



CITY OF PITTSBURG AGENDA

OCTOBER 16, 2023

**CITY OF PITTSBURG MARINA CENTER
340 MARINA BOULEVARD, PITTSBURG, CA**

PLEASE NOTE VENUE CHANGE DUE TO COUNCIL CHAMBER REMODEL

**REGULAR MEETING
7:00 P.M.**

**CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY**

PRESIDING

**Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice- Mayor/Chair
Jelani Killings, Council Member/Board Member
Dionne Adams, Council Member/Board Member
Angelica Lopez, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

Pittsburg City Council regular meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.pittsburgca.gov. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Presentation by Contra Costa Water District

PROCLAMATIONS

2. National Immigrants Day

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

CONSIDERATION

3. Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County Employment and Human Services for a Technology Lab at the Pittsburg Senior Center

The City of Pittsburg has been awarded a \$33,000 grant to provide a technology lab at the City's Senior Center for older adults and persons with disabilities. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the FY 2023-24 Recreation budget.

4. Adoption of Minute Order to Appoint Board Members to the Pittsburg Enhanced Infrastructure Financing District Public Financing Authority

On September 18th, 2023, the City Council adopted a revised Resolution of Intent (ROI) to establish an Enhanced Infrastructure Financing District (EIFD) as a financing mechanism for expanding and enhancing infrastructure within certain areas of the community. This step authorizes the City to establish a Public

Financing Authority (PFA), which will be responsible for overseeing the EIFD. The following action presented in this report is to appoint members, in accordance with Section 53398.51.1(a) of the California Government Code, to the PFA.

5. Adoption of a City Council Resolution to Authorize the City Manager to Negotiate and Execute an Agreement with Retail Strategies LLC for Commercial Business Recruitment Services and Allocating Funding

In order to further its retail, restaurant, and other commercial business recruitment efforts, the City is proposing to enter into a professional services contract with Retail Strategies LLC in an amount not-to-exceed \$150,000.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

6. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 4097 - 2023/24 CDBG ADA Curb Ramp Installation

Project 4097, 2023/24 CDBG ADA Curb Ramp Installation ("the Project"), is for the construction of 17 curb ramps in the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions. If adopted, this Resolution will accept the plans and specifications for the Project and authorize the City Manager to award a construction contract to Arias Concrete Contractor Inc.

7. Adoption of a City Council Resolution Authorizing Execution of the Fourth Amendment to the Consultant Services Agreement with Haley and Aldrich, Inc., Formerly Cal Engineering & Geology, Inc., for Supplemental Engineering Staff Services

To counteract the shortage of professionals available to complete the existing workload, the Engineering Division entered into an Agreement with Haley and Aldrich, Inc., formerly Cal Engineering & Geology, Inc., to supplement the division's staffing while recruitment is conducted for hard-to-fill positions. The Fourth Amendment to the agreement will increase the total compensation.

8. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Cannabis Tax Fund Grant for DUI-Drug Enforcement

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of the Highway Patrol. The \$22,525 grant will provide resources to fund various traffic enforcement and safety programs.

9. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program (STEP)

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the Office of Traffic Safety. The \$145,000 grant will provide resources to fund various traffic enforcement and safety programs.

10. Adoption of a City Council Resolution Amending the Business Improvement District Contract by and Between the City of Pittsburg and the Pittsburg Chamber of Commerce

On June 1, 2022, the City and the Pittsburg Chamber of Commerce (Chamber) entered into a Business Improvement District (BID) contract for Fiscal Year (FY) 2022-2023 for specific services to be provided to the City by the Chamber. Staff is proposing an amendment to the contract to extend the term and increase the compensation.

11. Adoption of a City Council and a Southwest Geological Hazard Abatement District II (GHAD) Resolution Authorizing an Interfund Loan of \$1,756,462 from the GHAD Fund to the Economic Development Fund

On October 3, 2022, the City Council authorized the City Manager to negotiate and execute the Seventh Amendment to the Amended and Restated Purchase and Sale Agreement by and between the City of Pittsburg and Stay Cal Pittsburg LLC ("Stay Cal"), including a market-interest loan of up to \$4.3 million. To assist in meeting the City's obligation to provide the loan, the City proposes to execute an interfund loan between the Southwest Geological Hazard Abatement District II (GHAD) Fund and Economic Development Fund in an amount of \$1,756,462 ("Loan Amount").

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)
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ADJOURNMENT TO NOVEMBER 6, 2023

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given up to three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at (925) 252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones and electronic devices, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2023

Updated July 17, 2023

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
ABAG	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	4:30 pm	J. Samuelson
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alt.	Standing	4 th Monday	2:00 pm	J. Davis
			Bi-Monthly		
East County Water Management	Juan Banales / Jelani Killings Alt.	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alt.	Standing	Quarterly	7:00 pm	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alt.	Standing	2 nd Thursday	6:30 pm	J. Samuelson
Tri-Delta Transit (2 reps)**	S. Scales-Preston & Dionne Adams / Jelani Killings Alt.	Standing	Last Wednesday	4:00 pm	J. Samuelson
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	3 rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Shanelle Scales-Preston / Juan Banales Alt.	Standing	1 st Thursday	6:30 pm	G. Evans
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alt.	Standing	2 nd Thursday	4:00 pm	M. Aliotti
			Quarterly		
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	Monthly		S. Albanese
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
Community and Economic Development	Jelani Killings & Angelica Lopez / Juan Banales Alt.	Standing	As needed		J. Davis
Finance Management	Shanelle Scales-Preston & Juan Banales / Jelani Killings Alt.	Standing	As needed		P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	As needed		J. Brizel
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez Alt.	Standing	As needed		J. Samuelson
Life Enrichment	Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alt.	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Jelani Killings / Dionne Adams Alt.	Standing	As needed		S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of \$170 per month

**Stipend of \$100 per month



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL IMMIGRANTS DAY

October 28, 2023

WHEREAS, the United States of America is known as the world's melting pot, and every year on October 28 National Immigrants Day gives us a reason to reflect on how unique that distinction is among the world's 195 sovereign nations; and

WHEREAS, as Americans, we are proud of our long history of welcoming immigrants from all parts of the world and value their contributions that add zest to our nation's blend of cultures, customs, and traditions; and

WHEREAS, America is the world's great experiment in freedom and individual rights, and unlike any other nation in our planet, it was founded and built by immigrants; and

WHEREAS, Americans are citizens either by birth or by choice, abiding under a common flag and constitution, united by its legacy as a land of freedom and opportunity; and

WHEREAS, we are a sum of every idea and dream that ever stepped ashore with an immigrant seeking new opportunities in the United States; and

WHEREAS, the City of Pittsburg is proud of our immigrants throughout history and today that have made a home here in the City.

NOW, THEREFORE, I, Shanelle Scales-Preston, on behalf of the City Council of the City of Pittsburg, do hereby proclaim October 28, 2023 as National Immigrants Day and urge all residents to celebrate this day with proper celebrations and activities.



Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

ATTEST: October 16, 2023



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County Employment and Human Services for a Technology Lab at the Pittsburg Senior Center

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded a \$33,000 grant to provide a technology lab at the City's Senior Center for older adults and persons with disabilities. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the Fiscal Year 2023/24 Recreation Department budget.

FISCAL IMPACT

If approved, the resolution will authorize allocation of the \$33,000 grant funds to the Fiscal Year 2023/24 Recreation Department budget under Fund 299-42191 (Miscellaneous Grants – Recreation). No additional expenditure from the General Fund is required for the receipt of the grants since no matching funds are required.

RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance of the grants and allocation of the additional \$33,000 to the Fiscal Year 2023/24 Recreation Department budget.

BACKGROUND

Staff applied for and was awarded a Home and Community Based Services (HCBS) – Older Adults Recovery and Resiliency Access to Technology Grant (OARR) in the amount of \$33,000 from Contra Costa County Employment and Human Services. This fund is administered by Contra Costa County.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

The Older Adults Recovery and Resiliency Access to Technology Grant provides funding for agencies to provide a technology lab to older adults and persons with disabilities. Staff will utilize the grant funds to replace the current outdated lab located within the Pittsburg Senior Center located at 300 Presidio Lane. The new lab will feature thirteen encrypted workstations, a localized printer, large presentation monitor, replacement of outdated WiFi technology, as well as necessary network server, switches and routers for efficiency. Additionally, the grant does allow for staff time for equipment installation. As part of the grant, funding covers the cost of an instructor and assistant to provide six classes to educate older adults and adults with disabilities on how to use technology to assist in the basics of daily living thereby helping them continue living independently in their communities.

The OARR Access to Technology Grant does not require matching funds.

ATTACHMENTS: Resolution
 Contra Costa County Interagency Agreement Number 40-501-0

Report Prepared By: Kolette Simonton, Director of Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Grant Funds from)
Contra Costa County Employment)
And Human Services Department)
For A Technology Lab at the)
Pittsburg Senior Center)

RESOLUTION NO. 23-

WHEREAS, the City applied for and was awarded a Home and Community Based Services (HCBS) – Older Adults Recovery and Resiliency Access to Technology Grant (OARR) in the amount of \$33,000 from Contra Costa County Employment and Human Services; and

WHEREAS, the OARR Access to Technology Grant provides funding to agencies to provide a technology lab available to older adults and persons with disabilities; and

WHEREAS, City will establish the OARR technology lab which includes thirteen workstations at the Pittsburg Senior Center located at 300 Presidio Lane; and

WHEREAS, City will provide programming to educate older adults and adults with disabilities on how to use technology to assist in the basics of daily living thereby helping them continue living independently in their communities; and

WHEREAS, Home and Community Based Services (HBCS – Older Adults Recovery and Resiliency Access to Technology Grant does not require a match; and

WHEREAS, the City wishes to accept these grants and allocate the funds to the Fiscal Year 2023/24 Recreation Department budget (Fund 299-42191).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the \$33,000 grant from the Contra Costa County Employment and Human Services and allocates the funds to the Recreation Department budget for Fiscal Year 2023/24.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of October, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contra Costa County
Standard Form A-4
Revised 2002

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number 40-501-0
Fund/Org# 5278
Account # 2310
Other ZM9

1. **Contract Identification.**

Department: Employment and Human Services

Subject: Interagency Agreement between Contra Costa County Employment and Human Services and the Agency named below for the provision of Home and Community Based Services (HCBS) - Older Adults Recovery and Resiliency (OARR) Access to Technology Grant for Contra Costa County residents.

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 Pittsburg (hereinafter "Agency")
Capacity: A public agency
Address: 300 Presidio Lane, Pittsburg, CA 94565

3. **Term.** The effective date of this Agreement is July 1, 2023 and it terminates on June 30, 2024 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$33,000.00.

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

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and the 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: N/A

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities

California Government Code section 26227.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS DocuSigned by: <i>Cindy Shelton</i> AFF460B1FAA143E... By _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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AGENCY

DocuSigned by: <i>Garrett Evans</i> 08ECADAB843045C By _____ (Signature of authorized Agency representative) Garrett Evans City Manager (Print name and title A, if applicable)	DocuSigned by: <i>Paul Rodriguez</i> 5201151133FE2400 By _____ (Signature of authorized Agency representative) Paul Rodriguez Finance Director (Print name and title B, if applicable)
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Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 40-501-0

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 BY COUNTY COUNSEL

By: *Shayla Stony*
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: *Danielle Foffma*
Designee

DocuSigned by:

DocuSign ID: 97E213A5-5047-410B-9475-118177E2CA7B

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 40-501-0

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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personally appeared, _____,

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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 BY COUNTY COUNSEL

By: *Nancy A. Sony*
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

DocuSigned by:
Danielle Foffma
E008C49B05844BA...

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 40-501-0

ACKNOWLEDGMENT

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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.

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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 BY COUNTY COUNSEL

By: *Mary A. Story*
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee
DocuSigned by:
Danielle Foffma
EP08C49B05944BA...

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: 40-501-0

ACKNOWLEDGMENT

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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 BY COUNTY COUNSEL

By: *Nancy Astory*
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: *Danielle Foffma*
Designee

DocuSigned by:

EP08C49B05941BA...

Contra Costa County
Standard Form P-2
Revised 2008

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

Number 40-501-0

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 1. 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.

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Contra Costa County
Standard Form P-2
Revised 2002

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

Number 40-501-0

- ☐ 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.

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

Number 40-501-0

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.

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**Service Plan
(Purchase of Services – Long Form)**

Number 40-501-0

I. Purpose

The purpose of this Contract is to set forth the respective responsibilities of City of Pittsburg (Contractor) and Contra Costa County on behalf of its Employment and Human Services Department (EHSD or County) for the provision of Home and Community Based Services (HCBS) – Older Adults Recovery and Resiliency (OARR) Access to Technology Grant for Contra Costa County residents.

II. Agency Obligations

Agency agrees to provide services in accordance with the definition and conditions in the Area Agency on Aging (AAA) Special Conditions (Form L-4).

- A. Agency will provide services countywide with special attention to addressing priority populations as defined in the Older Americans Act (OAA). Agency will:

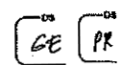
Increase the number of priority populations (minorities with greatest economic need) served at the San Pablo Community Center given access to web browsing and email by fifteen percent (15%) by June 30, 2024.

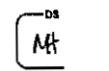
- B. Eligibility

Agency will ensure that participants are residents of Contra Costa County who meet the following eligibility requirements:

1. Any older individual, sixty (60) years or older
2. Person with a disability, age eighteen (18) years or older

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Standard Form L-3
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Service Plan
(Purchase of Services – Long Form)

Number 40-501-0

C. Unit Measures and Definitions

The Access to Technology (ATT) program provides opportunities for diverse older adults aged 60 and older and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources. ATT services are measured and defined as follows:

Service Category	Unit Measure	Definitions
Tech Literacy Trainings	1 training	Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
Outreach	1 individual reached	Interventions (one-on-one contacts) with individuals initiated by a provider for the purpose of identifying potential clients and encouraging their use of existing services and benefits.
Unduplicated Individuals Served	1 unduplicated individual served	Unique number of individuals served. Participant is accounted for only once, regardless of how many times they are served.

D. Performance Objectives

Agency will provide opportunities for eligible program participants to access technology. Agency will:

1. Develop technology labs with thirteen (13) number of workstations
2. Serve sixty (60) number of individuals
3. Provide six (6) number of technology literacy trainings

Service	# Units to be Served	Unduplicated # of Individuals to be Served
Tech Literacy Trainings	6	60
Outreach	200	100

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Standard Form L-3
Revised 2008

**Service Plan
(Purchase of Services – Long Form)**

Number 40-501-0

III. Program Requirements

- A. Agency will use Access to Technology (ATT) grant funds to set-up a technology lab with thirteen (13) workstations that will be available to older adults and persons with disabilities.
- B. Agency will develop an onsite program equipped with technology devices, which may include, but are not limited to, desktop and tablets, to enable eligible participants to access online information, connect to services, and increase digital literacy.
- C. Agency will procure and outfit digital technology devices/equipment with reliable connectivity.
- D. Agency will conduct outreach to promote the ATT program to potential eligible individuals.
- E. Agency will dedicate staff and/or volunteers to coordinate trainings, maintain and protect technology resources, and support program participants with technology needs by assisting, connecting, or referring participants to services.
- F. Agency will provide older adults and adults with disabilities with enhanced vital HCBS services such as telehealth; social engagement/isolation prevention; and information on nutrition, transportation and long-term support services through broadband access/internet connectivity.
- G. Agency will reduce social isolation and improve wellbeing by expanding access and increasing connections and communication with family members, friends, caregivers, healthcare professionals, community resources and services.
- H. Agency will enhance self-confidence by working to eliminate fears and doubts over ability to use technology and develop confidence that comes from familiarity with knowledge and the advantages and benefits that technology can offer.
- I. Agency will educate older adults and adults with disabilities on how to use technology to assist in the basics of daily living, such as paying bills and grocery shopping, thereby helping them to continue living independently in their communities.

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Standard Form L-3
Revised 2008

**Service Plan
(Purchase of Services – Long Form)**

Number 40-501-0

IV. Data Reporting Requirements

- A. Agency will develop and administer program evaluation and quality assurance tools, which may include but are limited to, client satisfaction surveys and questionnaires.
- B. Agency will collect and maintain programmatic data for reporting (e.g., number of clients served, type and number of devices and equipment purchased), services being provided (e.g., internet data plans), and other forms of programmatic data.
- C. Agency will submit monthly expenditure reports and quarterly programmatic reports to AAA as required by California Department of Aging (CDA).
- D. California Department of Aging (CDA) has the right to ask for records, reports, forms, and other documents related to Agreement services.
- E. Agency will provide County and/or CDA records, reports, and other document related to Agreement services upon request.
- F. Both ongoing and new Agreement awards shall be in full Agreement compliance within 120 days of the beginning date of the Agreement. The AAA shall evaluate the Agency's capacity to fulfill contract goals if full compliance by this time has not occurred. (22 CCR §7364(c))
- G. Agency agrees not to use grant funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress. (22 CCR §7364 (a)(2))
- H. Agency will have data management policies and procedures in place that track services provided under the Agreement including reporting client outcomes

V. Match Requirements

The Home and Community Based Services (HBCS) – Older Adults Recovery and Resiliency (OARR) Access to Technology Grant does not require a match.

