM:**

17
18 _____
Susanne Meyer Brown

19 City Attorney

1 **Contract Identification**
Department
Subject Intercagency Agreement between Contra Costa County Administrator's Office and Agency named below for AB109 Police Services

2 **Parties** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows

Agency City of Concord for its Police Department (hereinafter "Agency")
Capacity A public agency
Address 1950 Parkside Drive, Concord, CA 94519 (City Hall)
1350 Galindo Street, Concord, CA 94519 (Police Department)

3 **Term**
The effective date of this Agreement is July 1, 2016 and it terminates on June 30, 2017 unless sooner terminated as provided herein

4 **Payment Limit** County's total payments to Agency under this Agreement shall not exceed \$130,500 00

5 **County's Obligations** County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein

6 **Agency's Obligations** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein

7 **General and Special Conditions** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference

8 **Project** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference AB109 Public Safety Realignment

9 **Legal Authority** This Agreement is entered into under and subject to the following legal authorities Government Code Section 26227, Penal Code Sections 1228-1233.7

10 **Signatures** These signatures attest the parties' agreement hereto

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chairman/Designee	ATTEST Clerk of the Board of Supervisors By _____ Deputy
---	--

AGENCY

By _____ (Signature of authorized Agency representative) _____ (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
--	--

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

Number _____

1 **Payment Basis** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract

2 **Payment Amounts** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor
[Check one alternative only]

- a \$ _____ monthly, or
- b \$ _____ per unit, as defined in the Service Plan, or
- c An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" included in the Service Plan
- d As set forth in Paragraph 3 of the Service Plan

3 **Allowable Costs** Contractor's allowable costs are only those which are determined in accordance with

[Check applicable alternative]

- a Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs
- b Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder, and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services, and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services Place a checkmark next to the applicable subsection
 - (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies
 - (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals)
 - (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals
 - (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions)
 - (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs

Initials _____
Contractor _____ County Dept _____

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

c Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto, and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto

- 4 **Payment Demands** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2 (Payment Amounts) above
- 5 **Penalty for Late Submission** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4 (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided
- 6 **Right to Withhold** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment
- 7 **Cost Report and Settlement** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the payment limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract payment limit If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County
- 8 **Audits** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract payment limit

Initials _____
Contractor County Dept

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

- 9 **Audit Exceptions** In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials _____
Contractor County Dept

I **Introduction** This contract by and between Contra Costa County and the City of Concord, on behalf of its Police Department, is a result of an approved budget request by the Contra Costa County Police Chief's Association to the Contra Costa County Board of Supervisors for the fiscal year 2016/17 AB 109 Public Safety Realignment funding cycle to fund front-line law enforcement activities related to the AB 109 population in certain regions of the County

II **Agency Obligations** The City of Concord ("Agency"), on behalf of its Police Department, agrees as follows

A **Staffing** The Agency shall provide one or more Police Officers representing one full-time-equivalent Police Officer position (individually and together referred to herein as "Police Officer") to participate in a countywide AB 109 joint operation team ("Team") The Team will be coordinated by the County's Chief Probation Officer or designee, with assistance from other County law enforcement agencies and the Contra Costa County Police Chief's Association The Agency shall determine the officer(s) assigned to the Team, who shall be subject to the approval by the County's Chief Probation Officer, or designee If, at any time, the County does not approve the Agency officer assigned to the Team, the County will notify the Agency of such disapproval, and, upon receipt of notification, the Agency shall assign a new officer to the Team, who shall also be subject to the approval by the County's Chief Probation Officer, or designee Except as specified herein, the Agency shall retain complete discretion concerning personnel assignment, reassignment, and discipline

B **Coordination of Efforts** The Agency shall require its Police Officer to participate in coordinated monitoring, compliance checks, search and seizure and drug testing within the County The Agency shall also require its Police Officer to participate in the East & Central County Networked System of Services (the "Plan"), consistent with the Plan adopted by the Board of Supervisors on March 25, 2014, including any subsequent additions or amendments, and including, but not limited to, informational visits with the local Field Operations Coordinator to County adult detention facilities and participation in Network Training for Partners as outlined in the Plan and other trainings offered by the County to increase awareness and knowledge of the services offered This collaborative approach will be consistent with the Agreements of Principle in the Contra Costa County AB 109 Operational Plan which are incorporated herein by reference The Agency shall require its Police Officer to maintain a current knowledge of all County AB 109 programs implemented, to ensure County supervised AB 109 populations are referred to services, if deemed appropriate

C **Support to County Law Enforcement Agencies** The Agency shall require its Police Officer to provide law enforcement support to County's Probation Department and other County law enforcement agencies, as requested by County's Chief Probation Officer, to facilitate safe contact between County probation officers and the population they supervise, gather and provide the County timely intelligence data, participate in County-coordinated police special enforcement teams for individuals who have absconded from supervision, and other tasks and assignments requested by the County

