

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number 22-402-18
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**
Department: Health Services – Hazardous Materials Division
Subject: Hazardous Materials Response Unit and Hazardous Material Emergency Vehicle
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 RICHMOND** on behalf of its **FIRE DEPARTMENT** (Hereinafter “Agency”)
Capacity: Public Agency
Address: 440 Civic Center Plaza, Richmond, California 94804-1630
3. **Term.** The effective date of this Agreement is July 1, 2021, and it terminates on June 30, 2022 unless sooner terminated as provided herein.
4. **Payment Limit.** County’s total payments to Agency under this Agreement shall not exceed **\$360,335**.
5. **County’s Obligations.** County shall pay Agency for its provision of services pursuant to 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: Hazardous Material Release Response Plans and Inventory Program (AB 2185) approved by the Board of Supervisors on April 28, 1987.
9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: _____
Health and Safety Code, Division 20, Chapter 6.95, §§ 25500, et seq.; California Code of Regulations, Title 19, Chapter 2, §§ 2620, et seq.; and California Government Code §§ 26227 and 31000.
10. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ <p style="text-align: right;">Chairman/Designee</p>	ATTEST: Clerk of the Board of Supervisors By _____ <p style="text-align: right;">Deputy</p>
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AGENCY

By _____ (Signature of authorized Agency Representative) _____ (Print name and title A)	By _____ (Signature of authorized Agency Representative) _____ (Print name and title B)
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ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date), before me, _____ (Name and Title of the Officer),
personally
appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

By: _____
Designee

County Counsel approval not required
By: per September 12, 2006 Board Order
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Cost Basis Contracts – Long Form)

Number 22-402-18

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:
 - a. \$ _____ monthly,
 - b. \$ _____ per unit, as defined in the Service Plan,
 - c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" referenced in the Service Plan, *or*
 - d. County will pay Agency an amount NOT TO EXCEED \$ 360,335 as follows:
 - (1) An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" which has been prepared and submitted by Agency to County and will be maintained on file in the offices of County's Hazardous Materials Division. Any movement of funds between line items in the budget of estimated program expenditures must have the prior written approval of the Hazardous Materials Program Director.

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

Initials: _____
Agency County Dept.

PAYMENT PROVISIONS
(Cost Basis Contracts – Long Form)

Number 22-402-18

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 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.
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: _____
Agency County Dept.

SERVICE PLAN

Number 22-402-18

1. **Service Specifications.** County will allocate funding from its Hazardous Materials Business Plan inspection fees to Contractor who will maintain a Hazardous Materials Response Unit and a Hazardous Materials Emergency Vehicle in West County, which will work in coordination with the Contra Costa Hazardous Materials Program to promote an efficient, joint response effort in West County.

2. **Contractor Responsibilities.** In providing services under this Contract, Contractor's activities shall, include, but may not be limited to, the following:
 - a. Ensure the members of the Contractor's Hazardous Materials Response Unit are trained to the Hazardous Materials Technician, Hazardous Materials Specialist, or the Incident Commander level as required by California Code of Regulations, Subchapter 7. General Industry Safety Orders, Group 16;
 - b. Provide continuous training to ensure that the City of Richmond Hazardous Materials Response Team is able to respond appropriately to any hazardous material event including facilitating drills for such events;
 - c. Ensure the members of the Contractor's Hazardous Materials Response Unit are trained in the Control of Hazardous Substances, Article 109. Hazardous Substances and Processes, §5192. Hazardous Waste Operations and Emergency Response;
 - d. Ensure that the members of the City of Richmond Hazardous Materials Response Team have done the eight-hour refresher training, as required by California Code of Regulations, Subchapter 7. General Industry Safety Orders, Group 16. Control of hazardous Substances, Article 109. Hazardous Substances and Processes, §5192. Hazardous Waste Operations and Emergency Response;
 - e. Ensure that the members of the City of Richmond Fire Department Hazardous Materials Response Team in Contra Costa County receive annual Hazmat Physicals in accordance to National Fire Protection Association (NFPA) standards;
 - f. Provide a training coordinator who can provide consultation including attending meetings that are pertinent to a Hazardous Material Response Team in Contra Costa County, such as the Hazardous Material Interagency Task Force, CAER meetings, and any other meeting to help coordinate or enrich the City of Richmond's Hazardous Materials Response Team;
 - g. Provide quarterly documentation for any training that is given to the City of Richmond's Hazardous Materials Response Team, including:
 1. Hours for developing training and giving the training;
 2. Listing of who took the training;
 3. Verification that the training was understood by the participants;
 4. Drills performed; and
 5. Participants of the drill.
 - h. Provide quarterly documentation of the status of each member of the Hazardous Materials Response Team who have and have not completed any of the training that is required and at the frequency of such refresher training. Providing a listing of each responder's anniversary date of the refresher training is due and updated quarterly as needed;

Initials: _____
Agency County Dept.