VI. Information Security Addendum

In addition to the security requirements required by the CDA, Contractor will comply with the requirements set forth in **Attachment B: Information Security Addendum** attached hereto and incorporated herein.

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From L-3 (Page 4 of 6)

Contra Costa County
Standard Form L-3
Revised 2008

**Service Plan
(Purchase of Services – Long Form)**

Number 40-501-0

VII. County Obligations

County will:

- A. Monitor and evaluate services provided under this Agreement.
- B. Collect and review data from Agency and report to California Department on Aging.
- C. Negotiate modifications or revisions to facilitate that all necessary service/program requirements are covered. (22 CCR §7364 (a)(1))
- D. Reduce the budget in the event that service levels specified in the bid/proposal or this Agreement are not attained. (22 CCR §7364 (a)(3))
- E. Provide technical assistance to facilitate compliance with applicable regulations and policies set forth under this Agreement.

VIII. Payment Provisions

- A. County's total payments to Agency under this Agreement will not exceed \$33,000.00 (the "Payment Limit").
- B. All payments under this Contract will conform to **Attachment A: Budget of Estimated Program Expenditures** attached hereto and incorporated herein by reference.
- C. This is a monthly cost reimbursement agreement. Subject to the Payment Limit and the Payment Provisions contained herein, Agency's allowable costs must be in accordance with the Agreement budget line items and expenditures in each category as identified in Attachment A, Budget of Estimated Program Expenditures attached hereto and incorporated herein by reference. Adjustments between line item expenses may be made if the line item budget adjustment is no more than ten (10) percent of the budgeted line item. The AAA Division Manager, or designee, may approve any line item adjustment, which exceeds the line item budget by more than ten (10) percent.
- D. Demands for payment must be submitted monthly on County Demand Form D-15 with documentation attached detailing monthly expenditures, as well as service delivery. Completed demands will be submitted not more than thirty (30) days following the end of the billing period, with the exception of the billing period covering December 1, 2023 through December 31, 2023 in which the demand must

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Contra Costa County
Standard Form L-3
Revised 2008

**Service Plan
(Purchase of Services – Long Form)**

Number 40-501-0

be submitted on or before January 10, 2024. Demands will be sent via email to designated AAA Senior Staff Assistant, AAA Division Manager, or designee.

- E. Upon approval of the demands, the demand will be submitted for payment.
- F. In the event of any conflict between this provision and any other provision of this Agreement, including but not limited to, the provisions of Standard Form P-2, this provision governs.

Attachment A: Budget of Estimated Program Expenditures

Attachment B: Information Security Addendum

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Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

A. Definitions

1. "County" means: County Costa County through its Employment and Human Services Department, Area Agency on Aging.
2. "Department" or "EHSD" means: Employment and Human Services Department.
3. "CDA" means: California Department of Aging.
4. "AAA" means: Area Agency on Aging.
5. "CFR" means: Code of Federal Regulations.
6. "CCR" means: California Code of Regulations.
7. "USC" means: United States Code.
8. Title III program definitions and requirements may be found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Div. 1.8, Section 7000, et seq., and Department Program Memoranda.
9. "Service Population" means an emphasis on serving those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E)] [Title 22, CCR, §§7125, 7127, 7130, and 7135]. Greatest Social Need: (GSN) is defined as an older person, age 60 and older, having at least two of the following characteristics: handicapped, language/communication barrier, lives alone, or age 75 or over. Greatest Economic Need: (GEN) is defined as an older person whose monthly income is at or below the Federal poverty guidelines.
10. **Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information System (NAPIS) and National Ombudsman Reporting System (NORS).
11. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans.
12. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to individuals who are frail as defined by 22 CCR §7119, homebound by reason of illness or disability, or otherwise isolated. Services include: meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans.

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Revised June 2022

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Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

13. **Title IIID (Health Promotion Services)** means the provision of health risk assessments; routine health screenings; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventive health services.
14. **Title IIID (Medication Management)** means medication screening and education to prevent incorrect medication and adverse drug reactions.
15. **Title III E (Family Caregiver Support Program):** Contractor must read Attachment 7, Title III E Definitions, attached hereto and incorporated herein by reference. Said definitions define terminology, eligibility and service categories for the OAA, if applicable.
16. **Definitions Specific to Title VIIA (Allotments for Vulnerable Elder Rights Protection Activities- Long Term Care Ombudsman Programs)**
 - a. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
 - b. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA § 711(3), § 712(a) (5)(A); W&I § 9701(a)].
 - c. **Local Ombudsman Program Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements.
 - d. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; W&I Code § 9712.5]
17. **Definitions Specific to Title VII B (Allotments for Vulnerable Elder Rights Protection Activities-Programs for Prevention of Elder Abuse, Neglect and Exploitation.**

Approved by County Counsel as to form June 2022
Revised June 2022

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Form L-4 (Page 2 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation) [OAA §721), including:

- a. Providing for public education and outreach to identify and prevent elder abuse, neglect and exploitation.
- b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals.
- c. Ensuring the coordination of services by AAA with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction.
- d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect and exploitation in public interest messages disseminated in local media through the Public Service Announcement (PSA) system to raise awareness around elder abuse.
- e. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.
- f. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.
- g. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims.
- h. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate.

B. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Contract in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Contractor and its subcontractors, when approved by County, shall keep in effect all licenses, permits, notices, and certificates that are required by law.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Form L-4 (Page 3 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

C. Nondiscrimination in Employment, Services, Benefits and Facilities:

Contractor shall comply with all federal and state statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), CCC 307 - DGS.CA.gov, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. **Equal Access to Federally-Funded Benefits, Programs and Activities:** Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC § 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
2. **Equal Access to State-Funded Benefits, Programs and Activities:** Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
3. **California Civil Rights Laws:** Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor's internal policies are not used in violation of California Civil Rights Laws.
4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC § 12101 et seq.]
5. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Contract.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Contract and when applicable give notice of these obligations to labor organizations with which they have Contracts.

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Revised June 2022

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Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501.0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

D. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with:
 - a. Copeland "Anti-Kickback" Act ([18 USC §874, 40 USC) §3141] [29 CFR Part 3]).
 - b. Davis-Bacon Act [40 USC §3141 et seq.] ([29 CFR Part 5]).
 - c. Contract Work Hours and Safety Standards Act (40 USC §3701 et seq.,) [29 CFR, Part 5, 6, 7, 8]).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property that would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the County.
3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from the County before making any fund or budget transfers between construction and non-construction.

E. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC §7401).
2. The Clean Water Act, as amended (33 USC §1251, et seq.).
3. Environmental Protection Agency Regulations (40 CFR 29) [Executive Order 11738].
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010, Civil Code § 51, et seq.]]

F. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief, that it:
 - a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

- b. Has not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Has not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Contractor shall:
- a. Report immediately to the County in writing any incidents of alleged fraud and/or abuse by Contractor.
 - b. Maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
 - c. Agree to timely execute any and all amendments to this Contract or other required documentation relating to debarment/suspension status.

G. Corporate Status

- 1. Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract.
- 2. Contractor shall ensure that any subcontractors providing services under this Contract shall be of sound financial status. Any private, subcontracting corporation shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract.
- 3. Failure to maintain good standing by the contracting corporation shall result in suspension or termination of this Contract with the County until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation shall result in suspension or termination of the subcontract until satisfactory status is restored.
- 4. Contracts with individuals are not subject to the restrictions set forth above in Paragraph G. Corporate Status.

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Revised June 2022

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Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING

H. Lobbying Certification:

1. Contractor must read, sign and date Lobbying Certification Attachment 4 and return with the contract. To report lobbying activities, Contractor must complete Standard Form Disclosure of Lobbying Activities LLL (Attachment 10). Refer for implementing guidance published by the Office of Management and Budget for additional information.
2. Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the congress.

I. Contractor and its Subcontractor/Vendors shall comply with Governor Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

J. Commencement of Work: Should Contractor begin work in advance of receiving notice that this Contract is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

K. Property:

1. Unless otherwise provided for in this Paragraph K, property refers to all assets used in operation of this Contract.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles as defined below.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges and file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Non-capitalized property means those items that do not meet the reporting requirements enumerated in the above (Paragraph K. 2 (a, b, c)).
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must be capitalized. Additions typically involve physical extensions of existing units.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MT
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

5. Intangibles are property that lacks physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, and similar items).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. Contractor shall record the following information when property is purchased with funds from this Contract, and submit Property Acquisition Form (CDA 9023), included as Attachment 5, for all property furnished or purchased by Contractor with funds awarded under the terms of this Contract, as instructed by County. Contractor shall record at minimum, the following information when property is acquired:
- a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Purchase cost or other basis of valuation.
 - e. Serial number (if applicable).
 - f. Fund source.
 - g. Purchase cost or other basis of valuation.
7. Prior to disposal of any property purchased by Contractor with funds from this Contract, Contractor must obtain approval from the County regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the County. Contractor shall use the Request to Dispose of Property (CDA 248) Attachment 6 to dispose of property.
8. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives,

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

- personal computers, personal digital assistants (PDAs), cell or smart phones, multi-functional printers, and laptops.
9. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the County.
 10. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from the County regarding the final disposition of the property.
 11. In the event of Contractor's dissolution or upon termination of this Contract, the Contractor shall provide a final property inventory to the County. The County reserves the right to require Contractor to transfer such property to another entity, or to the County.
 12. To exercise the above right to transfer property, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, the County will issue specific written disposition instructions to Contractor.
 13. The Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
 - a. Another County program providing the same or similar service; or
 - b. Another County(CDA)funded program; or
 - c. State/federally-funded program.

Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, County may require reimbursement under this Contract for its use.

Contractor shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.

If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

L. Access

Contractor shall provide access to the County, State, or Federal agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized Federal or State representatives

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK MH
Contractor County Dept.

Form L-4 (Page 9 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING

to any books, documents, papers, records, and electronic files of the Contractor, which are directly pertinent to this Contract for the purpose of audit, examination, excerpts, and transcriptions.

M. Monitoring, Assessment, and Evaluation

1. Authorized County or State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Contract. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
2. Contractor shall cooperate with the County and State in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff available during any scheduled process.

N. Fiscal/Budget/Data/Other Requirements

1. **LOCAL SHARE/MATCH:** Contractor shall during the term of this Contract provide and identify cost of Contract match each month, totaling a minimum of 1/9th of federal funds unless specified otherwise.
2. **FUNDING:** Funding for this Contract is contingent upon the availability of State and Federal funds and can be terminated when such funds are not available (see Paragraph Q.2).
3. **LINE ITEM CHANGES:** Contractor shall obtain written authorization from AAA prior to individual line-item changes of more than 10%, subject to the total Contract payment limit.

Contractor utilizing line item budgets will provide to the County a written Cost Allocation Plan (CAP) detailing each cost item and its allocation method. Individual cost items may be incurred that are specific to a grant program but central costs must be allocated. These allocated costs are direct costs. Utilizing the methodology described in the submitted CAP, Contractor must prepare schedules that detail the allocation of 100% of the cost in the Contractor expenditure reports itemizing the allocation of each service to the specific benefited program. For contracts with a total payment limit of \$50,000 or less, Contractor may submit one written paragraph detailing the CAP.

4. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving such as Medicaid waiver programs or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Health Care Services, Caregiver Resource Centers and other Title III funded providers.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials:

GE	PR
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MT

Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

5. **DISALLOWED COSTS and INDIRECT COSTS:** Disallowed costs means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2) The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure determined by the Department as not in compliance with this Contract or determined to be unrelated to Contract activities; or inappropriate to such activities; or for which there is insufficient supporting documentation presented; or for which prior approval was required but was either not requested or not granted.

INDIRECT COSTS:

(1) The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. (2) Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by the County. (3) Indirect cost rates exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from the County prior to budgeting the excess indirect costs as in-kind.

RECOVERABLE COST:

Is defined as the state and federal share of the questioned cost.

QUESTIONED COSTS:

Is defined as a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

ALLOCATION:

Is defined as the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

UNALLOWABLE PROFIT:

The US Department of Health and Human Services (DHHS) does not allow recipients of DHSS funds to earn a profit even if the recipient is a commercial organization as stipulated in §75.216(b) in 45 CFR 75. Profit is any amount in excess of allowable direct and indirect costs. Contractor may not include profit on AAA funding streams as stipulated in §75.400(g) in 45 CFR 75.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING

6. RECORDS:

Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of records to account for the funds received under the terms and conditions of this Contract separate from any other funds administered by Contractor. All records pertaining to this Contract must be made available for inspection and audit by the County, at any time during normal business hours.

- a. All Records are to be kept until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch.
- b. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in section a above. Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of the Contractor, and are returned to the County or transferred to another contractor as instructed by the County.
- c. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and is so stated in writing to the Contractor.
- d. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Contract. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by the County during the audit resolution process.
- e. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Contract. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

7. TRAVEL: Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK MH
Contractor County Dept.

Form L-4 (Page 12 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

differences in costs, from funds other than those provided by the County, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the County. [State Contracting Manual (SCM) 3.17.2:A(4)]

8. AUDIT REQUIREMENTS:

- a. Contracts less than \$25,000 are required to provide an unaudited financial program schedule of expenditures and revenues to the Department (Fiscal Unit) within 30 days of the termination date of the contract. Any adjustment to charges submitted during the contract period are to be adjusted by Contractor at this time. A completed County Demand Form (D-15) will accompany the program schedule of expenditures and revenues when adjustment of claimed expenditure is necessary. A report of over reimburse expenditures by Contractor will be accompanied by a check in the amount of the adjustment made payable to the Auditor Controller, Contra Costa County.
- b. Irrespective of the contract amount, if an audit or financial report is required by another agency or is available, a copy of the audit and financial reports will be sent to the Employment and Human Services Department, Fiscal Unit, 40 Douglas Drive, Martinez, CA 94553 immediately upon completion. The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or no later than nine months after the end of the audit period, unless a longer period is agreed to in advance by the County.
- c. Contractors that expend \$750,000 or more in Federal Funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

Contra Costa County Employment and Human Services
Attention: Fiscal Officer
40 Douglas Drive
Martinez, CA 94553

The copy shall be submitted within thirty days after receipt of the Auditor's report or nine months after the end of the audit period, whichever occurs first.

- d. For purposes of reporting, Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit's "Schedule of Expenditures of Federal Awards (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: CE PR MT
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

- e. For State-funded contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" (SEFA) or program audit by the appropriate program name, identifying grant/contract number, and as passed through Contra Costa County.
- f. Contractor shall ensure that the single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F –Audit Requirements::
 - (1) Performed timely-not less frequently than annually. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - (2) Properly procured-use procurement standards provided for auditor selection. [2 CFR §200.509 and 45 CFR 75.509].
 - (3) Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514 and 45 CFR 75.514].
 - (4) Audits are all inclusive-includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR §200.515 and 45 CFR 75.15].
 - (5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F Audit Requirement.
- g. Contractor shall perform a reconciliation of the Cost Report and Settlement (see Area Agency on Aging-Attachments, Attachment10) and submit to the County 30 days after fiscal year end.
- h. The County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional audit work, as needed.
- i. Contractor shall cooperate with and participate in any further audits, which may be required by the State of California.

9. **PROGRAM INCOME:** Contractor will report program income to the County. Program income is defined as revenue generated by Contractor or its subcontractors from Contract-supported activities. Program income must be reported and used to *expand* baseline services and *not* charge against existing expenses. The income must be reported and expended under the same

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Form L-4 (Page 14 of 55)

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

terms and conditions as the program funds from which it is generated and must be used to pay for current allowable costs during the same fiscal year that the income was earned.

Program income may not be used to meet the matching requirements of this Contract. Program income includes:

- a. Voluntary contributions received from a participant or responsible party as a result of service.
- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this contract.
- c. Royalties received on patents and copyrights from Contract supported activities.
- d. Proceeds from the sale of goods created under this Contract.

Contractor must develop and implement a method for voluntary client contributions in accordance with the California State Department of Aging Standard Agreement.

Services shall not be denied to any client who does not contribute toward the cost of the services received.

Methods used to solicit voluntary contributions for services shall be non-coercive.

Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service.

10. **MATCHING CONTRIBUTIONS:** "Matching Contributions" means local cash and/or in-kind contributions made by Contractor, a subcontractor, or other local resources that qualify as a match for the Contract funding

- a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor. Matching contributions must be used for allowable costs in accordance with the OMB cost principles..

11. **ONE-TIME-ONLY FUNDS:** Federal Program One-Time-Only (OTO) funds shall be used for the following purposes and are awarded by the County:

- a. The purchase of equipment that enhances the delivery of services to the eligible service population and must be an allowable cost of the program.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MA
Contractor County Dept.

Form L-4 (Page 15 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

- b. Home and community-based projects that are approved in advance by the County, and are designed to address the unmet needs of the eligible service population
- c. Innovative pilot projects that are approved in advance by the County, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
- d. Baseline Services. OTO funds may be approved by the AAA to increase baseline services. Service providers receiving funds for this purpose must understand it is for service delivery during the current contract period *only*.

Nutritional Services Information Program (NSIP) OTO shall be used to purchase food used in the Elderly Nutrition Program.

OTO funding must be tracked separately and submitted on separate demands.

12. **GRIEVANCE PROCEDURE:** Contractor must establish and provide a written grievance procedure for reviewing and attempting to resolve complaints of older individuals. The process shall include:

- a. Time frames within which a complaint will be acted upon.
- b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's review.
- c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint can be released to the responding party without the older individual's consent.
- d. The Grievance procedure must be posted in visible and accessible areas, such as bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "Significant number" shall be established by the AAA. Homebound older individuals should be advised of the process either orally or in writing upon initial contact with the individuals.
- e. Complaints may involve, but not be limited to, any or all of the following:
 - (1) Amount or duration of a service.
 - (2) Denial or discontinuance of a service.
 - (3) Dissatisfaction with the service being provided or with the service provider.
 - (4) Failure of the contractor to comply with any of the requirements set forth in the AAA contract.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK AK
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

13. **EMERGENCY PREPAREDNESS PLAN:** Contractor must maintain, update, and implement, as needed an Emergency Preparedness Plan as approved by the AAA. This plan must ensure the continuation of the provision of Contractor's critical services that will meet the emergency needs of its staff and clients during a disaster. Any changes to the plan must be submitted to AAA for approval.
14. **BREACH OF CONTRACT:** Upon breach of this Contract by Contractor, County shall have all remedies available to it both in equity and/or at law.
15. **STANDARDS OF WORK:** Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to accepted professional standards.
16. **CONFLICT OF INTEREST:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Contract will have any direct or indirect financial interest resulting from this Contract. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Contract without immediate divulgence of such fact to the County.
17. **Covenant Against Contingent Fees:**
 - a. Contractor warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
 - b. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
18. Contractor must complete Attachments 1-4 which are attached hereto and incorporated herein by reference, and return with the signed contract.

O. Grievance Process: AAA Appeals/Fair Hearing process follows a confidential process, which encourages resolution at the lowest level of authority in an informal process whenever possible as described in 22 CCR §7400.

PROCEDURES:

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR Mt
Contractor County Dept.

Form L-4 (Page 17 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

1. First Level of Complaint:

- a. Upon receipt of the complaint, the Program Supervisor shall conduct an informal administrative review within 10 working days of receipt. The complaint will be reviewed based on the merit of the complaint and the verification of the violation of the rights, law, regulation, policy or ordinance cited.
- b. The AAA Program Supervisor shall conduct any necessary follow-up and notify the complainant in writing of the results of the investigation, as well as his or her right to request a meeting with the AAA Program Manager (or Designee).
- c. If the matter is resolved to the Complainant's satisfaction, the AAA Program Supervisor will keep documentation of the complaint and resolution in a secured place.
- d. If the Complainant is not satisfied with the resolution at the lowest level of authority, he or she may request an appeal by the AAA Program Manager. The appeal should include a citation of the law, regulation, policy or ordinance in violation of the Complainant's rights or program standards.

2. Second Level of Complaint:

- a. Upon receipt of the appeal, the Program Manager will set up a meeting with the Complainant, by phone or in person, within 15 business days of the notification and conduct any necessary follow-up investigation.
- b. Within 10 working days of the meeting, the AAA Program Manager shall provide the Complainant with a written copy of his or her decision and inform Complainant of the right to request an administrative hearing.
- c. The Complainant shall be informed that the request for an administrative hearing must be made in writing addressed to the Aging and Adult Services Director and must be made within 30 days of receipt of the Program Manager's decision.
- d. The Complainant must be instructed that the hearing request must include the reasons he or she feels that the decisions should not be upheld.

3. Third Level of Complaint:

- a. If the Complainant exercises the right to request an administrative hearing, the Aging and Adult Services Director will perform the following: (1) Review the hearing request. (2) Review the merits of the reasons cited by the Complainant. (3) Conduct any necessary follow-up. Upon review of the merits of the hearing request, the Director may determine

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: CE PK AH
Contractor County Dept.

Form L-4 (Page 18 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

that the decisions of the management staff will be upheld and the case will be closed or determine that reasons cited by the Complainant have merit and grant the Complainant an administrative hearing. The Director may choose to invite an impartial third party such as a member of the AAA Advisory Council, or another contractor who is not related to the complaint, to serve on the hearing the panel.

- b. If a hearing is granted, it shall be scheduled within 45 days of receipt of the Complainant's request and the Complainant shall be notified of the following:
- i. The time and place of the hearing;
 - ii. The right to be present at the hearing;
 - iii. The right to present evidence and witnesses;
 - iv. A written decision shall be prepared within 20 days of the hearing;
 - v. Notice of the decision will be sent to all involved parties noting that the decision is final and not subject to further appeal; if remedies are identified, steps will be put in place to ensure remedy is implemented.

P. **General Conditions**, paragraph 5, **Termination and Cancellation**, is deleted in its entirety and replaced with the following:

1. **TERMINATION FOR CONVENIENCE:** The County or Contractor may terminate performance of work under this Contract for its convenience in whole or, in part, if the County determines that a termination is in the County's interest. Either party to this Contract shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void. The party terminating the Contract shall submit to the other party a Transition Plan within fifteen (15) days of delivery of a written notice.
2. **TERMINATION FOR CAUSE:** The County may terminate the performance of work for cause under this Contract. The County may terminate the Contract upon 30 days written notice to the contractor. The notice of termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include but are not limited to the following:
 - a. In case of threat of life, health or safety of the public. Termination of Contract shall be effective immediately.
 - b. A violation of the law.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials:

DS	GE
PR	

DS	MH

Contractor County Dept.

Form L-4 (Page 19 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING

- c. Inadequate performance or failure to make progress so as to endanger performance of this Contract.
- d. Failure to comply with reporting requirements.
- e. Evidence that the contractor is in an unsatisfactory financial condition as determined by an audit of the department.
- f. Evidence of a financial condition that endangers performance of this Contract and/or the loss of other funding sources.
- g. Delinquency in payment of taxes or payment of costs for performance of this Contract in the ordinary course of business.
- h. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the contractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the contractor.
- i. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the contractor's assets or income.
- j. The commission of an act of bankruptcy.
- k. Finding of debarment or suspension.
- l. The contractor's organization structure has materially changed.
- m. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR §200.205 and 45 CFR §75.205. If such a determination is made, Contractor may be subject to additional special conditions or restrictions.
- n. Funding is reduced or deleted for any state fiscal year by the Department, County, State Department of Finance, Legislature, or Congress.

Q. Transition Plan: Contractor shall submit a Transition Plan to the County within fifteen (15) days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. The Transition Plan must be approved by AAA and shall at a minimum include the following:

- 1. Description of how clients will be notified about the change in their service provider.
- 2. A plan to communicate with other organizations that can assist in locating alternative services.
- 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
- 4. A plan to evaluate clients in order to assure appropriate placement.
- 5. A plan to transfer any confidential medical and client records to a new contractor.
- 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: CE PR AK
Contractor County Dept.

Form L-4 (Page 20 of 55)

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

7. A plan for adequate staff to provide continued care through the term of the contract.
8. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

R. Contractor Name Change: An assignment is required to change Contractor's name as listed in the Contract. Upon receipt of legal documentation of the name change, the County will process the assignment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

S. Information Integrity and Security

1. INFORMATION ASSETS

Contractor shall have in place operational policies, procedures, and practices to protect State and County information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but are not limited to:

- a. Reports
- b. Notes
- c. Forms
- d. Computers, laptops, cellphones, printers, scanners
- e. Networks (LAN, WAN, WIFI) servers, switches, routers
- f. Storage media, hard drives, flash drives, cloud storage
- g. Data, applications, databases

2. ENCRYPTION OF COMPUTING DEVICES

Contractor is required to use 128-Bit encryption for data collected under this Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK NA
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING

portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

3. DISCLOSURE

- a. Contractor shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. Contractor shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out Contractor's obligations under this Contract.
- e. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than AAA without prior written authorization from AAA. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. Contractor may allow a participant to authorize the release of information to specific persons or entities, but shall not request or encourage any participant to give a blanket authorization or sign a blanket release, nor shall Contractor accept such blanket authorization from any participant.

4. SECURITY AWARENESS TRAINING

- a. Contractor's employees, volunteers and staff contractors handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract, within thirty (30) days of the start date of any new employee volunteer's or staff contractor's employment, and annually thereafter.
- b. Contractor must maintain certificates of completion on file and provide them to CDA upon request.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Form L-4 (Page 22 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Where applicable, Contractor agrees to comply with the privacy and security requirements of HIPAA, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, and any related regulations and laws. Contractor agrees to protect the security, privacy and confidentiality of client information in accordance with state and federal law.

6. INFORMATION INTEGRITY AND SECURITY STATEMENT

Contractor shall sign and return an Information Integrity and Security Statement CDA 1024 (REV 03/2020) form with this Contract (Attachment 3). This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

7. SECURITY INCIDENT REPORTING

A security incident occurs when information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Contractor must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/programsProviders/#Resources>, and must complete any and all necessary documentation (see Attachment 8).

8. NOTIFICATION OF SECURITY BREACH TO DATA SUBJECTS

- a. Notice of any security breach or security incident must be given by Contractor or subcontractors to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. SOFTWARE MAINTENANCE

The Contractor shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State and/or County data may be stored or accessed.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

10. ELECTRONIC BACKUPS

Contractor shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. Contractor shall ensure that all data, files and backup files are encrypted.

T. Copyrights and Rights in Data.

1. COPYRIGHTS

- a. If any material funded by this Contract is subject to copyright, the County reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in (b)-(d) of this Paragraph.
- b. Contractor may request permission to copyright material by writing to the Director of the CDA (and copied to the AAA Program Manager). The CDA Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the County, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- d. Contractor certifies that it has appropriate systems and controls in place to ensure that State/Federal funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

2. RIGHTS IN DATA

- a. Contractor shall not publish or transfer any materials, as defined in paragraph (b) below, produced or resulting from activities supported by this Contract without the express written consent of the County. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the County. The County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information, which is not client-specific.
- b. As used in this Contract, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING

not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

U. Additional Terms and Conditions

1. CONTRACT AWARDS

- a. Contract awards will be limited to a one-year period, renewable up to a maximum of three (3) additional one-year periods, contingent upon the availability of State, Federal, and County funds and subject to contractor maintaining satisfactory performance and remaining in full compliance.
- b. Contract amount may vary from year to year depending on funding availability and funding sources.
- c. County may negotiate modifications or revisions to the Contract to facilitate compliance with all necessary service requirements and regulations.

2. REMEDIES

In the event Contractor breaches any term or provision of this Contract, County has the right to pursue all available remedies at law or equity, including recovery of damages, specific performance of this Contract, and termination of this Contract. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

3. EQUAL OPPORTUNITY EMPLOYMENT

The Contractor must post a notice describing the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay, disability or genetic information as set forth in Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60). The poster should be placed in a conspicuous location in the workplace where notices to applicants and employees are customarily posted.

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK NA
Contractor County Dept.

Form L-4 (Page 25 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

4. COLLOCATION

Contractor will work with community leadership and other applicable agencies and institutions to achieve maximum collocation and coordination with access to services and opportunities for the older population in designated community focal points, 42 USC 3026(a)(3)(B).

5. LINGUISTIC AND CULTURAL SENSITIVITIES

If a substantial number of older individuals reside in any planning and service in the state are of limited English speaking ability, Contractor must utilize employees who are fluent in the language spoken by a predominant number of older individuals with limited English Speaking ability. Contractor must also ensure that employees engaged in the delivery of supportive services must be aware of cultural sensitivities and take into account effective linguistic and cultural differences.

6. VOLUNTARY CONTRIBUTIONS

Contractor must provide clients an opportunity to contribute to the cost of services rendered (45 CFR § 1321.67). Contractor must develop Policies and Procedures for collecting Voluntary Client Contributions. The Policies and Procedures must state that services shall not be denied to any client who cannot contribute toward the cost of the services received. Methods used to solicit voluntary contributions for services shall be non-coercive. Voluntary Contributions must be treated as Program Income.

ATTACHMENTS: The following attachments are incorporated into this Contract by reference, **REQUIRE SIGNATURES AND MUST BE RETURNED WITH THIS CONTRACT:**

- Attachment 1: Cost Allocation Certification (SUBMIT Written plan with Certificate)
- Attachment 2: Demand Documentation Selection
- Attachment 3: Information Integrity and Security Statement (CDA 1024)
- Attachment 4: Lobbying Certification

ATTACHMENTS: The following attachments are incorporated into this Contract by reference:

- ~~Attachment 5: Property Acquisition Form (CDA 9023)~~
- ~~Attachment 6: Request to Dispose of Property CDA 248~~
- ~~Attachment 7: Title III E Definitions~~
- ~~Attachment 8: Security Incident Report CDA 1025 Parts A and B~~

Approved by County Counsel as to form June 2022
Revised June 2022

Initials: GE PK
Contractor

MH
County Dept.

Form L-4 (Page 26 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING

Attachment 9: Cost Report and Settlement
Attachment 10: Disclosure of Lobbying Activities LLL
Attachment 11: Contra Costa County Focal Points FY 2018-2019

Approved by County Counsel as to form June 2022
Revised June 2022

Form L-4 (Page 27 of 55)

Initials:

GE	PR	NA
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Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENTS: The following attachments are incorporated into this Contract by reference.

All ATTACHMENTS REQUIRING SIGNATURES MUST COMPLETED IN FULL

- Attachment 1: Cost Allocation Certification (SUBMIT Written plan with Certificate)
- Attachment 2: Demand Documentation Selection
- Attachment 3: Information, Integrity, and Security Statement
- Attachment 4: Lobbying Certification

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials:

GE	PR
Contractor	

MH
County Dept.

Form L-4 (Page 28 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 1.

Certification

Cost Allocation Plan Certification Coversheet

This is to certify that I have reviewed the Cost Allocation Plan attached and to the best of my knowledge:

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as shared costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently throughout the Cost Allocation Plan.

I declare that the foregoing is true and correct.

DocuSigned by:
Garnett Evans
6BFCADAB643045C
DocuSigned by:
Paul Rodriguez
4901151133ED607

Authorized Signature
City Manager

Finance Director

Official Title

City of Pittsburg

Organization Name

6/29/2023

Date

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials:

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Contractor County Dept.

Form L-4 (Page 29 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 2

Required: Demand Documentation Selection

- As authorized signatory for Contract # 40-501-0 for the agency doing business as _____, I agree that I/my agency will:

CHECK ONE BOX ONLY:

- ☒ Provide the necessary backup documentation to substantiate demands upon the County Treasury each month to Area Agency on Aging, 400 Ellinwood Way, Pleasant Hill, CA 94523. Direct and Shared costs must show 100% agency allocation. This may include but is not limited to: Time Study information and/or receipts showing 100% allocation across programs served based on the Cost allocation plan on file.

- I understand that without supporting documentation, the County will not pay the demand.

OR

- ☐ Elect an outside audit agency to perform limited scope review with a supplemental schedule and certification. The schedule, due to the County 45 days after contract termination, should agree with the amounts paid to your agency by the County and include Federal as well as State funds awarded. The certification will include a statement that the supporting documentation for each demand is available in its entirety and available on-site.

- I understand that the County is still responsible for completing a yearly fiscal monitoring and will sample backup to determine compliance with support documentation requirements.

Authorized Signature: _____

DocuSigned by:
Garnett Evans
0BFCADAB843045C...

Date: 6/29/2023

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 3

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)**



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI Information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

Page 1 of 2

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials:

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Contractor County Dept.

Form L-4 (Page 31 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 3

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)**



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- ☐ Is in full compliance with the 128 Encryption requirements.
- ☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

CDA Program/Project

Contract Number

Page 2 of 2

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Form L-4 (Page 32 of 55)

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 4

Lobbying Certification

The Contractor doing business as _____ hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including sub-grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. A copy of this Agreement is on file and available for inspection at the:

Area Agency on Aging
400 Ellinwood Way
Pleasant Hill, CA 94523

Signature _____ Title _____

Date _____

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PK MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENTS: The following attachments are incorporated into this Contract by reference:

- Attachment 5: Property Acquisition Form (CDA 9023)
- Attachment 6: Request to Dispose of Property CDA 248
- Attachment 7: Title III E Definitions
- Attachment 8: Security Incident Report CDA 1025 Parts A and B
- Attachment 9: Cost Report and Settlement
- Attachment 10: Disclosure of Lobbying Activities LLL
- Attachment 11: Contra Costa County Focal Points FY 2018-2019

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials:

GE	PK	NH
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Contractor County Dept.

Form L-4 (Page 34 of 55)

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING ATTACHMENTS

ATTACHMENT 6

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Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 7

TITLE III E DEFINITIONS (11 pages)

- A. **Program Requirements** means requirements found in the National Family Care Giver Support Act Title III, Part E, Sections 371 through 374 of the (42 U.S.C. § 30305 et. seq.) and the Older Americans Act (OAA) (42 U.S.C. § 3001 et. seq.)
- B. **Eligible Service Population for the National Family Caregiver Support Act** means:
1. A Family Caregiver
 2. A Grandparent or Older Individual Who is a Relative Caregiver
- C. A **Family Caregiver** is defined in Title III, Part E, Sections 372(2) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual. "Family Caregiver" is used interchangeably with "informal caregiver." "Informal" means that the care is not provided as part of a public or private formal service program.
1. A Family Caregiver provides care without pay. Family Caregiver Services Provider (FCSP) funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.
- D. A **Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent, step-grandparent, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria as set forth in Title III, Part E, Section 372(3) of the OAA.
1. Lives with a child (but is not the parent of the child or individual of any age with a disability);
 2. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 3. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.
- E. An **Older Individual Receiving Care (Care Receiver)** is defined as a person who is 60 years of age or older, or a person, of any age, with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction (Title I, Section 102(35)). Family Caregivers cannot receive FCSP-funded respite and supplemental services of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26).

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: CE PK MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

- F. A Child who receives care from a Grandparent or Older Individual who is a Relative Caregiver is defined in Title III, Part E, Section 372(1) of the OAA as an individual who is not more than 18 years of age.
- G. Individual with Severe Disabilities is defined in Title I, Section 102(9) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:
1. Self-care;
 2. Receptive and expressive language;
 3. Learning;
 4. Mobility;
 5. Self-direction;
 6. Capacity for Independent Living;
 7. Economic self-sufficiency;
 8. Cognitive functioning; or
 9. Emotional adjustment.
- H. Title III E (Family Caregiver Support Program) is defined in Title III, Part E, Section 373(b) as support services that include: (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregivers training to caregivers to assist the caregivers in making decisions and solving problems related to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the California Department of Aging has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the California Department of Aging publishes periodically, as necessary.
1. The following apply to the Respite service:
 - a. "Respite Care" is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided: (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR MR
Contractor County Dept.

Form L-4 (Page 38 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

receiver at day care or other non-residential day center or program (including recreation outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).

- b. "Temporary" is defined as a brief period of relief or rest from caregiver's responsibilities during a limited time period, and may be provided on the following basis:
 - i. Intermittent time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break; or
 - ii. Occasional time off for the caregiver to attend a special event; or
 - iii. Emergency Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
 - c. Title III E funds cannot be used to support the following activities:
 - i. To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - ii. To temporarily relieve workers from formally paid services (e.g., in-home supportive services or services required to be provided in a licensed facility such as a residential care facility for the elderly);
 - iii. To supplement the service unit cost of "a participant day" (a participant day is defined as at least 6 hours of service) at an adult day care program.
 - d. Title III E Supplemental Funds cannot be used to support the following activities:
 - i. Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
 - ii. Providing ongoing assistance to a care receiver living alone;
 - iii. Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
 - iv. One-time, end-of-the-year assistance without an identified individual caregiver need.
- I. Information Services is defined as the provision of public information on caregiving and/or community education on caregiving, including information about available services.

- 1. California Department of Aging (CDA) unit: 1 activity (examples included in Service Definitions)

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials GE PR
Contractor

MH
County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

2. OAA §373(b) (1) requires: Information to caregivers about available services.
 3. Administration on Aging (AoA) National Aging Program Information System (NAPIS): *Information Services – A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. [Note: service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities.]*
 4. NAPIS unit measurement: One Activity.
 5. NAPIS client data: Estimated Audience Size (Note: client duplication allowed).
- J. Public Information on Caregiving is defined as an *Information Service* designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems.
1. Examples: quarterly newsletter = four activities.
 2. Public announcement aired multiple times = one activity.
- K. Community Education on Caregiving is defined as an *Information Service* designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services.
1. Examples: booth at spring and fall health fairs = two activities.
 2. Multiple "Making the Link" visits with medical staff = one activity.
- L. Access Assistance is defined as the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.
1. CDA unit: 1 contact (see Service Definitions below for examples)
 2. NAPIS: Access Assistance – A service that assists caregivers in obtaining access to services and resources available within their communities. To the maximum extent practicable, it ensures individuals receive the services needed by establishing adequate follow-up procedures.
- M. Caregiver Outreach is defined as an *Access Assistance* service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

Approved by County Counsel as to form xxx: 2022
Revised June 2022

Initials: CE PR AA
Contractor County Dept.

Form L-4 (Page 40 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

1. *Examples: staff initiated well-being checks via phone call or direct contact, Caregiver Info Van staff initiated contacts in front of local market.*
2. NAPIS: Outreach – Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services.

N. Caregiver Information and Assistance is defined as an Access Assistance service that:

1. Provides caregivers with information on services available within the communities, including information related to assistive technology and information particularly for older individuals at risk of institutional placement.
2. Links caregivers to the services and opportunities that are available within the communities; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).
3. NAPIS: Information and Assistance – A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.]
4. OAA §102(a) (29) (A) requires providing information related to assistive technology.
5. OAA §102(a) (29) (E) requires Information and Assistance services to place particular emphasis on "older individuals at risk for institutional placement."
6. NAPIS unit measurement: One Contact
7. NAPIS client data: Estimated Unduplicated Number of Caregivers

O. Caregiver Interpretation/Translation is defined as an Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities.

1. *Examples: staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.*
2. NAPIS unit measurement: One Contact.
3. NAPIS client data: Estimated Unduplicated Number of Caregivers.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials:

GE	PR
Contractor	

MH
County Dept.

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

- P. Support Services is defined as the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.
1. CDA unit: 1 hour (time includes preparation, service provision, related travel).
 2. OAA §373(b)(3) requires: individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles.
- Q. Caregiver Assessment is defined as a *Support Service* conducted by persons trained and experienced in the skills required to deliver the service that *should* result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:
1. Willingness to provide care;
 2. Duration and care frequency preferences;
 3. Caregiving abilities;
 4. Physical health, psychological, social support, and training needs;
 5. Financial resources relative for caregiving; and
 6. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.
- R. Caregiver Counseling is defined as a *Support Service* provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, *which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss*; and:
1. May involve his or her informal support system; and
 2. May be individual direct sessions and/or telephone consultations.
 3. NAPIS: *Counseling/Support Groups/ Caregiver Training* – Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiving roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families).
 4. NAPIS unit measurement: One Session.
 5. NAPIS client data: Unduplicated Number of "Registered" Caregivers.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

- S. Caregiver Peer Counseling is defined as a *Support Service* provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
- T. Caregiver Support Group is defined as a *Supportive Service* provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly *within a supportive setting or via a controlled access, moderated online or teleconference approach*; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving roles.
- U. Caregiver Training is defined as a *Supportive Service* consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.
1. Examples of other areas include daily care management, disease progression, behavior interventions and coping skills, assistive technology and home adaptation options, supplemental resources and services, legal issues and family caregiver rights, and emergency and long-term care planning.
- V. Case Management is defined as a *Support Service* provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.
1. Examples: temporary basis while stressed, caregiving spouse restabilizes ongoing basis to assist mentally impaired son with household management, who otherwise is capable of meeting parent's needs.
 2. OAA §102(a)(21)(A)(i): Case management shall be provided by an individual who is trained or experienced in the case management skills that are required to deliver the services.
- W. Respite Care is defined as a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, *rather than a pre-established set amount offered on a "first come, first served" waiting list basis*.
1. Respite Care shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.
 2. CDA unit: 1 hour (time includes service provision and related travel)
 - a. Examples of "temporary" Respite Care:

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

- i. Intermittent - Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break.
 - ii. Occasional - Time off for the caregiver to attend a special event.
 - iii. Emergency - Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
3. OAA §373(b) (4) requires: respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities.
 4. OAA §373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Respite Care is provided only to those caring for a frail elder, as specified in OAA §102(a)(26).
 5. NAPIS: Respite Care - Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers.
 6. NAPIS: Respite Care - Respite Care includes: (1) In-home respite (personal care, homemaker, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps.
 7. NAPIS unit measurement: "One Hour (or 1 Payment)"
 8. NAPIS client data: Unduplicated Number of Registered Caregivers
- X. Respite In-Home Supervision is defined as Temporary Respite Care that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.
- Y. Respite Homemaker Assistance is defined as Temporary Respite Care that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.
- Z. Respite In-Home Personal Care is defined as Temporary Respite Care that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
- AA. Respite Home Chore is defined as Temporary Respite Care that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: CE PK MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

- AB. Respite Out-of-Home Day is defined as *Temporary Respite Care* where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.
- AC. Respite Out-of-Home Overnight is defined as *Temporary Respite Care* where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.
- AD. Supplemental Services is defined as caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.
1. *Supplemental Services* shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.
 2. CDA unit: performance measures are included with each Service Definition
 3. OAA §373(b) (5) requires: Supplemental services, on limited basis, to complement the care provided by caregivers.
 4. OAA §373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Supplemental Services are provided only to those caring for a frail elder, as specified in OAA §102(a)(26).
 5. AoA NAPIS: Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies.
- AE. Assistive Devices for Caregiving is defined as a *Supplemental Service* involving the purchase, rental and/or service fee of any equipment or product system (*ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device*) that will facilitate and enhance the caregiving role.
1. CDA Unit: 1 device for one client equals one occurrence.
 2. NAPIS unit measurement: "One Occurrence."
 3. NAPIS client data: Unduplicated Number of Registered Caregivers.
 4. OAA §102(10): The term "assistive device" includes assistive technology devices and services.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR MH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

AF. Home Adaptations for Caregiving is defined as a *Supplemental Service* that makes any minor or major physical change to the home to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower).

1. CDA Unit: 1 modification to one home equals one occurrence.

AG. Caregiving Services Registry is defined as a *Supplemental Service* that recruits, screens, and maintains a listing of dependable, qualified self-employed homemaker or respite care workers who may be matched with caregivers willing to utilize personal resources to pay for assistance with their *caregiving responsibilities*. Both the caregiver and self-employed worker will be:

1. Advised about appropriate compensation and workplace performance expectations; and
2. Provided with follow-up to ensure the match is functioning effectively.
3. CDA Unit: 1 hour of service equals one occurrence.

AH. Caregiver Financial Consultation is defined as a *Supplemental Service* provided by a person who is trained and experienced in the skills that are required to provide financial advice and guidance to a caregiver on how to manage additional financial responsibilities and burdens associated with his or her *caregiving role*.

1. CDA Unit: 1 hour equals one occurrence.

AI. Caregiver Legal Assistance is defined as a *Supplemental Service* involving legal advice, counseling, or administrative and judicial representation by an attorney (or *paralegal and law student acting under the direct supervision of an attorney*) that is provided to a caregiver with legal needs associated with his or her *caregiving responsibilities*.

1. CDA Unit: 1 hour equals one occurrence.
2. AoA NAPIS: *Legal Assistance* – Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

AJ. Caregiving Emergency Cash/Material Aid is defined as a *Supplemental Service* that arranges for and provides assistance to caregivers in the form of commodities, surplus food, emergency cash, discount cards, and vouchers that will help meet identified needs associated with an individual caregiver's responsibilities.

1. CDA Unit: 1 "assistance" for one caregiver equals one occurrence.

AK. Caregiving Congregate Meals is defined as a *Supplemental Service* where a meal is served to an otherwise ineligible caregiver (or child of a grandparent or older individual who is a relative caregiver) in a congregate group setting by a nutrition service provider.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: CE PR Mt
Contractor County Dept.

Contra Costa County
Standard Form L4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

1. CDA Unit: 1 meal equals one occurrence.
- AL. Caregiving Home-Delivered Meals is defined as a Supplemental Service where a meal is delivered to an otherwise ineligible or low-priority caregiver and his/her care receiver (or child of a grandparent or older individual who is a relative caregiver) at his or her home by a nutrition service provider.
1. CDA Unit: 1 meal equals one occurrence.
- AM. Caregiver Transportation is defined as a Supplemental Service that uses regular public or private vehicles to locally transport a caregiver from one location to another in order to fulfill caregiving responsibilities.
1. CDA Unit: 1 one-way trip equals one occurrence.
 2. AoA NAPIS: Transportation - Transportation from one location to another. Does not include any other activity.
- AN. Care Receiver Placement is defined as a supplemental service provided by a person who is trained and experienced in the skills required to assist a caregiver in securing an appropriate extended care living arrangement for his or her care receiver when this caregiver is no longer able or willing to meet the caregiver responsibilities.
1. CDA Unit: 1 hour equals one occurrence.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: CE PR Mt
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 8

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION SECURITY INCIDENT REPORT PART A
CDA 1025A (REV 12/2019)



This form is to be completed by the Incident Manager. For more information see, the Information Security Incident Forms Instructions (CDA 1025I).

REPORTING AGENCY/CONTRACTOR	
1. Business Name:	
2. Business Address:	
IMPACTED ENTITY	
3. Is this Incident being reported on behalf of another entity?	
☐ Yes, proceed to Question #4. ☐ No, proceed to "REPORTING CONTACT INFORMATION" section and Question #8.	
4. Entity Name:	
5. Entity Business Address:	
6. Entity Telephone Number:	
7. Entity Email Address:	
REPORTING CONTACT INFORMATION	
8. Incident Manager:	9. Telephone Number:
10. Email Address:	
INCIDENT DISCOVERED BY	
11. Name:	12. Telephone Number:
13. Email Address:	
INCIDENT DETAILS	
14. Date/Time of Incident:	15. Date Incident Detected:

Page 1 of 2

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PR Mt
Contractor County Dept.

Form L-4 (Page 48 of 55)

Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

Number: 40-501-0

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION SECURITY INCIDENT REPORT PART A
CDA 1025A (REV 12/2019)



16. Incident Description:		
17. Address where incident occurred:		
18. County where incident occurred:		
19. Reported to law enforcement? ☐ Yes ☐ No If yes, provide the name of the law enforcement agency and the report number. Agency: _____ Report Number: _____		
20. Media device type, if applicable:	21. Was the device encrypted? ☐ Yes ☐ No ☐ Unknown	22. Number of individuals affected:
23. Type of protected information (check all that apply): ☐ Social Security Number ☐ Financial Information ☐ Name ☐ Health or Medical Information ☐ Driver's License/State ID Number ☐ Other (Specify): _____ ☐ No Protected Information Disclosed		
SIGNATURES		
24. Agency/Contractor Information Security Officer:	Signature:	Date:
25. Agency/Contractor Privacy Officer:	Signature:	Date:
26. Authorized Signature/Director:	Signature:	Date:
CDA USE ONLY		
CDA Incident Number:	Cal-CSIRS Report Number:	
Is a breach notice required? ☐ Yes ☐ No	Sample notification sent to Incident Manager? ☐ Yes ☐ No	
Name of sample notification provided, if applicable:		

Page 2 of 2

Approved by County Counsel as to form xxx 2022.
Revised June 2022

Initials: CC PR NA
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS



STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION SECURITY INCIDENT REPORT PART B
CDA 1025B (REV 12/2019)

REPORTING AGENCY/CONTRACTOR

1. Business Name:

2. Business Address:

REPORTING CONTACT INFORMATION

3. Incident Manager:

4. Telephone Number:

5. Email Address:

INCIDENT INFORMATION

6. CDA Incident Number:

CAL-CSIRS Number:

7. Is there an update to form CDA 1025A? ☐ Yes ☐ No Comments:8. Has there been a Change of Scope? ☐ Yes ☐ No Explanation:9. Is a Privacy Disclosure Notice required? ☐ Yes ☐ NoIf Yes, has a Sample Notification been submitted for approval? ☐ Yes ☐ No**INCIDENT ROOT CAUSE**

10. What was the Root Cause of the Incident?

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: CE PK AK
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 10

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-L11A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned		13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind, specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-L11A, if necessary)		
15. Continuation Sheet(s) SF-L11A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the for above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form L-4 (Rev. 7-97)

Approved by County Counsel as to form xxx.2022
Revised June 2022

Initials: CE PK AH
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by County Counsel as to form xxx 2022
Revised June 2022

Initials: GE PK MT
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

ATTACHMENT 11

Contra Costa County Focal Points with Addresses- FY 2021-2022

Designated Community Focal Point		Address
1	Antioch Senior Center	415 West Second Street, Antioch
2	Brentwood Senior Activity Center	193 Griffith Lane, Brentwood
3	Concord Senior Center	2727 Parkside Circle, Concord
4	Danville Senior Center	115 E. Prospect, Danville
5	Open House Senior Center	6500 Stockton Avenue, El Cerrito
6	Hercules Senior Center	111 Civic Drive, Hercules
7	Lafayette Senior Services	500 St. Mary's Road, Lafayette
8	Martinez Senior Community Center	818 Green Street, Martinez
9	Oakley Senior Center	204 Second Street, Oakley
10	Pinole Senior Center	2500 Charles Street, Pinole
11	Pittsburg Senior Center	300 Presidio Lane, Pittsburg
12	Pleasant Hill Senior Center	233 Gregory Lane, Pleasant Hill
13	Richmond Senior Citizens Center	2525 Macdonald Avenue, Richmond
14	Richmond Annex Senior Center	5801 Huntington Avenue, Richmond
15	San Pablo Senior Center	1943 Church Lane, San Pablo
16	Alcosta Senior Center	9300 Alcosta Boulevard, San Ramon
17	Walnut Creek Seniors' Club	1375 Civic Drive, Walnut Creek
Sites That Provide Some Form of Service(s) to Seniors But Are Not Focal Points		
1	Crockett CC Café – Community Services District	850 Pomona Street, Crockett
2	Senior Citizens Nutrition Program	189 Parker Avenue, Rodeo
3	Multicultural Senior and Family Center Neighborhood House of North Richmond	515 Silver Street, Richmond, (510) 232-3511
4	Monument Crisis Center	1990 Market St., Concord
Site Providing Title III E Eligible Family Caregiver Services But Are Not Focal Points		
1	Meals on Wheels Diablo Region	1300 Civic St, Walnut Creek, 94596
2	Jewish Family Community Services of the East Bay a nonprofit organization	1855 Olympic Blvd., Walnut Creek 94596
3	Alzheimer's Association Northern California a nonprofit organization	5 Mt. Diablo Blvd., #250 Lafayette 94549

NOTE: A focal point and a senior center are not the same. The designation of "focal point" and "senior center" depends on the array of services offered. Please see the definitions listed below.

***Focal Point** – Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

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Revised June 2022

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Contra Costa County
Standard Form L-4
Revised 2014

Number: 40-501-0

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
AREA AGENCY ON AGING - ATTACHMENTS

Senior Center - The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services, and recreational activities for older individuals

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Form L-4 (Page 55 of 55)

Contra Costa County
Standard Form L-5
Revised 2016

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.

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Revised 2016

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.

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Standard Form L-5
Revised 2016

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

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Contra Costa County
Standard Form L-5
Revised 2016

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

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Contra Costa County
Standard Form L-5
Revised 2016

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.

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Contra Costa County
Standard Form L-5
Revised 2016

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.

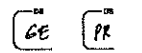
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Contra Costa County
Standard Form L-5
Revised 2016

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.


Contractor


County Dept.

ATTACHMENT A: BUDGET OF ESTIMATED PROGRAM EXPENDITURES**CONTRACT: 40-501-0**

BUDGET	AMOUNT
PERSONNEL COSTS	\$ 10,596.00
Tech Instructor	7,920.00
Tech Assistant	2,676.00
FRINGE BENEFITS	\$ -
STAFF TRAVEL	\$ -
STAFF TRAINING	\$ -
PROPERTY/EQUIPMENT	\$ 20,324.00
Desktops	\$ 16,900.00
Printer and Cartridges	\$ 1,200.00
Smart 55 Inch TV	\$ 650.00
Mouse Pads	\$ 130.00
4 Wireless Access Point	\$ 720.00
Wireless Controller	\$ 499.00
Network Switch	\$ 225.00
SUPPLIES	\$ -
VENDOR/CONSULTANT AGREEMENTS	\$ 2,080.00
IT Installation	2,080.00
FOOD	\$ -
OTHER	\$ -
ALLOCATED DIRECT COSTS	\$ -
SUBRECIPIENT CONTRACTOR SERVICES	\$ -
INDIRECT COSTS	\$ -
Program Income	\$ -
CONTRACT AMOUNT	\$ 33,000.00
BUDGET IN-KIND MATCH	AMOUNT
IN-KIND MATCH (10.53%)	\$ -
IN-KIND AMOUNT	\$ -
Contract Amount	\$ 33,000.00
In-Kind/Match Amount	\$ -
Voluntary Contributions	\$ -
Total Contract Amount with Match	\$ 33,000.00

ATTACHMENT B: INFORMATION SECURITY ADDENDUM

40-501-0

This Information Security Addendum is part of the Contract to which it is attached between the County, on behalf of its Employment and Human Services Department ("EHSD"), and Contractor, and sets forth additional Contractor obligations relating to the privacy and security of County Data (as defined below). By entering into the Contract, Contractor agrees to the following.

A. Personally Identifiable Information (PII) and County Data.

1. As a result of entering into the Contract, Contractor will have access to information that can be used alone, or in conjunction with other information, to identify a specific individual or used to access, distinguish or trace an individual's identity, such as name, social security number, driver's license number, phone number, date and place of birth, address, mother's maiden name, or identification number, and includes information that is linkable an individual, such as medical, educational, financial, and employment information (collectively, "PII"). In addition to PII, Contractor will have access to the County's electronic systems and other information and data (together with PII, "County Data"). County Data may be in electronic, paper, verbal, or recorded form.
2. County is subject to legal and regulatory requirements regarding access, use and disclosure of County Data, which also require County to obligate its contractors to safeguard County Data it may have access to in performing contracts.

B. Security Obligations.

1. Acknowledgement. Contractor acknowledges that it is solely responsible for the confidentiality and security of County Data that it has access to or which comes into its possession, custody, or control as a result of performing the Contract.
2. Security Controls. Contractor shall implement and maintain security processes and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality of County Data. Contractor shall conduct privacy and security awareness training for all staff with access to County Data. Contractor shall train new Contractor staff within 30 days of receiving access to County Data. In addition, Contractor shall provide annual mandatory privacy and security awareness training for all staff with access to County Data. Contractor shall maintain records indicating employee name and the date on which the privacy and security awareness training has been completed.
3. Supervision. Contractor shall exercise necessary and appropriate supervision over its relevant employees and others acting on its behalf to maintain the confidentiality, integrity, availability, and security of County Data. No Contractor staff shall duplicate, disseminate, or disclose County Data. Contractor shall restrict access to County Data to Contractor staff who need to perform their official duties to perform the Contract.

ATTACHMENT B: INFORMATION SECURITY ADDENDUM

40-501-0

4. **Mobility and Transfer of County Data.** Contractor shall encrypt all electronic files that contain County Data when it is stored on any mobile device or removable media, including without limitation, USB drives, CD/DVD, smartphones, tablets, and backup tapes. Contractor shall not store County Data on a laptop or removable storage media or share it with a third party without the prior written permission of the County.
5. **Potential Data Breach.** If Contractor becomes aware of the possible unauthorized disclosure, release, loss by theft or accident of any County Data, either in hard copy form or electronically (a "**Potential Data Breach**"), it shall immediately notify The County by sending an email to: EHSDPrivacyOffice@ehsd.cccounty.us.

Contractor's initial email notification to County of a Potential Data Breach may be in summary form, provided that a comprehensive written notice shall be given within 48 hours thereafter using the email address above. The notice shall summarize in reasonable detail the nature and scope of the Potential Data Breach (including a description of all The County Data affected, the names of individuals whose data was disclosed and the nature of the data that was disclosed) and the corrective action already taken or to be taken by Contractor.

6. **Secure Return or Disposition; Termination of Access.** Upon the expiration or termination of the Contract, or at the direction of the EHSD Contracting Officer, the Contractor shall return or dispose of the County Data in its possession, custody, or control within three (3) business days of Contract expiration, termination, or notification from the EHSD Contracting Officer.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Appointment of Board Members to the Pittsburg Enhanced Infrastructure Financing District Public Financing Authority

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

On September 18, 2023, the City Council adopted a revised Resolution of Intent (ROI) to establish an Enhanced Infrastructure Financing District (EIFD) as a financing mechanism for expanding and enhancing infrastructure within certain areas of the community. This step authorizes the City to establish a Public Financing Authority (PFA), which will be responsible for overseeing the EIFD. The following action presented in this report is to appoint members, in accordance with Section 53398.51.1(a) of the California Government Code, to the PFA.

FISCAL IMPACT

There is no immediate fiscal impact for appointing members to the Pittsburg PFA. Further information regarding fiscal impact will be analyzed as part of the development of the Infrastructure Financing Plan (IFP), which will be presented to the PFA at a date to be determined.

RECOMMENDATION

By Minute Order, establish the representatives comprising PFA Board as follows: the positions of Mayor and Vice Mayor; one (1) City Council member serving on the Finance and Administration Subcommittee, or if the Mayor and Vice Mayor both serve on the Subcommittee, any other member of the City Council as selected by the Mayor; the City Treasurer; one (1) additional member of the public recommended by the City Council.

BACKGROUND

An EIFD is a governmental entity, legally separate and distinct from the City, and is governed by a PFA for the purpose of funding public capital facilities and infrastructure, as well as other specified projects, such as affordable housing (affordable housing development is not a required component of an EIFD). EIFDs are funded by capturing

a portion of the property tax increment revenue (i.e. the difference in property taxes paid prior to and post development) generated within the EIFD. The EIFD may finance projects through the issuance of bonds or under a “pay-go” model where money is spent as it is collected.

On September 18, 2023, the City Council adopted a revised Resolution of Intent to establish an EIFD, which officially kicked off the formation process. The next step upon adoption of the ROI is for the City Council to appoint members to the PFA with the goal of holding the first PFA meeting on the month of November 2023. In that first meeting, the PFA would formally direct staff to begin developing the IFP.

STAFF ANALYSIS

Pursuant to section 53398.51.1(a) of the California Government Code, PFA membership shall be established as follows:

The public financing authority shall have a membership consisting of one of the following, as appropriate:

(1) If a district has only one participating affected taxing entity, the public financing authority’s membership shall consist of three members of the legislative body of the participating entity, and two members of the public chosen by the legislative body. The appointment of the public members shall be subject to the provisions of Section 54974.

(2) If a district has two or more participating affected taxing entities, the public financing authority’s membership shall consist of a majority of members from the legislative bodies of the participating entities, and a minimum of two members of the public chosen by the legislative bodies of the participating entities. The appointment of the public members shall be subject to the provisions of Section 54974.

The Pittsburg EIFD is currently only made up of one participating affected taxing entity, the City of Pittsburg. Therefore, the PFA shall be comprised initially of three members of the City Council appointed by the City Council and two public members selected by the City Council.

If, at a future date, an additional taxing entity chooses to participate, such as the County of Contra Costa, it is recommended that the membership of the PFA be revised to consist of five members, including two members of the Pittsburg City Council, one member of the County Board of Supervisors, one public member appointed by the City, and one public member appointed by the County.

The legislative body of each participating taxing entity may appoint one of its members to be an alternate member of the PFA board who may serve and vote in place of a member who is absent or disqualifies themselves from participating in a meeting of the PFA. The members are subject to compliance with the EIFD Law and all applicable ethics laws.

Report Prepared By: Robert Carrera, Economic Development Manager



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize the City Manager to Negotiate and Execute an Agreement with Retail Strategies LLC for Commercial Business Recruitment Services and Allocating Funding

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

In order to further its retail, restaurant, and other commercial business recruitment efforts, the City is proposing to enter into a professional services contract with Retail Strategies LLC in an amount not-to-exceed \$150,000.

FISCAL IMPACT

Staff is requesting the City Council allocate \$150,000 of Business Improvement District (BID) funds to cover the cost of the contract.

RECOMMENDATION

City Council adopt a resolution allocating BID funds and authorizing the City Manager to negotiate and execute an agreement with Retail Strategies LLC for commercial business recruitment services.

BACKGROUND

On January 18, 2022, the City Council adopted the City's current Economic Development Strategic Plan (EDSP). The EDSP includes goals that endeavor to 1) enhance quality of life for all residents and build the City of Pittsburg's reputation as a regional destination; and 2) identify strategies for bringing additional commercial and job opportunities to underutilized areas of the City.

Within these goals are multiple implementation strategies that call for enhancing the vitality and aesthetic value of existing shopping centers; exploring policy options to encourage that vacant spaces be occupied such as code enforcement and contact with the owners; encouraging the development, maintenance, and connectivity of high-quality public spaces in Pittsburg; promoting linkages between shopping, entertainment, dining and nightlife

facilities; establishing a list of all vacant land and vacant building spaces with size, zoning, ownership, broker representation, contact information; and evaluating potential issues contributing to long-term underutilization of these sites/buildings.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

As detailed above, increasing retail and restaurant opportunities within Pittsburg is paramount in enhancing quality of life, providing additional job opportunities, and attracting higher-end employers. While the City does not lack spaces for commercial businesses to locate, staff believes enhanced marketing of these areas by a firm that has developed relationships with brokers, market analysts, real estate departments of major companies, and the companies themselves will assist in bringing in new and high-demand storefront to the City.

Retail Strategies has proposed a three-step, three-year process that would begin with an analysis of Pittsburg's retail and real estate market, as well as input from the community. Next, Retail Strategies would seek to connect the City and local commercial property owners with brokers, developers, restaurants, and retailers to further identify market opportunities. The end goal would be the attraction of major retailers or restaurants, to existing commercial areas, as well as developers to commercial areas prime for development through a prepared retail recruitment plan.

Retail Strategies was chosen for their expertise and success in the marketplace. Retail Strategies would also represent the City at trade shows like the International Council of Shopping Centers (ICSC), and would contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year. Staff would also note that Retail Strategies does not represent any other municipalities in Contra Costa County.

ATTACHMENTS

1. Proposed Resolution
2. Retail Recruitment Proposal

Report prepared by: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing the City Manager)
to Negotiate and Execute a Professional)
Services Agreement with Retail)
Strategies LLC for Commercial)
Business Recruitment Services and)
Allocating Project Funding)

RESOLUTION NO. 23-

WHEREAS, on January 18, 2022, the City Council adopted the City's current Economic Development Strategic Plan (EDSP); and

WHEREAS, the EDSP includes goals that endeavor to 1) enhance quality of life for all residents and build the City of Pittsburgh's reputation as a regional destination; and 2) identify strategies for bringing additional commercial and job opportunities to underutilized areas of the City; and

WHEREAS, within these goals are multiple implementation strategies that call for enhancing the vitality and aesthetic value of existing shopping centers; exploring policy options to encourage that vacant spaces be occupied such as code enforcement and contact with the owners; encouraging the development, maintenance, and connectivity of high-quality public spaces in Pittsburgh; promoting linkages between shopping, entertainment, dining and nightlife facilities; establishing a list of all vacant land and vacant building spaces with size, zoning, ownership, broker representation, contact information; and evaluating potential issues contributing to long-term underutilization of these sites/buildings; and

WHEREAS, increasing retail and restaurant opportunities within Pittsburgh is a paramount in enhancing quality of life, providing additional job opportunities, and attracting higher-end employers; and

WHEREAS, while the City does not lack spaces for commercial businesses to locate, staff believes enhanced marketing of these areas by a firm that has developed relationships with brokers, market analysts, real estate departments of major companies, and the companies themselves will assist in bringing in new and high-demand storefront to the City; and

WHEREAS, Retail Strategies was chosen for their expertise and success in the marketplace; and

WHEREAS, staff has determined that a budget of \$150,000 would be adequate for implementation of the program; and

WHEREAS, in order to further its retail, restaurant, and other commercial business recruitment efforts, the City is proposing to enter into a professional services contract with Retail Strategies LLC in an amount not-to-exceed \$150,000.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to negotiate and execute an Agreement with Retail Strategies LLC for commercial business recruitment services in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000); and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby allocates One Hundred Fifty Thousand Dollars (\$150,000) of Business Improvement District funds to cover the cost of the contract.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk



Pittsburg, California

Retail Recruitment Proposal

September 27th, 2023

Jessica Bohlen, Business Development, Western Region

Retail Strategies, LLC

2200 Magnolia Ave South, Suite 100

Birmingham, AL 35205

(205) 313-3676



OUR PARTNERSHIP

Executive Summary

Founded in 2011, Retail Strategies is the national expert in recruiting businesses on behalf of communities. We exist to give communities across the United States an advantage in attracting retail and restaurants by providing the real estate expertise, tools, and human efforts.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team. Attracting new retail to a community is complex, connection critical, and time-consuming.

Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers & developers
- Hands-on approach

Industry Involvement



Our Beliefs

Much of our success is the result of our shared beliefs. These truths drive our team every day and remind us that the citizens of every client community are the true beneficiaries of our efforts.

We Believe

...every community deserves a place for neighbors to catch up over a cup of coffee

...it takes a community to build a community, and every client, partner, broker, developer and retail representative we connect should be treated as our own neighbors

...honesty is our most important asset, and it will pay off for everyone in the long run



discover



connect



advance

Retail Recruitment

Your dedicated team will act as an extension of your staff to create and execute a tailored retail recruitment strategy.

Data Analysis

The first step is to understand who your consumers are, not just your constituents. Utilizing mobile data, we can uncover where people are coming from and what is their buying power.

Real Estate Analysis

Every retail site in your market will be catalogued by your team at Retail Strategies; shopping centers needing to be backfilled, open land ready for development, or under-utilized retail space all will be assessed by a licensed real estate professional

Retail Recruitment Plan

Based off your data, real estate assets, community input and retail trends, we will develop a Retail Recruitment Plan with specific restaurant, grocery, home improvement, entertainment, and hospitality targets.

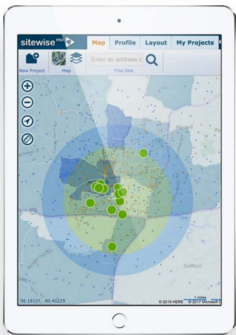
National Recruitment and Representation

This is where the rubber meets the road. Winters will receive a dedicated team that will implement the Retail Recruitment Strategy by connecting with retailers, brokers, property owners, tenant reps and any other industry players to get new retail to open in your market.

Discover: Research



discover



The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

After interviewing more than a dozen research firms, Retail Strategies chose STI Popstats (Synergos Technologies) as our primary data source. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Business Recruitment Categories

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Psychographic Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

Discover: Real Estate Analysis & Communication



discover

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.



To accomplish this, we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.

Community Input

Throughout the life of our partnership, we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

Communication: The Key to Our Partnerships

During our onboarding process we will schedule a time to speak with you to get a first-hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, community leaders to provide Retail Strategies further information on your goals and vision.

From day one, our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.

Connect: Retail Recruitment



connect

Retail Recruitment

This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, our California management team will conduct every piece of outreach to the appropriate contact on your behalf.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

Conference Representation

Each year our team attends more than a dozen retail real estate conferences. Retail Strategies attends all of these shows annually and vows to continue to attend to meet with industry leaders and market the opportunities in Winters.

At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following each conference, you will receive Recap Report on who we met with, what was said, and what our next steps are.



Advance: Reporting & Collaboration



advance

Reporting & Collaboration

Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure: 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

Reporting

Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a “no” as we can from the “yes”. We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.

Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.



Retail Trends & Access

Retail is constantly evolving and changing. Everyday we are processing new information and converting it into insights for our Client Communities.

Throughout the life of our partnership, we will continuously provide updates on industry trends and expansion.



Scope of Services

DATA & ANALYTICS | REAL ESTATE ANALYSIS | COMMUNITY INPUT | RETAIL STRATEGY

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 30). National and Regional
- Customized Marketing Guide (four pages)
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Analyze community's growth potential through the peer analysis and GAP analysis
- Analysis of future retail space requirements in relation to the peer markets and retail opportunities
- Conduct retail peer market analysis
- Identify and evaluate competing shopping areas
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Market Outlook Reports
- Aerial imagery of trade area(s)
- Provide updates on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

RECRUITMENT | REPRESENTATION | OUTREACH | CONNECTIVITY

- Pro-active retail recruitment for entire community
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
- Active outreach to local brokers and landowners

Investment

A commitment to retail will pay you back for years beyond the initial investment.

	Service	Investment
Year 1	Retail Recruitment	\$50,000
Year 1 Investment		\$50,000
Year 2	Retail Recruitment	\$50,000
Year 2 Investment		\$50,000
Year 3	Retail Recruitment	\$50,000
Year 3 Investment		\$50,000
Total 3-Year Partnership Investment		\$150,000

The total fee for completion of work is due upon execution of agreement. Project fees are due within 30 days of receipt of the invoice.

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.



retail strategies

retailstrategies.com | [205] 314-0386 | info@retailstrategies.com

2200 Magnolia Ave South, Suite 100 Birmingham, AL



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 4097 - 2023/24 CDBG ADA Curb Ramp Installation

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

Project 4097, 2023/24 CDBG ADA Curb Ramp Installation (the "Project"), is for the construction of 17 curb ramps in the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions. If adopted, this Resolution will accept the plans and specifications for the Project and authorize the City Manager to award a construction contract to Arias Concrete Contractor Inc.

FISCAL IMPACT

The proposal from Arias Concrete Contractor Inc. is \$144,965. Funding will be provided by the \$220,000 from Community Development Block Grant ("CDBG") previously allocated to the Project with City Council approved Resolution No. 23-14295. A Project Budget Summary is attached to this report.

The contingency requested allows for the remaining grant funds to be used towards the construction of additional curb ramps in authorized locations.

RECOMMENDATION

City Council adopt the attached resolution to accept the plans and specifications and authorize the City Manager to execute a construction contract for the Project with Arias Concrete Contractor Inc. for a total amount of \$144,965.

Staff recommends City Council authorize the use of all available remaining funds as a construction contingency in the amount of \$43,035 for unanticipated costs, contract change orders, and additional ramps in authorized locations.

Staff further recommends that the City Engineer be authorized to approve contract change orders in an amount not to exceed 50% of the construction contingency and the City Manager be authorized to approve change orders in an amount not to exceed 100% of the contingency amount.

BACKGROUND

On May 15, 2023, the City Council adopted Resolution No. 23-14295 approving the Community Development Block Grant 2023-2024 Annual Action Plan and approving the CDBG subcommittee recommendation authorizing funding for the Project in the amount of \$220,000.

On September 8, 2023, staff distributed the Project for construction bids.

On Friday, September 29, 2023, construction bids were received and Arias Concrete Contractor Inc. was the lowest responsive responsible bidder with a base bid in the amount of \$144,965.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Installation of curb ramps at targeted subdivisions will efficiently improve access to public transportation, schools, businesses, and other community facilities for pedestrians, the mobility impaired, and physically challenged persons.

The City received 12 bids. The lowest bid was \$144,965 and the highest bid was \$259,680. The lowest bid is 17% below the engineer's estimate and 32% below the average of all 12 bids. The reason for the lower cost is Arias Concrete Contractor Inc. is a Pittsburg based company and they are relatively new.

ATTACHMENTS: Resolution
 Budget Summary

Report Prepared By: Andrew Peters, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Accepting the Plans and Specifications)
and Awarding Project 4097 - 2023/24)
ADA Curb Ramp Installation)

RESOLUTION NO. 23-

WHEREAS, Project 4097 - 2023/24 CDBG ADA Curb Ramp Installation (the "Project") will construct 17 curb ramps in the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions; and

WHEREAS, on May 15, 2023, the City Council adopted Resolution No. 23-14295 approving the Community Development Block Grant 2023-2024 Annual Action Plan and approving the CDBG subcommittee recommendation authorizing funding for the Project in the amount of \$220,000; and

WHEREAS, on September 8, 2023, staff advertised the Project for bids; and

WHEREAS, on September 29, 2023, bids for construction of the Project were received and Arias Concrete Contractor Inc. was the lowest responsive responsible bidder with a base bid in the amount of \$144,965; and

WHEREAS, staff recommends the City Council accept the plans and specifications; and

WHEREAS, staff recommends that the City Manager be authorized to execute an agreement with Arias Concrete Contractor Inc. for an amount not to exceed \$144,965 for the Project construction; and

WHEREAS, staff further recommends establishing a construction contingency in the amount of \$43,035 for unanticipated costs, contract change orders, and additional curb ramps in authorized locations; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburgh hereby accepts the plans and specifications, authorizes the City Manager to execute a construction contract with Arias Concrete Contractor Inc., authorizes a construction contingency in the amount of \$43,035, authorizes the City Engineer or his designee to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency, and authorizes the City Manager to approve change orders for an amount not to exceed 100% of the contingency amount.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST BY:

Shanelle Scale-Preston, Mayor

Alice E. Evenson, City Clerk

Project Budget Summary
Project 4097, 2023/2024 CDBG ADA Curb Ramp Installation

Project Funding:	<u>2022/2023 CDBG Grant</u>	<u>\$220,000</u>
	Funding Total	\$220,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$0
	Subtotal	\$0

Miscellaneous: (Code 1399)	Advertising	\$800
	Reproduction	\$100
	Postage	\$100
	Subtotal	\$1,000

Construction: (Code 2281)	Base Bid	\$144,965
	Contingency	\$43,035
	Subtotal	\$188,000

Staff Time: (Code 1101)	Staff Costs During Design	\$6,000
	Staff Costs During Construction Management	\$25,000
	Subtotal	\$31,000

Estimated Expenditures Total	\$220,000
Remaining Balance	\$0



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of the Fourth Amendment to the Consultant Services Agreement with Haley and Aldrich, Inc., Formerly Cal Engineering & Geology, Inc., for Supplemental Engineering Staff Services

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

To counteract the shortage of professionals available to complete the existing workload, the Engineering Division entered into an Agreement with Haley and Aldrich, Inc., formerly Cal Engineering & Geology, Inc., to supplement the division's staffing while recruitment is conducted for hard-to-fill positions. The Fourth Amendment to the agreement will increase the total compensation.

FISCAL IMPACT

The current total compensation is \$1,110,056.

The Fourth Amendment would increase the compensation by \$70,400 for a total compensation of \$1,180,456.

The Amendment would be funded by active project budgets and the Engineering Division contractual and professional services budget for Fiscal Year 2023/24.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing execution of the Fourth Amendment to the Agreement with Haley and Aldrich, Inc. for increased compensation for supplemental staffing while recruitment is conducted for hard-to-fill positions.

BACKGROUND

In December 2020, the Senior Traffic Engineer retired.

In March 2022, the Senior Engineer Capital Improvement Program (CIP) Manager retired.

On March 21, 2022, the City executed the Agreement with Cal Engineering & Geology, Inc. (CE&G) to counteract this shortage of professionals and provide supplemental staffing for the backlog of CIP projects in the amount of \$75,000.

On June 20, 2022, City Council adopted Resolution No. 22-14114, approving Contract Change Order No. 1, which extended the term of the Assistant City Engineer supplement and added a senior engineer consultant to manage special projects in the amount of \$479,000. That agreement expired on December 31, 2022.

In October 2022, the Associate Traffic Engineer separated.

In January 2023, the Associate Engineer CIP Manager separated.

In January 2023, Haley and Aldrich, Inc. purchased Cal Engineering & Geology, Inc.

On February 21, 2023, the City Council adopted Resolution No. 23-14253, authorizing the City Manager to execute the Second Amendment, extending the Interim Assistant City Engineer and senior engineering staff services and increasing the agreement scope to include a Capital Improvement Program Manager, a Senior Traffic Engineer, and a traffic engineer at a cost of \$556,056 for a total contract amount of \$1,110,056 funded by salary savings from unfilled budgeted Engineering Division staff positions and extending the term to June 30, 2023.

On June 19, 2023, the City Manager executed the Third Amendment extending the term to June 30, 2024.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

The Engineering Division has experienced a shortage of qualified professionals to keep the CIP and Traffic Sections moving forward and manage grant funded projects. To counteract the overall shortage of professionals, the Engineering Division uses consultants to supplement the division's staffing while recruitment is conducted for hard-to-fill positions.

Recent recruitments for regular engineering staff have been successful, and the division will be fully staffed by the end of 2023. Consulting engineers will be phased out as regular staff complete the onboarding process.

ATTACHMENTS: Resolution
 Fourth Amendment with Haley and Aldrich, Inc.

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of the Fourth)
Amendment to the Consultant Services)
Agreement with Haley and Aldrich, Inc.,)
Formerly Cal Engineering & Geology, Inc.,)
for Supplemental Engineering Staff)
Services)

RESOLUTION NO. 23-

WHEREAS, to counteract the shortage of professionals, the Engineering Division utilizes consultants to perform the work typically undertaken by regular staff while recruitment is conducted for hard-to-fill positions; and

WHEREAS, on March 21, 2022, the City Manager executed an initial Consultant Services Agreement with Cal Engineering & Geology, Inc. for supplemental senior engineering services in the amount of \$75,000; and

WHEREAS, on June 20, 2022, the City Council adopted Resolution No. 22-14114, authorizing the City Manager to amend the Agreement by executing Contract Change Order No. 1, which increased and extended staff supplement through December 31, 2022, at a cost of \$479,000 for a total contract amount of \$554,000; and

WHEREAS, on February 21, 2023, the City Council adopted Resolution No. 23-14253, authorizing the City Manager to execute the Second Amendment, extending the Interim Assistant City Engineer and senior engineering staff supplement, and increasing the agreement scope to include a Capital Improvement Program Manager, a Senior Traffic Engineer, and an Associate Traffic Engineer at a cost of \$556,056 for a total contract amount of \$1,110,056 funded by salary savings from unfilled budgeted Engineering Division staff positions and extending the term to June 30, 2023; and

WHEREAS, on June 19, 2023, the City Manager executed the Third Amendment extending the term to June 30, 2024; and

WHEREAS, the City wishes to execute a Fourth Amendment, increasing the compensation by \$70,400 for a total compensation of \$1,180,456 funded by existing project budgets and the Engineering Division contractual and professional services budget for Fiscal Year 2023/24; and

WHEREAS, the Engineering Division has been successful in recruiting regular employees and anticipates being fully staffed by the end of 2023. Consulting engineers will be phased out as regular staff complete the onboarding process.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Fourth Amendment to the Consultant Services Agreement with Haley and Aldrich, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting the 16th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

**FOURTH AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
HALEY AND ALDRICH, INC., FORMERLY CAL ENGINEERING & GEOLOGY, INC.,
NOW OPERATING UNDER THE NAME HALEY AND ALDRICH, INC.**

This Fourth Amendment to the Principal Agreement made and entered into on March 21, 2022, hereafter referred to as Agreement, between Haley and Aldrich, Inc., a California corporation, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 16th day of October 2023.

WHEREAS, the parties entered into an Agreement for supplemental engineering services on March 21, 2022; and

WHEREAS, on August 1, 2022, the parties amended the Agreement by executing Contract Change No. 1, to perform additional work, adding \$479,000 to the total compensation for a total contract amount of \$554,000, and extending the initial term of the Agreement to December 31, 2022; and

WHEREAS, in January 2023, Cal Engineering & Geology, Inc. was acquired by Haley and Aldrich, Inc.; and

WHEREAS, on February 21, 2023, the parties amended the Agreement by executing the Second Amendment to the Agreement, extending Senior Engineer services, adding traffic engineering services, increasing the compensation by \$556,056 for a total contract amount of \$1,110,056, and further extending the term of the Agreement to June 30, 2023; and

WHEREAS, on June 19, 2023, the parties amended the Agreement by executing the Third Amendment to the Agreement, extending Senior Engineer and traffic engineering services to June 30, 2024; and

WHEREAS, the parties seek to amend the Agreement by increasing the compensation by \$70,400 for a total compensation of \$1,180,456.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed One Million One Hundred Eighty Thousand Four Hundred Fifty-Six Dollars (\$1,180,456), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

2. Exhibit B Compensation Schedule. Exhibit B is hereby amended to include Attachment 2 of this Fourth Amendment.

3. Integration. This Fourth Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Fourth Amendment. This Fourth Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Fourth Amendment and have agreed to each term of this Fourth Amendment. No ambiguity shall be presumed to be construed against either party.

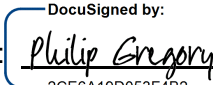
6. Counterparts. This Fourth Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this Fourth Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Fourth Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment on the day and year first hereinabove appearing.

CONSULTANT:

Haley and Aldrich, Inc., formerly Cal Engineering & Geology, Inc. now operating under the name Haley and Aldrich, Inc., a California corporation

By:  Philip Gregory
Philip Gregory, Senior Principal

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____
Garrett Evans, City Manager

ATTEST:

By: _____
Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

By: _____
Donna Mooney, City Attorney

ATTACHMENT 2
COMPENSATION SCHEDULE

Senior Engineer services will be compensated on a time and expense basis, at an hourly rate of \$225.

Traffic Engineer services will be compensated on a time and expense basis, at an hourly rate of \$165.

Certificate Of Completion

Envelope Id: AA865C763A7F4E36B29A38230FD88956

Status: Completed

Subject: Complete with DocuSign: 4th Amend Haley and Aldrich 10-16-23.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Sharon Paz

AutoNav: Enabled

65 Civic Ave

Enveloped Stamping: Enabled

Pittsburg, CA 94565

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

SPaz@pittsburgca.gov

IP Address: 107.1.56.110

Record Tracking

Status: Original

Holder: Sharon Paz

Location: DocuSign

10/2/2023 3:35:48 PM

SPaz@pittsburgca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Pittsburg

Location: DocuSign

Signer Events**Signature****Timestamp**

Philip Gregory

pgregory@haleyaldrich.com

Senior Principal

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Philip Gregory
2CE6A19D053F4B2...

Sent: 10/2/2023 4:00:11 PM

Viewed: 10/2/2023 4:46:53 PM

Signed: 10/3/2023 11:17:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 76.21.48.145

Electronic Record and Signature Disclosure:

Accepted: 10/2/2023 4:46:53 PM

ID: 7366b37b-693e-4816-879e-b6320472e864

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/2/2023 4:00:11 PM

Certified Delivered

Security Checked

10/2/2023 4:46:53 PM

Signing Complete

Security Checked

10/3/2023 11:17:22 AM

Completed

Security Checked

10/3/2023 11:17:22 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Pittsburgh (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Pittsburg:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@pittsburgca.gov

To advise City of Pittsburg of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@pittsburgca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Pittsburg

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@pittsburgca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Pittsburg

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cityclerk@pittsburgca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pittsburg as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pittsburg during the course of your relationship with City of Pittsburg.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Cannabis Tax Fund Grant for DUI-Drug Enforcement

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

The Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of the Highway Patrol. The \$22,525 grant will provide resources to fund various traffic enforcement and safety programs.

FISCAL IMPACT

There is no impact to the City's General Fund. Upon award of the grant funds, the Police Department is requesting appropriation of \$22,525 to the Fiscal Year 2023/24 budget to fund overtime costs for supervisors, uniformed officers, and civilian staff to conduct (1) driving under the influence (DUI-D) checkpoint operation, (4) DUI-D roving patrols, (4) collaborative DUI-D enforcement operations, and in-state travel for approved DUI-D enforcement schools. State funds allocated under this agreement shall not exceed \$22,525.

RECOMMENDATION

Staff recommends City Council approval of the attached resolution authorizing the acceptance and appropriation of funds and authorizing the City Manager to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use Marijuana Act, in 2016 California voters mandated the State set aside funding for the California Highway Patrol (CHP) to disperse to local governments and qualified nonprofit organizations for the education, prevention, and enforcement of impaired driving laws. The California Highway Patrol Cannabis Tax Fund Grant Program will provide \$17 Million in Grant Funding for projects focused on impaired driving to Local Governments.

The goal of the Cannabis Tax Grant Traffic Enforcement Program is to induce motorists to drive safely. To achieve this goal, this grant combines intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on October 2, 2023.

STAFF ANALYSIS

The premise of the Cannabis Tax Grant is that an individual's discomfort or fear of being stopped for a traffic safety violation outweighs the desire not to comply with the law. Like any good deterrence program designed to change motorists' behavior, this grant is conducted throughout the year to maintain positive behavior, public awareness, and law enforcement engagement.

The major organizational components of the Cannabis Grant are project staffing and management, problem identification and goal setting, and program and evaluation design. Each of these three components are vital to the success of this grant.

For Pittsburg, the goal of the Cannabis Grant is to reduce the number of victims killed and injured in all automobile crashes. This includes drug related and all other primary collision factor incidents. The Police Department will conduct selective high-visibility traffic operations, DUI-D roving patrols, as well as provide additional training to officers related to DUI-D enforcement during a twelve-month grant period to meet this goal. These operations are very effective forms of enforcement and increase the perception of the risk of arrest if they are adequately publicized and highly visible to the public.

ATTACHMENTS: Resolution

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Acceptance and Authorizing Use of)
Funds from the California Highway Patrol) RESOLUTION NO. 23-
Cannabis Tax Fund Grant)

WHEREAS, the Police Department has applied for and was awarded \$22,525 in grant program funds from the California Highway Patrol Cannabis Tax Fund Grant Program; and,

WHEREAS, the grant funds are intended to pay the City's overtime costs for supervisors, uniformed officers and civilian staff to conduct selective traffic enforcement operations including; driving under the influence (DUI-D) checkpoints, DUI-D roving patrols, collaborative roving patrols, and travel during the one year grant period.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to accept grant funds from the California Highway Patrol Cannabis Tax Fund, allocate funds to pay for costs associated with conducting the DUI-D enforcement activities, and execute all necessary documents.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th of October, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program (STEP)

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

The Police Department is seeking City Council authorization to accept and appropriate grant funds from the Office of Traffic Safety. The \$145,000 grant will provide resources to fund various traffic enforcement and safety programs.

FISCAL IMPACT

Upon award of the grant funds, the Police Department is requesting appropriation of \$145,000 to the Fiscal Year 2023/24 budget to fund overtime costs for supervisors, uniformed officers, and civilian staff to conduct (5) driving under the influence (DUI) checkpoint operations, (15) DUI roving patrols, (4) collaborative DUI enforcement operations, (35) Traffic Enforcement Operations, in-state travel for approved DUI enforcement schools, and DUI enforcement equipment. State funds allocated under this agreement shall not exceed \$145,000.

RECOMMENDATION

Staff recommends City Council approval of the attached resolution authorizing the acceptance and appropriation of funds and authorizing the City Manager to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

The goal of the Selective Traffic Enforcement Program (STEP) is to induce motorists to drive safely. To achieve this goal, the STEP model combines intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity. First used in Canada, the evolution of STEP has brought high-visibility enforcement campaigns popularized by the National Highway Traffic Safety Administration's Click It or Ticket seat belt program.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on October 3, 2023.

STAFF ANALYSIS

The premise of the STEP model is that an individual's discomfort or fear of being stopped for a traffic safety violation outweighs the desire not to comply with the law. Like any good deterrence program designed to change motorists' behavior, STEP is conducted throughout the year to maintain positive behavior, public awareness, and law enforcement engagement.

The major organizational components of a STEP are project staffing and management, problem identification and goal setting, and program and evaluation design. Each of these three components are vital to the success of a STEP.

For Pittsburgh, the goal of the STEP is to reduce the number of victims killed and injured in all automobile crashes. This includes alcohol related and all other primary collision factor incidents. The Police Department will conduct selective traffic operations, DUI roving patrols, and a motorcycle safety operation as well as provide additional training related to DUI enforcement during a twelve-month grant period to meet this goal. These operations are very effective forms of enforcement and increase the perception of the risk of arrest if they are adequately publicized and highly visible to the public.

ATTACHMENTS: Resolution

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Acceptance and Authorizing Use of)
Funds from the Office of Traffic Safety Selective) RESOLUTION NO. 23-
Traffic Enforcement Program (STEP) Grant)

WHEREAS, the Pittsburgh Police Department has applied for and was awarded \$145,000 in grant program funds from the Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant; and,

WHEREAS, the grant funds are intended to pay the City's overtime costs for supervisors, uniformed officers and civilian staff to conduct selective traffic enforcement operations including; driving under the influence (DUI) checkpoints, DUI roving patrols, collaborative roving patrols, traffic safety patrols, educational presentations, equipment, and travel during the one year grant period.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to accept grant funds from the Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant, allocate funds to pay for costs associated with conducting the DUI and traffic enforcement activities, and execute all necessary documents.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th of October, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of First Amendment to Business Improvement District Contract by and Between the City of Pittsburg and the Pittsburg Chamber of Commerce

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

On June 1, 2022, the City and the Pittsburg Chamber of Commerce (Chamber) entered into a Business Improvement District (BID) contract for Fiscal Year (FY) 2022-2023 for specific services to be provided to the City by the Chamber. Staff is proposing an amendment to the contract to extend the term and increase the compensation.

FISCAL IMPACT

Approval of the contract amendment would increase the compensation amount from \$30,000 to \$60,000. The initial contract amount as well as the increase have been budgeted through the FY 2023 and FY 2024 adopted budgets, and no additional allocation is requested.

RECOMMENDATION

City Council adopt the attached Resolution approving the First Amendment to the BID contract.

BACKGROUND

In 1972, the Chamber was designated as the advisory board for the BID. The advisory board's role was to advise the City and provide recommendations as to how the business improvement tax is to be used. Since the inception of the BID, the City and the Chamber have shared the business improvement tax collected and the Chamber has used the funds to promote, retain, and attract businesses to the City and develop programs that support local businesses. Because all licensed businesses pay the business improvement tax, the City's direction to the Chamber has been to provide support to all Pittsburg businesses and not just businesses who are Chamber members.

In 1999, the relationship between the City and the Chamber was formalized into a service contract for specific services to be performed by the Chamber during a fiscal year that benefited Pittsburg's business community.

On April 4, 2022, the City Council authorized the current contract with Chamber, allocating \$30,000 of funds collected from the B.I.D.

SUBCOMMITTEE FINDINGS

The proposed amendment to the BID contract was presented to and discussed by the Economic Development/ Waterfront Development Subcommittee on May 11, 2023. The Subcommittee was supportive of the term extension and compensation increase.

STAFF ANALYSIS

The City and the Chamber have worked together to develop the scope of services to ensure that its goals are aligned and that the proposed services identified in the scope of services meet the City's needs.

Due to staffing changes and shortages, the City sought assistance from the Chamber on several tasks not outlined within the initial scope, including: assistance with Family Fun Fridays in 2022; hosting/leading online webinars for small businesses; and a PHS Marching Band fundraising event designed to support Downtown activity.

The Chamber also assisted on tasks noted within the approved scope, including: 1) business outreach; 2) business watch program; 3) Government relations, 4) Assisting with gateway projects.

ATTACHMENTS:

1. Resolution
2. First Amendment to Contract
3. BID Contract

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving the)
First Amendment to Business Improvement District) RESOLUTION NO. 23-
Contract)

WHEREAS, in 1972, the Pittsburgh Chamber of Commerce (“Chamber”) was designated as the advisory board for the Business Improvement District (BID); and

WHEREAS, the advisory board’s role was to advise the City and provide recommendations as to how the business improvement tax is to be used; and

WHEREAS, since the inception of the BID, the City and the Chamber have shared the business improvement tax collected and the Chamber has used the funds to promote, retain, and attract businesses to the City and develop programs that support local businesses. Because all licensed businesses pay the business improvement tax, the City’s direction to the Chamber has been to provide support to all Pittsburgh businesses and not just businesses who are Chamber members; and

WHEREAS, in 1999, the relationship between the City and the Chamber was formalized into a service contract for specific services to be performed by the Chamber during a fiscal year that benefited Pittsburgh’s business community; and

WHEREAS, the City and the Chamber propose to enter into a BID contract for fiscal year 2022-2023 for specific services to be provided to the City by the Chamber; and

WHEREAS, on April 4, 2022, the City Council authorized the current contract with Chamber, allocating \$30,000 of funds collected from the B.I.D.; and

WHEREAS, due to staffing changes and shortages, the City sought assistance from the Chamber on several tasks not outlined within the initial scope, including: assistance with Family Fun Fridays in 2022; hosting/leading online webinars for small businesses; and a PHS Marching Band fundraising event designed to support Downtown activity; and

WHEREAS, the Chamber also assisted on tasks noted within the approved scope, including: 1) business outreach; 2) business watch program; 3) government relations, 4) assisting with gateway projects.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves the First Amendment to the Business Improvement District Contract by and Between the City of Pittsburgh and the Pittsburgh Chamber of Commerce, and allocates the additional funding necessary to meet the City’s obligations of the contract.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO THE
BUSINESS IMPROVEMENT DISTRICT CONTRACT BY AND BETWEEN
THE CITY OF PITTSBURG AND PITTSBURG CHAMBER OF COMMERCE**

This First Amendment to the Principal Agreement made and entered into on October 17, 2023, hereafter referred to as Agreement, between the Pittsburg Chamber of Commerce, a California Non-Profit Organization, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 17th day of October, 2023.

WHEREAS, the parties entered into an Agreement for contract services intended to enhance the commercial areas and businesses that comprise and pay into the Business Improvement District (BID); and

WHEREAS, the parties desire to extend the term and increase the amount of compensation for BID services during the Fiscal Year (FY) 2023 and FY 2024.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Term. Section 2, "Time of Performance," of the Agreement term is hereby amended to read as follows:

The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein

2. Compensation. Section 3, "Compensation," subsection "A," of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed Sixty Thousand Dollars (\$60,000) for services to be performed under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

5. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

6. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First

Amendment shall control in all respects.

7. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

8. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

9. Authority. The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CONSULTANT:

CITY:

PITTSBURG CHAMBER OF
COMMERCE, a non-profit organization

CITY OF PITTSBURG, a municipal
corporation of the State of California

By: _____
Wolfgang Croskey, CEO

By: _____
Garrett Evans, City Manager

APPROVED AS TO FORM:

By: _____
Donna Mooney, City Attorney

**BUSINESS IMPROVEMENT DISTRICT CONTRACT BY AND BETWEEN
THE CITY OF PITTSBURG AND PITTSBURG CHAMBER OF COMMERCE**

THIS CONTRACT is made on June 1, 2022 ("Contract Date"), by and between the City of Pittsburgh ("City") and the Pittsburgh Chamber of Commerce ("Chamber").

WITNESSETH:

WHEREAS, the City proposes to enlist the services of the Chamber to promote, retain, attract, and support the businesses in Pittsburgh.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. Chamber shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the scope of services, attached hereto and incorporated herein by this reference as Exhibit A.

B. Chamber enters into this Contract as an independent contractor and not as an employee of the City. The Chamber shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Chamber are employees, agents, contractors or subcontractors of the Chamber and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Chamber by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Chamber agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

II. TIME OF PERFORMANCE:

The following time schedule shall be followed:

A. The services of Chamber are to commence upon the Contract Date and shall expire on June 30, 2023.

III. COMPENSATION:

A. The Chamber shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to scope of services but in no event shall total compensation exceed Thirty Thousand Dollars (\$30,000) without City's prior written approval.

B. Said amount shall be paid upon submittal of an invoice detailing the charges and/or reimbursable expenses.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the City with 30 days' written notice. Upon receipt of such notice, Chamber shall cease all work under this Contract. In the event of any such termination, the Chamber shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Chamber's obligations to defend and indemnify the City and City shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, the Chamber shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Chamber, and the City may withhold any payments due to Chamber until such time as the exact amount of damages, if any, due the City from the Chamber is determined.

V. CHANGES:

The City may, from time to time, request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of Chamber's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached scope of services.

VI. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Chamber under this Contract shall become the property of the City, and the Chamber shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Chamber shall deliver to the City, all data, drawings, specifications, reports, estimates, studies, summaries and other such materials and commission as may have been prepared or accumulated to date by the Chamber in performing this Contract which is not Chamber's privileged information, as defined by law, or Chamber's personnel information.

VII. COMPLIANCE WITH LOCAL LAW:

Chamber shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

VIII. WARRANTY:

Chamber agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Chamber's profession. Chamber further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

IX. SUBCONTRACTING:

Except as set forth in Exhibit A for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Chamber shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Chamber.

X. ASSIGNABILITY:

Chamber shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to the Chamber from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Chamber shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

XI. INTEREST IN CONTRACT:

Chamber covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Chamber shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Chamber's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Chamber also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Chamber in writing that Chamber's duties under this agreement warrant greater disclosure by Chamber than was originally contemplated. Chamber shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

XII. LIABILITY OF CHAMBER-NEGLIGENCE:

Chamber shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Chamber's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Chamber or its employees, agents, contractors or subcontractors.

XIII. INDEMNITY AND LITIGATION COSTS:

Chamber shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Chamber's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents.

XIV. CHAMBER TO PROVIDE INSURANCE:

Chamber shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Chamber, its agents, representatives, or employees.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Chamber has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

No workers' compensation insurance shall be required for the Chamber's independent contractors.

"I certify that I, Chamber, have employees for whom I provide workers' compensation insurance. I also have independent contractors for which I am exempt from the legal requirement that I provide worker's compensation insurance."

Wolfgang Crostkey (Print Name) (Signature)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Chamber's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Chamber maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Chamber including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Chamber's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Chamber's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Chamber.

Waiver of Subrogation

Chamber hereby grants to City a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City by virtue of the payment of any loss under such insurance. Chamber agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Chamber to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Chamber must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Chamber shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Chamber's obligation to provide them. The Chamber reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XVII. MISCELLANEOUS PROVISIONS:

A. The Chamber shall designate a lead person (Lead) who at all times shall represent the Chamber before the City on all matters relating to this Contract. The Lead shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Chamber, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

B. The Chamber shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Chamber shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Chamber shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Chamber.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Garrett Evans, City Manager

Chamber: Pittsburg Chamber of Commerce
985 Railroad Avenue
Pittsburg, CA 94565
ATTN: Wolfgang Croskey, CEO

G. This Contract shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.

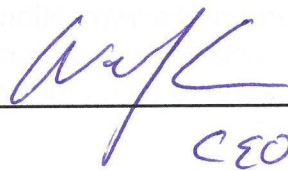
I. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

Executed the day and year first above written, by the parties as follows.

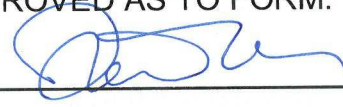
CITY

By: 
Garrett Evans
Title: City Manager

CHAMBER

By: 
Title: CEO

APPROVED AS TO FORM:

By: 
Title: City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CHAMBER

By: _____

Title: _____

W. J. K.
CEO

EXHIBIT A
2022-2023 BID PROGRAM

BID Task	Activity	Performance Measures
1) Prepare Chamber Website Enhancements	Build out of the Chamber website to include information related to Discover Pittsburg in a separate tab	Provide an outline of content for Discover Pittsburg section on the Chamber website; Conduct pre-launch testing and modifications as required; Provide a social media campaign for the official launch of this section of Chamber website.
2) Conduct Business Outreach	Assist the City in providing more information through social media and in-person outreach to businesses to notify them of resources and programs.	Through member engagement, the Chamber will provide monthly social media posts regarding economic development resources, programs and events; Engage in five new member outreach events; Develop a Chamber Strategic Plan that focuses on increasing membership, establishing a mentor/mentee program and increasing overall Chamber revenues.
3) Participate in BID Audit	Review BID revenues for previous fiscal years, including but not limited to mapping BID funding sources and reviewing process and fees.	Assist City Staff in reviewing BID revenues for previous fiscal years and prepare presentation for City Council.
4) Continue Business Watch Program	In coordination with Pittsburg Police Department, the Chamber will plan, organize, and conduct quarterly Business Watch meetings to discuss safety and security concerns for Pittsburg business community	Host quarterly Business Watch Meetings and engage participants in proactive safety and security measures including CPTED recommendations, Neighborhood Watch Programs, and business surveillance programs; Conduct Best Practice research of community-focused security measures and host an public meeting with the Pittsburg Business Community to gather input.
5) Organize Home-Based Business Forums	Provide opportunities for home-based businesses to expand by conducting webinars, training sessions, and funding recommendations to create local jobs and to transition to brick-and-mortar establishments.	Host quarterly meetings for Home-Based Businesses and provide at least two workshops on topics including business expansion, funding, permitting and franchise opportunities; Develop an inventory of available properties to assist in transitioning Home-Based Businesses to brick-and-mortar.
6) Assist with Government Relations	Provide assistance in government relations by organizing seminars and workshops for chamber members, city officials, and other business partners.	Coordinate at least two meeting for Chamber members to understand changes and updates with municipal policies; Provide a quarterly summary of new project or development concepts and offer presentations to City officials;
7) Assist with Gateway Projects	Organize Chamber members to provide input through forums and focus group sessions.	Conduct a minimum of three Chamber member forums and focus groups to gather input on gateway projects.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a City Council and a Southwest Geological Hazard Abatement District II (GHAD) Resolution Authorizing an Interfund Loan of \$1,756,462 from the (GHAD) Fund to the Economic Development Fund

MEETING DATE: October 16, 2023

EXECUTIVE SUMMARY

On October 3, 2022, the City Council authorized the City Manager to negotiate and execute the Seventh Amendment to the Amended and Restated Purchase and Sale Agreement by and between the City of Pittsburg and Stay Cal Pittsburg LLC ("Stay Cal"), including a market-interest loan of up to \$4.3 million. To assist in meeting the City's obligation to provide the loan, the City proposes to execute an interfund loan between the Southwest Geological Hazard Abatement District II (GHAD) Fund and Economic Development Fund in an amount of \$1,756,462 ("Loan Amount").

FISCAL IMPACT

The loan amount of \$1,756,462 would be provided to the Economic Development Fund (Fund 202). \$556,462 of the Loan Amount would be used to reimburse the General Fund (Fund 110) for payments made to outside agencies for fees related to construction of the Courtyard by Marriott Hotel pursuant to the City's loan to Stay Cal. The remaining \$1,200,000 would be provided as cash to Stay Cal for construction costs, pursuant to the Seventh Amendment.

The proposed action would reduce the GHAD fund (Fund 208) balance by \$1,756,462, from \$5,966,616 to \$4,210,154.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing interfund loan agreement and authorizing the spending plan.

BACKGROUND

On December 5, 2018, the City and Stay Cal entered into the Agreement in order to facilitate the development of a hotel on City-owned property. The Agreement outlines the responsibilities of both the City and Stay Cal, including the purchase price and sale of the property, schedule of performance, fee deferrals, payment of transit occupancy tax (TOT), annexation into community facility districts (CFDs) and the light and landscaping district (LLD), and transfer of the property or a portion thereof to a third party.

Between June 2019 and October 2022, the City and Stay Cal executed seven amendments to the Agreement in order to extend certain dates in the Schedule of Performance and extended the close of escrow date, as well as to modify the payment of fees and repayment provisions of the Agreement, allow for the sale of a portion of the property to a third party, and memorialize a potential City contribution of up to \$599,000.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Seventh Amendment to the Agreement authorized a City-backed loan not-to-exceed \$4,300,000. The previous loan on the land sale (\$1,678,110) and deferred fees (\$463,000) carried an interest rate of 2.5%; the interest rate on the additional amount (approximately \$2,158,890) would grow from 3.49% to 9.41% over the course of the 30-plus year term. The previous loan and deferred fees were rolled into the new loan, creating an effective “blended” interest rate growing from 3% in years 0-2 to 6% in years 16-30. The loan is secured by a promissory note and deed of trust.

The \$4,300,000 loan is comprised of the following components: 1) the land sale (\$1,678,110); outside agency fees (\$556,462); City of Pittsburg fees (\$854,593); and site work (\$1,200,000).

Staff anticipates the Project, once operational, would generate over \$500,000 annually in transit occupancy tax which would support the City’s General Fund.

ATTACHMENTS:

1. GHAD Resolution
2. City Resolution
3. Loan Agreement

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT
DISTRICT II

In the Matter of:

Authorizing the Execution of an)
Interfund Loan Agreement with)
the City of Pittsburgh)

RESOLUTION NO. 23-

WHEREAS, the Community and Economic Development Department is charged with managing and regulating development within the City, and with attracting and assisting in the development of new and expanding businesses; and

WHEREAS, on December 5, 2018, the City and Stay Cal entered into the Agreement in order to facilitate the development of a hotel on City-owned property; and

WHEREAS, between June 2019 and October 2022, the City and Stay Cal executed seven amendments to the Agreement in order to extended certain dates in the Schedule of Performance and extended the close of escrow date, as well as to modify the payment of fees and repayment provisions of the Agreement, allow for the sale of a portion of the property to a third party, and memorialize a potential City contribution of up to \$599,000; and

WHEREAS, the Seventh Amendment to the Agreement authorized a City-backed loan not-to-exceed \$4,300,000; and

WHEREAS, the previous loan on the land sale (\$1,678,110) and deferred fees (\$463,000) carried an interest rate of 2.5%; the interest rate on the additional amount (approximately \$2,158,890) would grow from 3.49% to 9.41% over the course of the 30-plus year term. The previous loan and deferred fees were rolled into the new loan, creating an effective "blended" interest rate growing from 3% in years 0-2 to 6% in years 16-30. The loan is be secured by a promissory note and deed of trust; and

WHEREAS, the \$4,300,000 loan is comprised of the following components: 1) the land sale (\$1,678,110); outside agency fees (\$556,462); City of Pittsburgh fees (\$854,593); and site work (\$1,200,000); and

WHEREAS, the City seeks to utilize GHAD Funds via an interfund loan to provide the \$1,200,000 for site work as well as repayment to the general fund of \$556,462 paid to outside agencies as part of the permitting process; and

WHEREAS, staff anticipates the Project, once operational, would generate over \$500,000 annually in transit occupancy tax which would support the City's General Fund; and

WHEREAS, there is sufficient fund balance to accommodate the loan without impact on the GHAD's ongoing operations. The City proposes to repay the loan with repayments made by Stay Cal on the principal loan.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the GHAD hereby authorize the Executive Director to execute a Loan Agreement between the City of Pittsburg and the Southwest Pittsburg Geologic Hazard Abatement District II, dated October 17, 2023, in order to provide an interfund loan in the amount of \$1,756,462.

PASSED AND ADOPTED by the Board of Directors of the Southwest Pittsburg Geologic Hazard Abatement District II at a regular meeting on the 16th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Execution of an)
Interfund Loan Agreement with)
the Southwest Pittsburgh Geological)
Hazard Abatement District II)

RESOLUTION NO. 23-

WHEREAS, the Community and Economic Development Department is charged with managing and regulating development within the City, and with attracting and assisting in the development of new and expanding businesses; and

WHEREAS, on December 5, 2018, the City and Stay Cal entered into the Agreement in order to facilitate the development of a hotel on City-owned property; and

WHEREAS, between June 2019 and October 2022, the City and Stay Cal executed seven amendments to the Agreement in order to extended certain dates in the Schedule of Performance and extended the close of escrow date, as well as to modify the payment of fees and repayment provisions of the Agreement, allow for the sale of a portion of the property to a third party, and memorialize a potential City contribution of up to \$599,000; and

WHEREAS, the Seventh Amendment to the Agreement authorized a City-backed loan not-to-exceed \$4,300,000; and

WHEREAS, the previous loan on the land sale (\$1,678,110) and deferred fees (\$463,000) carried an interest rate of 2.5%; the interest rate on the additional amount (approximately \$2,158,890) would grow from 3.49% to 9.41% over the course of the 30-plus year term. The previous loan and deferred fees were rolled into the new loan, creating an effective "blended" interest rate growing from 3% in years 0-2 to 6% in years 16-30. The loan is be secured by a promissory note and deed of trust; and

WHEREAS, the \$4,300,000 loan is comprised of the following components: 1) the land sale (\$1,678,110); outside agency fees (\$556,462); City of Pittsburgh fees (\$854,593); and site work (\$1,200,000); and

WHEREAS, the City seeks to utilize GHAD Funds via an interfund loan to provide the \$1,200,000 for site work as well as repayment to the general fund of \$556,462 paid to outside agencies as part o the permitting process; and

WHEREAS, staff anticipates the Project, once operational, would generate over \$500,000 annually in transit occupancy tax which would support the City's General Fund; and

WHEREAS, there is sufficient fund balance to accommodate the loan without impact on the GHAD's ongoing operations. The City proposes to repay the loan with repayments made by Stay Cal on the principal loan.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorize the City Manager to execute a Loan Agreement Between the City of Pittsburgh and the Southwest Pittsburgh Geologic Hazard Abatement District II, dated October 17, 2023, in order to accept an interfund loan in the amount of \$1,756,462; and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburgh hereby authorize the City Manager to use of these funds to meet the obligations of any agreements authorized by previous City Council action, including the reimbursement of costs previously covered by the General Fund.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

A LOAN AGREEMENT BETWEEN THE CITY OF PITTSBURG AND SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II

This Loan Agreement ("Agreement") is entered into October 17, 2023 ("Effective Date") by and between the City of Pittsburg, a municipal corporation ("City"), and the Southwest Pittsburg Geologic Hazard Abatement District II, a political subdivision of the State of California ("GHAD"); the City and GHAD are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Community and Economic Development Department is charged with managing and regulating development within the City, and with attracting and assisting in the development of new and expanding businesses; and

WHEREAS, on December 5, 2018, the City and Stay Cal entered into the Agreement in order to facilitate the development of a hotel on City-owned property; and

WHEREAS, between June 2019 and October 2022, the City and Stay Cal executed seven amendments to the Agreement in order to extend certain dates in the Schedule of Performance and extended the close of escrow date, as well as to modify the payment of fees and repayment provisions of the Agreement, allow for the sale of a portion of the property to a third party, and memorialize a potential City contribution of up to \$599,000; and

WHEREAS, the Seventh Amendment to the Agreement authorized a City-backed loan not-to-exceed \$4,300,000; and

WHEREAS, the previous loan on the land sale (\$1,678,110) and deferred fees (\$463,000) carried an interest rate of 2.5%; the interest rate on the additional amount (approximately \$2,158,890) would grow from 3.49% to 9.41% over the course of the 30-plus year term. The previous loan and deferred fees were rolled into the new loan, creating an effective "blended" interest rate growing from 3% in years 0-2 to 6% in years 16-30. The loan is to be secured by a promissory note and deed of trust; and

WHEREAS, the \$4,300,000 loan is comprised of the following components: 1) the land sale (\$1,678,110); outside agency fees (\$556,462); City of Pittsburg fees (\$854,593); and site work (\$1,200,000); and

WHEREAS, the City seeks to utilize GHAD Funds via an interfund loan to provide the \$1,200,000 for site work as well as repayment to the general fund of \$556,462 paid to outside agencies as part of the permitting process; and

WHEREAS, staff anticipates the Project, once operational, would generate over \$500,000 annually in transit occupancy tax ("TOT"), which would support the City's General Fund; and

WHEREAS, there is sufficient fund balance to accommodate the loan without impact on the GHAD's ongoing operations. The City proposes to repay the loan with repayments made by Stay Cal on the principal loan.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the GHAD and the City hereby agree as follows:

1. Term

This Agreement shall continue in full force and effect until the City has fully satisfied all repayment and reimbursement obligations it owes to the GHAD pursuant to this Agreement.

2. Reimbursement Payments: Subordination.

The GHAD shall loan the City an amount up to \$1,756,462. City shall repay the loan plus annual interest. The annual interest rate shall be determined by the Director of Finance based upon 2023 Quarter 3 LAIF rates, compounded annually.

Forms of reimbursement payment may include but are not limited to repayment of principal and interest on loan administered by the City to third parties. The City shall have sixty (60) months from Effective Date to repay the loan.

The Parties agree that all City obligations under this Agreement shall be subordinate to any and all existing indebtedness that the City has incurred prior to the Effective Date.

3. Further Assurances.

The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

4. No Third-Party Beneficiaries.

There shall be no third-party beneficiaries to this Agreement except as specifically set forth herein.

5. Venue and Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action by any party to this agreement shall be brought in the appropriate court of competent jurisdiction within the County of Contra Costa, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

6. Severability.

If any term, provision, covenant or condition contained in this Agreement or the application thereof to any person, party, transaction or circumstance is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such provision to other persons, parties, transactions or circumstance shall not be affected thereby.

7. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.

8. Amendments.

This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

9. Effect of Waiver.

No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

10. Captions: Entire Agreement.

The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. Any amendment to this Agreement, including oral modifications supported by new consideration, must be reduced to writing and signed by both parties before it will be effective. The parties have had an equal opportunity to participate in the drafting of this Agreement. The usual construction of an agreement as to the drafting party shall not apply to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SOUTHWEST GEOLOGICAL
HAZARD ABATEMENT DISTRICT II**

CITY OF PITTSBURG

Garrett Evans, Executive Director

Garrett Evans, City Manager

Approved as to form:

Donna Mooney, Agency Attorney

Donna Mooney, City Attorney