D **Target Population** The Agency shall require its Police Officer to direct efforts toward the supervised AB 109 population who is at medium to high risk of recidivism, as requested by the County

E **Cooperation with Data Evaluation Efforts** The Agency shall comply with the progress and evaluation reporting requirements established by the County The Agency shall prepare and submit quarterly reports, in a format prescribed by the County, which may include a summary of activities performed and funded by this Contract, progress or issues with project partners, including other Police Departments, the Probation Office, the Field Operations Coordinator, the Network Service Providers, outcomes and trends, communication or dissemination activities, challenges that have impacted the delivery of services, and detailed expenditures A sample quarterly report template is provided as Exhibit A of this Contract Quarterly reports are due to the County Administrator's Office by the 20th day of the month immediately following the end of the quarter for which the report is prepared (i.e., by October 20, 2016, for the quarter ending September 30, 2016, by January 20, 2017, for the quarter ending December 31, 2016, by April

Initials _____

Contractor

County Dept
Page 11 of 23

20, 2017, for the quarter ending March 31, 2017, and by July 20, 2017, for the quarter ending June 30, 2017) The Agency shall cooperate with County on any and all County data collection and evaluation efforts related to probationers and parolees within the County This may include direct interaction with a County contractor that is responsible for collecting and evaluating that data and the submission of regular status reports

III County's Obligations In consideration for the Agency's agreement to perform, during the term of this Contract, the services described in Section II , above, the County will reimburse the Agency monthly for costs that it actually incurs to perform those services, up to \$130,500 ("Payment Limit") during the term of this Contract Any costs that exceed the Payment Limit that the Agency incurs to perform the services described in Section I , above, including, but not limited to, excess salary and benefits, equipment, and training costs, shall be paid by the Agency in the form of an in-kind funding match The County will not reimburse the Agency for any costs in excess of the Payment Limit, but the Agency shall continue to be required to provide the services described in Section I , above, for the duration of this Contract

IV. Payment Provisions

A Payment Demands required under Paragraph 4 of the Payment Provisions of this Contract, and any notices the Agency is required to be provide to the County under this Contract, shall be submitted to

Contra Costa County
County Administrator's Office
Attn AB 109 Programs
651 Pine Street, 10th Floor
Martinez, CA 94553

Initials _____
Contractor

County Dept
Page 12 of 23



COUNTY OF CONTRA COSTA

Quarterly Summary Report Template

*Text in italics is explanatory and should be **deleted** in completed documents*

Project Name	_____ Police Department AB 109 Officer
Agency Name	_____ POLICE DEPARTMENT
Report compiled by	Sergeant
Reporting period	
Section One Summary of Quarterly Activities and Progress	
<p><i>Please provide a short overview (1-2 paragraphs) of activities funded by AB 109 Public Safety Realignment (This may not change each quarter unless there is a contract amendment)</i></p> <p><i>Report on activities performed in the period covered by this report and describe any notable changes to activities, including the reasons for modification. Activities <u>may</u> include</i></p> <ol style="list-style-type: none"> 1 # of Reentry Service Referrals Made 2 # of Primary Residence Confirmations Conducted 3 # of Surveillances Conducted 4 # of Probation Compliance Checks Conducted 5 # of Assists to Probation Department on residency, compliance checks 6 # of Multi-jurisdiction Compliance Checks 7 # of Criminal Investigations Initiated 8 # of Hotel Checks Conducted 9 # of Network of Services Interactions (meetings, trainings, etc) 	
Section Two Issues, Challenges, and Achievements	
<p><i>Report on any issues or problems that have impacted the delivery of services during the reporting period including any program and/or organizational changes (staff changes, etc) that have occurred as well as the reasons for the modification. Describe how you plan to tackle these issues</i></p> <p><i>Please also report on any unexpected project achievements, if any</i></p>	
Section Three Outcomes and Lessons Learned	

Discuss any emerging outcomes, lessons, or interesting findings if any learned during this reporting period that could be shared, such as trends in levels of offending gang issues mental health issues, etc

Section Four Coordination and Collaboration with Network Partners

Describe any successful collaborations with network partners, as well as issues/challenges you face working with network partners, if any Partners may include other Police Departments Probation Field Operations Coordinator, Network Services Providers, etc

Please also identify collaborative partnerships you would like to pursue in order to help better serve AB 109 clients

Is there anything that you would like advice and support on? Do you have any specific training needs, resource needs, or requests/suggestions for supporting workshops?