SERVICE PLAN

Number 22-402-18

- i. Provide a monthly listing of hazardous materials meeting attended and by whom; and
 - j. Participate in joint drills and training when developed or arranged by County.
3. **County's Training Responsibilities.** To ensure that the Contractor is trained to respond to hazardous material incidents the County agrees to assist Contractor by:
- a. Provide assistance to the Training Coordinator in conducting any continuous training;
 - b. Provide information on any training that will assist in the coordination efforts of the County and the City of Richmond's Hazardous Materials Response Teams;
 - c. Notify the City of Richmond of any hazardous materials drills that are being performed by any of the facilities that handle hazardous materials within the City of Richmond, in which the County is aware;
 - d. Develop or arrange trainings and drills that can be attended jointly by the Contractor and the County; and
 - e. Allocate funding for all activities required in providing services as set forth in Service Specifications, including but not limited to Annual Hazardous Material Physicals in accordance to NFPA Standards.
4. **Budget of Estimated Program Expenditures.** A budget of estimated program expenditures for the services described in this Contract shall be prepared and submitted by Agency to County and will be maintained on file in the offices of County's Hazardous Materials Division. Any movement of funds between line items in the budget of estimated program expenditures must have the prior written approval of the Hazardous Materials Program Director.
5. **Service Program Administration and Fiscal Management.** Agency will administer the service program covered by this Contract as a separate organizational, administrative, and fiscal activity and shall keep this program separate and distinct from other activities. Agency must establish and maintain a fiscal management system of cost center accounts so that funds provided by this Contract will not be co-mingled with or used in Agency's other activities, which are not covered by this Contract.

Initials: _____
Agency County Dept.

SPECIAL CONDITIONS

Number 22-402-18

1. **Contractor/Agency.** All occurrences of the term “Contractor” in the Payment Provisions and General Conditions are hereby deleted and replaced with “Agency”.

2. **Termination.** General Conditions, Paragraph 5. (Termination), is hereby deleted in its entirety, and replaced with a new Paragraph, to read as follows:
“5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon **sixty-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 Agency, may immediately terminate this Contract should Agency 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 Agency’s performance shall be deducted from any sum due Agency under this Contract, without prejudice to County’s rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.”

3. **Confidentiality of Information.** In addition to the requirements of General Conditions, Paragraph 16. (Confidentiality), Agency must ensure confidentiality of information, as follows:
 - a. Agency will protect from unauthorized disclosure names and other identifying information of persons receiving services from Agency pursuant to this Contract, except for statistical information not identifying any client.
 - b. Agency will not use such identifying information for any purpose other than carrying out the Agency's obligations under this Contract.
 - c. Agency will promptly transmit to the County all requests for disclosure of such identifying information not emanating from the Client.
 - d. Agency will not disclose, except as otherwise specifically permitted by this Contract or authorized by the Client, any such identifying information to anyone other than the County without prior written authorization from the County.
 - e. For purposes of this paragraph, “identifying information” includes, but is not limited to, name, identifying number, symbol, or other identifying particular assigned to an individual, such as a finger or voice print or a photograph.

4. **Indemnification.** General Conditions, Paragraph 18. (Indemnification), is hereby deleted in its entirety and replaced with a new Paragraph 18, to read as follows:
“18. **Indemnification.**
 - a. Agency shall defend, indemnify, save and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from, or connected with, the operations or services of Agency or its

Initials: _____
Agency County Dept.

SPECIAL CONDITIONS

agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Agency will make good to and reimburse the County for any expenditures, including reasonable attorney's fees, the County makes by reason of such matters, and, if requested by County, will defend any such suits at the sole cost and expense of Agency.”

5. **Insurance.** Paragraph 19. (Insurance), of the General Conditions is hereby deleted in its entirety, and replaced with a new paragraph to read as follows:

“19. **Insurance.**

- a. Agency shall maintain Workers' Compensation coverage, for all its employees. Agency represents that it is a legally self-insured public entity and maintains a self-insured retention of seven hundred fifty thousand dollars (\$750,000) with excess coverage through participation in the California State Association of Counties - Excess Insurance Authority (CSAC-EIA). Agency shall provide evidence of such coverage to County in writing.
- b. Agency shall maintain general comprehensive liability and auto liability coverage at all times with minimum limits of one million dollars (\$1,000,000) per occurrence. Agency represents that it is a legally self-insured public entity and maintains a self-insured retention of five hundred thousand dollars (\$500,000) per occurrence with excess liability coverage provided through participation in the California Joint Powers Risk Management Authority (CJPRMA). Agency shall provide evidence of such coverage in writing. Such insurance must include the County and its officers and employees as additional insureds as to all services performed by Agency under this Contract.”

6. **Disputes.** General Conditions, Paragraph 9. (Disputes), is hereby deleted in its entirety, and replaced with a new Paragraph, to read as follows:

“9. **Disputes.** Disagreements between County and Agency 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. Agency reserves the right to challenge the final written determination of the department head regarding the meaning, requirements, or performance of this Contract in the courts of Contra Costa County, State of California.”

Initials: _____
Agency 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 \$200,000 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 \$200,000 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.

Contractor

County Dept.

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, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, 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 Code section 1090. In

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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 County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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 expends \$750,000 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 Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (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 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.