Section Five Dissemination-Outreach

Report on any communication or dissemination activities with project stakeholders or the wider community during the reporting period Include attendance at AB 109 related meetings trainings, conferences

Please also include details of any publicity the project received during the reporting period

Section Six Financial Statement

Detail the expenditures of the AB 109 funded services for the reporting period Against the budget headings you should set out the expenditures for the reporting period noting any significant over/under spend giving reasons The table below is designed to help this reporting process Departments may find it more appropriate to use a spreadsheet to report financial information

Section Seven Next Steps

In this section you should very briefly list the activities planned and/ other information of relevance for the next quarter

Total Budget	\$130,500 00
Reporting Period	

Budget Headings	Total budget allocated	Expenditure this reporting period	Total expenditure to date	Further information
Sal & Ben				

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Indemnification Paragraph 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraphs

“18 Indemnification

A County shall defend, indemnify, and hold harmless Agency, its officers, agents, and employees from County's share of liability for damages caused by the negligence or willful misconduct of the County, its officers, agents, or employees in the County's performance of its obligations under this Contract. However, County's obligations under this paragraph shall not apply to any claim, cost, or liability caused by the sole negligence or willful misconduct of the Agency, or its officers, agents, or employees

B Agency shall defend, indemnify, and hold harmless County, its officers, agents, and employees from Agency's share of liability for damages caused by the negligence or willful misconduct of the Agency, its officers, agents, or employees in the Agency's performance of its obligations under this Contract. However, Agency's obligations under this paragraph shall not apply to any claim, cost, or liability caused by the sole negligence or willful misconduct of the County, or its officers, agents, or employees ”

Insurance. Paragraph 19 (Insurance) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph

“19 Insurance

A During the term of this Contract, Agency shall maintain a policy of liability insurance with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damages to or destruction of property, including the loss thereof, arising from each occurrence. Agency may satisfy its obligations under this paragraph by providing County evidence of self-insurance that meets the requirements of this paragraph. Agency shall be solely responsible for maintaining worker's compensation insurance coverage for its employees, as required by the State of California

B During the term of this Contract, County shall maintain a policy of liability insurance with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damages to or destruction of property, including the loss thereof, arising from each occurrence. County may satisfy its obligations under this paragraph by providing Agency evidence of self-insurance that meets the requirements of this paragraph. County shall be solely responsible for maintaining worker's compensation insurance coverage for its employees, as required by the State of California ”

Contractor

County Dept

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 1 **Compliance with Law** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including nondiscrimination

- 2 **Inspection** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government

- 3 **Records** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County
 - a **Retention of Records** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report, for any further period that is required by law, and until all federal/state audits are complete and exceptions resolved for this Contract's funding period Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government

 - b **Access to Books and Records of Contractor, Subcontractor** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor

- 4 **Reporting Requirements** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report This section applies only if the Payment Limit of this Contract exceeds \$5,000

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5 **Termination and Cancellation**

- a **Written Notice** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent
- b **Failure to Perform** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages
- c **Cessation of Funding** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice

6 **Entire Agreement** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto

7 **Further Specifications for Operating Procedures** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract

8 **Modifications and Amendments**

- a **General Amendments** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval
- b **Minor Amendments** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract

9 **Disputes** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10 Choice of Law and Personal Jurisdiction

- a This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California
- b Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California

11 Conformance with Federal and State Regulations and Laws Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements

12 No Waiver by County Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed, nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract

13 Subcontract and Assignment This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise

14 Independent Contractor Status The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees

15 Conflicts of Interest Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract, or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Code section 1090 In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract

- 16 **Confidentiality** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor

- 17 **Nondiscriminatory Services** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship

- 18 **Indemnification** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control If requested by County, Contractor will defend any such suits at its sole cost and expense If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person, provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees This provision will survive the expiration or termination of this Contract

- 19 **Insurance** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions
 - a **Commercial General Liability Insurance** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract Said policies must constitute primary insurance as to

GENERAL CONDITIONS
(Purchase of Services - Long Form)

County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b **Workers' Compensation** Contractor must provide workers' compensation insurance coverage for its employees.
 - c **Certificate of Insurance** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d **Additional Insurance Provisions** No later than five days after Contractor's receipt of (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract, or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.
- 20 **Notices** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
- 21 **Primacy of General Conditions** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
- 22 **Nonrenewal** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
- 23 **Possessory Interest** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

GENERAL CONDITIONS
(Purchase of Services - Long Form)

requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute

- 24 **No Third-Party Beneficiaries** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties
- 25 **Copyrights, Rights in Data, and Works Made for Hire** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
- 26 **Endorsements** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
- 27 **Required Audit** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the

GENERAL CONDITIONS
(Purchase of Services - Long Form)

contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor

- 28 **Authorization** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein
- 29 **No Implied Waiver** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein