

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: General Services Agency

BOARD AGENDA:5.B.10
AGENDA DATE: November 12, 2024

SUBJECT:

Approval of Amendments to Contracts or Agreements with Cumulative Amounts of \$200,000 or Greater

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2024-0670

On motion of Supervisor Withrow Seconded by Supervisor B. Condit
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Elizabeth A. King

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.10
AGENDA DATE: November 12, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Amendments to Contracts or Agreements with Cumulative Amounts of \$200,000 or Greater

STAFF RECOMMENDATION:

1. Approve amendments to contracts or agreements with cumulative amounts of \$200,000 or greater.
2. Authorize the General Services Agency Director/Purchasing Agent, or previously authorized Department Head to sign and execute the amendments.

DISCUSSION:

County process provides departments the opportunity to submit contract amendments and renewals during the County's budget cycles (Proposed, Adopted, First Quarter, Midyear, and Third Quarter). Traditionally, a list of these agreements were submitted for Board approval as an attachment to the budget agenda item. The General Services Agency (GSA), in collaboration with County Counsel and the Chief Executive Office, assists County Departments in preparing and processing a significant amount of the County's contracts and agreements. As such, GSA has assumed responsibility for contract renewals and amendments, recommending approval through a separate Board item to coincide with the quarterly budget process.

The County's Purchasing and Salvage Policy, consistent with California Government Code §25502.5, requires all contracts and agreements whose value exceeds \$200,000 to be approved by the Board of Supervisors, regardless of the procurement method. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (Board Resolution No. 2024-0347; California Government Code §25502.5).

The quarterly Contract Summary Sheet administered by GSA is an approval mechanism for amendments, extensions, and renewals to existing contracts with a cumulative value above \$200,000 per contract. Departments have the opportunity to either include such amendments on the Contract Summary Sheet or to seek Board approval on their own through separate agenda items. New contracts above the \$200,000 threshold are not processed through the Contract Summary Sheet and must instead be brought to the Board separately for approval, enhancing transparency and accountability.

The Contract Summary Sheet for the Adopted Budget cycle lists proposed amendments to existing contracts and agreements where the total cumulative compensation already exceeds or will exceed \$200,000 upon execution of the amendments. GSA recommends that the Board of Supervisors approve the proposed contract amendments listed in the Contract Summary Sheet, authorizing the modifications, extensions, or renewals to the existing contracts as specified.

POLICY ISSUE:

The County's Purchasing and Salvage Policy authorizes the County Purchasing Agent to execute contracts whose value is \$200,000 or less. Agreements and amendments whose value exceeds the \$200,000 threshold require the Board of Supervisors' approval (California Government Code §25212 et seq, and §25502.5, et seq., which establish the contracting authority of the Board of Supervisors and the Purchasing Agent).

FISCAL IMPACT:

There are no budget adjustments required as a result of the recommended Board action to approve the contract amendments/renewals listed in Attachment 1. Departments are responsible for establishing and monitoring the appropriations and funding required to support the listed contracted services.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* by providing cost-effective contracted services for the use of County departments.

STAFFING IMPACT:

Existing County department staff will continue to manage their agreements.

CONTACT PERSON:

Andrew Johnson, GSA Director/Purchasing Agent	(209) 525-4380
Brad Diemer, GSA Purchasing Manager	(209) 525-6319

ATTACHMENT(S):

1. Contract Summary Sheet - 2025 First Quarter Budget
2. Amendments 2025 First Quarter Budget Cycle
3. Levine Act Disclosure Statements 2025 First Quarter Budget Cycle

Contract Summary Sheet
Reporting For Contract Amendments Term Period Beginning July 1, 2024
Compensation over \$200,000
2025 First Quarter Budget

Department	Budget Unit	Contractor	Brief Description of Service Provided	Current Contract Not-To-Exceed Dollar Amount & Term Dates	Proposed Increase to Contract Not-To-Exceed Dollar Amount & Term Dates	Proposed Cumulative Compensation Total (NEW Not-To-Exceed Amount)	Board Resolution Number XXXX-XXXX & Date (include all related to contract)
Aging and Veterans Services	Area Agency on Aging	Catholic Charities of the Diocese of Stockton	Ombudsman Program Services	\$277,398 7/1/24-6/30/25	\$58,370 7/1/24-6/30/25	\$335,768	2024-0329 6/25/24
Aging and Veterans Services	Area Agency on Aging	Taher Inc.	Congregate Meals Vendor	\$235,248 7/1/24-6/30/25	\$74,125 7/1/24-6/30/25	\$309,373	2024-0329 6/25/24
Aging and Veterans Services	Area Agency on Aging	Trio Community Meals	Home Delivered Meals	\$1,213,368 7/1/24-6/30/25	\$172,386 7/1/24-6/30/25	\$1,385,754	2024-0329 6/25/24
Aging and Veterans Services	Area Agency on Aging	Healthy Aging Association	CalFresh/SnapEd Nutrition Education - adding the use of County vehicle to agreement	\$251,018 10/1/24-9/30/25	\$0 10/1/24-9/30/25	\$251,018	2024-0504 9/17/24
Community Services Agency	Program Services and Support	Aspiranet	Child and Family Team Meeting Services- Correction to report Probation costs (Joint contract, CSA is contract lead)	\$1,103,277 7/1/24-6/30/25	\$18,960 7/1/24-6/30/25	\$1,122,237	2024-0281 6/4/2024
General Services Agency	Capital Facilities	Burke, Williams & Sorensen, LLP	Legal Services	\$900,000 1/25/22-12/31/24	\$400,000 1/25/25-12/31/26	\$1,300,000	2022-0029 1/25/22
General Services Agency	Capital Facilities	Rein & Rein	Legal Services	\$600,000 1/25/22-12/31/24	\$400,000 1/25/25-12/31/26	\$1,000,000	2022-0029 1/25/22
General Services Agency	Fleet	NextGen Alpha	Vehicle Upfitting	\$900,000 11/17/22-10/31/25	\$750,000 11/17/22-10/31/25	\$1,650,000	2022-0597 11/1/2022
Sheriff	Operations	City of Turlock	Automated License Plate Reader Program	\$568,218 4/1/23-3/31/28	\$58,414.49 4/1/23-3/31/28	\$626,632.49	2023-0198 5/2/23

**Amendment No. 2
To
Standard Agreement**

This Amendment Number 2 to the Standard Agreement ("Agreement") by and between the County of Stanislaus, ("County") and Catholic Charities, Diocese of Stockton, ("Contractor"), dated July 1, 2024, is made and entered into this _____ day of _____ 2024 for and in consideration of the promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, the Area Agency on Aging has made additional One Time Only funding available for the Ombudsman Program;

WHEREAS, Exhibit A, Section 17 of the Agreement allows the parties to amend the Agreement upon mutual written consent if the amendment is in written form and executed with the same formalities as the Agreement and attached to the original Agreement to maintain continuity.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. EXHIBIT A, Section C, Paragraph 1. is hereby deleted and replaced with the following:
 - a. In consideration of the timely performance of the Contractor in a manner consistent with the law and this Agreement, including reporting requirements, the AAA shall pay the Contractor the amount not to exceed **Three Hundred Thirty-Five Thousand, Seven Hundred and Sixty-Eight (\$335,768)** for the Ombudsman and Elder Abuse Prevention programs in consideration for satisfactory performance as determined by the AAA. These funds are to be spent according to the budget contained in the Contractor's project grant application approved by the AAA. The AAA shall pay the Contractor monthly after receiving and approving Contractor's monthly cash flow report and request for funds. There is no match for this added funding required.

This new funding represents \$269,651 on the original Agreement plus Amendment No. 1 for \$7,747, and Amendment No. 2 for 58,370 for a total of \$335,768.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Amendment No. 1 effective as of the date specified above.

COUNTY OF STANISLAUS

By: _____

Andrew Johnson
GSA Director/Purchasing Agent

CATHOLIC CHARITIES, DIOCESE OF STOCKTON

By: Martha Arevalos
Martha Arevalos (Sep 11, 2024 13:19 PDT)

Martha Arevalos
Executive Director

APPROVED: BOS Resolution #2024-0329

APPROVED AS TO CONTENT:
Aging and Veterans Services Department

By: Margie Palomino
Margie Palomino (Sep 11, 2024 13:41 PDT)

Margie Palomino
Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Marc Hartley
Marc Hartley
Chief Deputy County Counsel

**Amendment No. 1
To
Standard Agreement**

This Amendment Number 1 to the Standard Agreement ("Agreement") by and between the County of Stanislaus, ("County") and Taher Inc., ("Contractor"), dated July 1, 2024, is made and entered into this _____ day of _____ 2024 for and in consideration of the promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, the Area Agency on Aging has made additional funding involving meal preparation for the Senior Nutrition Program for older adults;

WHEREAS, Exhibit A, Section 17 of the Agreement allows the parties to amend the Agreement upon mutual written consent if the amendment is in written form and executed with the same formalities as the Agreement and attached to the original Agreement to maintain continuity.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. EXHIBIT A, Section C, Paragraph 1. is hereby deleted and replaced with the following :

In consideration of the timely performance of the Contractor in a manner consistent with the law and this Agreement, including meal preparation and reporting requirements, the Contractor shall be compensated as follows:

- 1 . The County shall pay the Contractor the total amount not to exceed **Three Hundred and Nine Thousand, Three Hundred and Seventy-Three Dollars (\$309,373)** for Congregate Meals Program (C-1) for the nine sites listed below.

SITES	ADDRESS	DAY/HOURS OF OPERATION
Gladys Lemmons Center	450 East A Street, Oakdale	Monday-Friday 10am-1pm
Hammon Senior Center	1033 W. Las Palmas, Patterson	Monday-Friday 10am-1pm
Hughson Senior Community Center	2307 4 th Street, Hughson	Monday-Friday 10am-1pm
Mancini Hall	718 Tuolumne Boulevard, Modesto	Monday-Friday 10am-1pm
Modesto Senior Center	211 Bodem Street, Modesto	Monday/Wednesday/Thursday 10am-1pm
Riverbank Community Center	3600 Santa Fe, Riverbank	Monday/Tuesday/Thursday 10am-1pm
Stanislaus Veterans Center (Coffee Road Café)	3500 Coffee Road, Ste 15, Modesto	Monday, Tuesday, Wednesday 11am-2pm
United Community Center	8900 Laird Road, Grayson	Monday, Wednesday, Friday 9:30am-12:30pm
Turlock Senior Center	1191 Cahill Street, Turlock	Friday 10am-1pm

This new funding represents \$235,248 on original Agreement plus Amendment No. 1 for \$74,125 for a total of \$309,373.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Amendment No. 1 effective as of the date specified above.

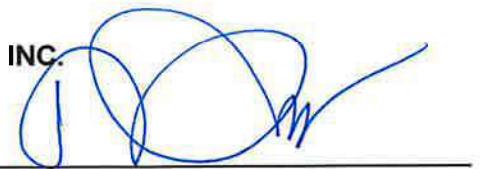
COUNTY OF STANISLAUS

By: _____
Andrew Johnson
GSA Director/Purchasing Agent

TAHER INC.

By: _____

Bruce Taher
CEO and President



APPROVED: BOS Resolution #2024-0329

APPROVED AS TO CONTENT:
Aging and Veterans Services Department

By: Margie Palomino
Margie Palomino (Sep 17, 2024 14:55 PDT)
Margie Palomino
Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Marc Hartley
Marc Hartley
Deputy County Counsel

**Amendment No. 1
To
Standard Agreement**

This Amendment Number 1 to the Standard Agreement ("Agreement") by and between the County of Stanislaus, ("County") and Trio Community Meals, LLC, ("Contractor"), dated July 1, 2024, is made and entered into this _____ day of _____ 2024 for and in consideration of the promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, the Area Agency on Aging has made additional funding for services involving Home Delivered Meals for the Senior Nutrition Program;

WHEREAS, Section 17 of the Agreement allows the parties to amend the Agreement upon mutual written consent if the amendment is in written form and executed with the same formalities as the Agreement and attached to the original Agreement to maintain continuity.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. EXHIBIT A, Section C, Paragraph 1. is hereby deleted and replaced with the following:

In consideration of the timely performance of the Contractor in a manner consistent with the law and this Agreement, including meal preparation and reporting requirements, the Contractor will be compensated as follows:

4. The County will reimburse the contractor an amount not to exceed Two Hundred and Eighty-Eight Thousand, Four Hundred and Eighteen Dollars and (\$288,418) per quarter for the Home Delivered Meals Program (C-2).
5. The County will pay the Contractor the total amount not to exceed One Million, One-Hundred and Fifty-Three Thousand, Six Hundred and Seventy-Four Dollars (1,153,674) for the Home Delivered Meals Program (C-2).
7. The County will reimburse the contractor an amount not to exceed Fifty-Eight Thousand, and Twenty Dollars (\$58,020) per quarter for the Qualifying Breakfast meals.
8. The County will pay the Contractor the total amount not to exceed Two Hundred and Thirty-Two Thousand, and Eighty Dollars (\$232,080) for the Home Delivered Meals Program (C-2) Qualifying Breakfast meals.

This new funding represents \$1,012,440 for the C-2 meals Home Delivered Meals and \$200,928 for the Breakfast meals on original Agreement plus Amendment No. 1 for \$141,234 for the C-2 meals for a new total of \$1,153,674 and \$31,152 for the Breakfast meals for a new total of \$232,080. The new total for the contract is \$1,385,754.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Amendment No. 1 effective as of the date specified above.

COUNTY OF STANISLAUS

By: _____

Andrew Johnson
GSA Director/Purchasing Agent

APPROVED: BOS Resolution #2024-0329

APPROVED AS TO CONTENT:
Aging and Veterans Services Department

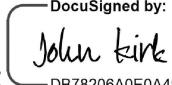
By: Margie Palomino
Margie Palomino (Sep 24, 2024 11:53 PDT)

Margie Palomino
Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Marc Hartley
Marc Hartley
Chief Deputy County Counsel

TRIO COMMUNITY MEALS, LLC

DocuSigned by:
By: 
John Kirk
DB78206A0E0A49A...

John Kirk
President

**Amendment No. 1
To
Standard Agreement**

This Amendment Number 1 to the Standard Agreement ("Agreement") by and between the County of Stanislaus, ("County") and Healthy Aging Association, a non-profit corporation ("Contractor"), dated October 1, 2024, is made and entered into this _____ day of _____ 2024 for and in consideration of the promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, the Area Agency on Aging has a need for services involving CalFresh Healthy Living Program/Supplemental Nutrition Assistance Program Education (CFHL/SnapEd);

WHEREAS, Exhibit A, Section 17 of the Agreement allows the parties to amend the Agreement upon mutual written consent if the amendment is in written form and executed with the same formalities as the Agreement and attached to the original Agreement to maintain continuity.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. EXHIBIT A, Paragraph 1. adding the following:
 - a. An Area Agency on Aging van may be available for use for the Green Bag Program as part of the CalFresh Healthy Living/SnapEd contract's Scope of Work. All fuel, regular maintenance, and liability insurance shall be provided and maintained during the use of the van by the Contractor, Healthy Aging Association.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Amendment No. 1 effective as of the date specified above.

COUNTY OF STANISLAUS

By: _____
Andrew Johnson
GSA Director/Purchasing Agent

APPROVED: BOS Resolution #2024-0504

APPROVED AS TO CONTENT:
Aging and Veterans Services Department

By: Margie Palomino
Margie Palomino
Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Marc Hartley
Marc Hartley
Chief Deputy County Counsel

HEALTHY AGING ASSOCIATION, INC.

By: Dianna Olsen
Dianna Olsen
Executive Director

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND COUNTY OF STANISLAUS
PROBATION DEPARTMENT AND ASPIRANET
FOR CHILD AND FAMILY TEAM MEETING SERVICES
JULY 1, 2024 THROUGH JUNE 30, 2025**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("County") and COUNTY OF STANISLAUS PROBATION DEPARTMENT ("Probation"), and ASPIRANET ("Consultant"), a non-profit Corporation, as of July 1, 2024 or the execution of the Agreement by both parties (the "Effective Date").

INTRODUCTION

WHEREAS, County has the need for scheduling and facilitation of Child and Family Team meeting services; and

WHEREAS, Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is hereby incorporated by reference and made a part hereof.

- 1.1 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.2 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

- 1.3 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.4 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant shall be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 County shall pay Consultant as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, State and Federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2025, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.

- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in section 2 herein, subject to any applicable setoffs.
- 3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS AND COMPLIANCE WITH LAWS

- 4.1 Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Consultant at no expense to the County.
- 4.2 Consultant shall comply with all applicable local, State and Federal laws, rules and regulations.
- 4.3 Consultant represents and warrants that neither Consultant nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any Federal, State or local government or agency, nor has it been declared ineligible for the award of contracts by any Federal, State, or local government or agency, nor does it appear on any Federal, State or local government's excluded parties list system. Consultant shall provide immediate written notice to the County if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. INSURANCE

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in EXHIBIT B, which is hereby incorporated by reference and made a part hereof.

7. DEFENSE AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County officers, directors, employees, agents, volunteers, project manager, construction manager and owner's representative (each, an "Indemnitee") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs (each a "Claim"), arising out of, resulting from, or in connection with the breach of this Agreement by Consultant or the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors including but not limited to Claims resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.
- 7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. This section shall survive termination of this Agreement.
- 7.3 Consultant shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Consultant and Consultant's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.
- 7.4 Subject to the limitations in 42 United States Code section 9607(e), and unless otherwise provided in a Scope of Services approved by the parties:
 - 7.4.1 Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the purposeful release or negligence of Consultant or its subcontractors;
 - 7.4.2 No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under State or Federal law; and
 - 7.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. STATUS OF CONSULTANT

- 8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or

considered under any circumstances to create an employer-employee relationship or a joint venture.

- 8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. RECORDS AND AUDITS

- 9.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 353.
- 9.3 Any authorized representative of County shall have access to any writings as defined above, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual Financial and Compliance Audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's compensation exceeds \$100,000 per fiscal year.
- 9.8 Consultant expending in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of States, local governments, institutions of higher education and non-profit. Consultant shall notify the County at CSAReport@stancounty.com once their Single Audit is submitted to the Federal Audit Clearinghouse.
- 9.9 For Consultants who have biennial Financial and Compliance Audits completed, the reports must cover both years within the biennial period.
- 9.10 The Financial and Compliance audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and the statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).
- 9.11 Consultant shall include in the Financial and Compliance Audit or the Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Consultant to provide for the performance of a Financial and Compliance Audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

9.13 Consultant is responsible for submitting to the County at CSAReport@stancounty.com a Financial and Compliance Audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

10. CONFIDENTIALITY

10.1 Consultant shall comply and require its officers and employees to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions Code (WIC); Division 19 of the California Department of Social Services Manual of Policies and Procedures, as well as any other applicable local, State, and Federal laws, rules and regulations to assure that:

10.1.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of public social services.

10.1.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

10.1.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of misdemeanor.

10.2 Medi-Cal Data Privacy and Security:

10.2.1 Consultant shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS), California Department of Social Services (CDSS) and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.

10.2.2 Consultant shall comply with Stanislaus County Board of Supervisors approved Cloud Policy <http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf>, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

10.2.3 Consultant shall abide by the following Information Technology (IT) protocols and procedures:

10.2.3.1 Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.

10.2.3.2 Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:

- Changing the methodology of storing, processing or transmitting customer PII and reports.
- Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

10.2.3.3 Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.

10.2.3.4 PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

11. NON-DISCRIMINATION

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status, or any other legally protected classification. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VII of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA); the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement shall be made within thirty (30) days in writing to the address or to the email listed below as follows to the respective parties:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
P.O. Box 42
Modesto, CA 95353

Or

Csa-contracts@stancounty.com

To Probation: County of Stanislaus
Probation Department
Attention: Mark Ferriera, Chief Probation Officer
2215 Blue Gum Avenue
Modesto, CA 95358

Or

<mailto:fermar@stanpro.org>

To Consultant: Aspiranet
Attention: Vernon Brown, Chief Executive Officer
400 Oyster Point Blvd. Suite 501
South San Francisco, CA 94080

Or

vbrown@aspiranet.org

15. CONFLICTS

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. AUTHORIZED SIGNATURE

22.1 The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Consultant's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

22.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

23. ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. GENERAL ACCOUNTABILITY

- 24.1 In the event of an audit exception or exceptions, the Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 24.3 Any expenses the County incurs as a result of the Consultant's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

25. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant shall also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Consultant shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

26. COPYRIGHT ACCESS

County, State, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, and

to authorize others to do so, all material developed under this Agreement including those covered by copyright.

27. STATE ENERGY CONSERVATION PLAN

Consultant agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

28. CONVICTION OF CRIME

- 28.1 Consultant shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Consultant.
- 28.2 Consultant agrees not to knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds or a misdemeanor or felony involving abuse, neglect, violence or sexual conduct involving or perpetrated upon a minor.
- 28.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166 and shall comply with the provisions of the code section.

29. MATCHING FUNDS

These funds are not available for matching with Federal, State or local funds for this or any other Agreement unless certified by County.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

- 30.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant shall be referred to as the "prospective recipient".
- 30.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).
 - 30.2.1 The prospective recipient of Federal assistance funds certifies by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 30.2.2 The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation

in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

- 30.2.3 Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- 30.2.4 The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 30, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 30.2.5 The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 30 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 30.2.6 The certification in section 30 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

31. CERTIFICATION REGARDING ECONOMIC SANCTIONS PURSUANT TO CALIFORNIA STATE EXECUTIVE ORDER N-6-22

- 31.1 Consultant shall review their investments and Agreements to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.
- 31.2 County shall terminate any Agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter an Agreement with any such individual or entity while the Order is in effect.
- 31.3 For Agreements valued at five million dollars (\$5,000,000) or more, Consultant shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

32. COMPLIANCE WITH FALSE CLAIMS ACT

- 32.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

32.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

By: Christine Huber
By: Christine Huber (Jun 27, 2024 22:24 PDT)
Christine Huber, MSW

Title: _____ Director

Dated: _____ Jun 27, 2024

COUNTY OF STANISLAUS
PROBATION

By: Mark Ferriera
By: Mark Ferriera (Jun 18, 2024 16:15 PDT)
Mark Ferriera

Title: _____ Chief Probation Officer

Dated: _____ Jun 18, 2024

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Lindy GiacopuzziRotz
By: Lindy GiacopuzziRotz (Jun 14, 2024 14:17 PDT)

Title: _____ Deputy County Counsel

Dated: _____ Jun 14, 2024

ASPIRANET

By: Vernon Brown
By: Vernon Brown (Jun 18, 2024 10:46 PDT)
Vernon Brown

Title: _____ Chief Executive Officer

Dated: _____ Jun 18, 2024

COUNTY OF STANISLAUS

Approved BOS Resolution #: 2024-0281

Dated: _____ June 4, 2024

**SCOPE OF WORK
FOR
CHILD AND FAMILY TEAM MEETING SERVICES
JULY 1, 2024 THROUGH JUNE 30, 2025**

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.331 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Assistance Listing Number 93.658.

1. SCOPE OF WORK:

- 1.1 Consultant shall provide scheduling and facilitation of Child and Family Team (CFT) meeting services for referred Child Welfare Services (CWS) and Probation Department (Probation) families, children, youth, and/or non-minor dependent(s) as follows:
 - 1.1.1 Consultant shall contact the family, child, youth, and/or non-minor dependent(s) and CFT member participants to communicate the time, date, and location of the CFT meeting;
 - 1.1.2 Consultant shall provide documentation of the CFT meeting, including the Service Plan, to the primary agency: Community Services Agency (CSA) or Probation, including the family, child, youth and/or non-minor dependent(s) within four (4) business days of the CFT meeting;
 - 1.1.3 Consultant shall provide a monthly schedule of CFTs to the respective agency;
 - 1.1.4 Consultant shall track CFTs that have been canceled and include the following information: client name, assigned Social Worker (SW), date canceled for each primary agency (CSA or Probation), and the person/agency that requested to cancel the meeting;
 - 1.1.5 Consultant shall provide information to the CFT leadership of any issues and concerns regarding CFT meetings for continuous quality improvement during scheduled monthly meetings;
 - 1.1.6 Consultant shall meet all the goals of the CFT meeting as identified in the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), and Therapeutic Foster Care (TFC) services for Medi-Cal Beneficiaries as follows:
 - 1.1.6.1 Engagement of the family, child, youth, and/or non-minor dependent(s) and formal or informal support;
 - 1.1.6.2 Identification of the needs and strengths of the child, youth, and/or non-minor dependent(s) and their family;
 - 1.1.6.3 Development of shared plan(s) with the family, support plan implementation, modifying plans, as needed and transition family to informal support;

- 1.1.6.4 Establishing and monitoring case and treatment plans for both the child, youth, and/or non-minor dependent(s) as well as the parent or guardian; and
- 1.1.6.5 Transition planning.
- 1.1.7 Consultant shall collaborate with other providers as needed for the children, youth, and/or non-minor dependent(s) to assist in the transition to other services as appropriate;
- 1.1.8 Consultant shall facilitate and participate in CFT meetings as mandated within Continuum of Care Reform (CCR) implementation standards as well as all applicable All County Letters (ACLs) for Child Welfare;
 - 1.1.8.1 Consultant shall implement and maintain a tracking system to ensure compliance with regulations and use a tracking system to report this information in the mid-year and year-end reports.
- 1.1.9 Either at the beginning or prior to the start of each CFT, Consultant shall structure the meeting through explaining the purpose of the CFT and developing an agenda with the CFT team to reflect the voice of the child, youth, and/or non-minor dependent(s) and their families;
- 1.1.10 Consultant shall ensure that CFT meetings include discussion about the child's, youth's, and/or non-minor dependent(s) goals as well as the parent's/guardian's goals;
- 1.1.11 Consultant shall facilitate discussion of the Child and Adolescent Needs and Strengths (CANS) tool at the CFT meeting as appropriate and participate in the CANS Oversight Committee;
- 1.1.12 Consultant shall hire, train and retain experienced and competent staff, skilled in CFT facilitation and trained on utilizing the CANS tool;
- 1.1.13 Consultant shall provide results of internal surveys on annual report; and
- 1.1.14 Consultant shall ensure CFT meetings for Family Maintenance and all other CFT meetings are tracked separately, reported out in outcomes separately and billed separately.

1.2 CSA Child Welfare and Family Team meeting services:

- 1.2.1 Consultant shall schedule, arrange, coordinate and facilitate CFT meetings (initial and subsequent) in person, to the following target populations under CCR throughout the state of California (phone or another approved medium for out of County placements may be allowed) as follows:
 - 1.2.1.1 Family, child and/or youth entering the Foster Care Child Welfare system as a dependent, the CFT meeting must be scheduled and held within sixty (60) days from the date of detention;

- 1.2.1.2 For transfer-in cases, a CFT meeting must be held within sixty (60) days of the Transfer-in-Hearing;
- 1.2.1.3 Consultant shall schedule the CFT meeting within ten (10) business days to occur within thirty (30) calendar days of the receipt of the referral for the initial CFT;
- 1.2.1.4 At a minimum, all children, youth and non-minor dependents in foster care are required to have a CFT meeting at least once every six (6) months and as needed, unless the child, youth, and/or non-minor dependent is a subclass member under Katie A;
 - 1.2.1.4.1 Katie A. subclass members are required to have a CFT meeting every three (3) months and as needed.
- 1.2.1.5 Due to emergencies, some CFT meetings need to be expedited. An expedited CFT meeting shall occur within five (5) business days of the request; and
- 1.2.1.6 In arranging CFT meetings, Consultant is expected to provide at least two (2) rooms to hold CFTs. Consultant shall work with Child Welfare and Probation to locate additional appropriate places for CFTs to be held.

- 1.2.2 Family Maintenance: family, child, youth, and/or non-minor dependents entering Family Maintenance, the CFT meeting must be scheduled as follows:
 - 1.2.2.1 Held within sixty (60) days from the date the case is open to the Family Maintenance program;
 - 1.2.2.2 Schedule the CFT meeting within ten (10) business days to occur within thirty (30) calendar days of the receipt of the referral for the initial CFT;
 - 1.2.2.3 At a minimum, all children, youth, and/or non-minor dependents in Family Maintenance are required to have a CFT meeting at least once every six (6) months and as needed, unless the child, youth, and/or non-minor dependent is a subclass member under Katie A; and
 - 1.2.2.3.1 Katie A. subclass members are required to have a CFT meeting every three (3) months and as needed.
 - 1.2.2.4 Due to emergencies, some CFT meetings need to be expedited. An expedited CFT meeting shall occur within five (5) business days of the request.
- 1.2.3 Upon receipt of the CFT meeting referral form from County Social Workers, Consultant shall contact the family, child, youth, and/or non-minor dependent(s) and participants mandated and those invited by the family, child, youth, and/or non-minor dependent(s) to schedule and/or reschedule the CFT meeting(s);
- 1.2.4 Consultant shall facilitate the CFT meeting(s) following the facilitation guidelines and procedures, and have CFT meeting(s) focus areas on the following:
 - 1.2.4.1 Service needs and case plans:

- 1.2.4.1.1 Discussion on strengths, areas of growth, needs and barriers for child, youth, and/or non-minor dependents and parents or guardians to inform case planning;
- 1.2.4.1.2 Child, youth, and/or non-minor dependents and parents or guardians voice of solutions to areas of growth and addressing barriers;
- 1.2.4.1.3 Routinely measure and evaluate goal progress and emerging needs; and
- 1.2.4.1.4 Utilize the CANS tool to engage the CFT team to address strengths, needs and service planning.

- 1.2.4.2 Placement: safety issues, child, youth, and/or non-minor dependent needs, support, best option for placement, out-of-county placement needs, progress or issues at current placement, level of care needs, stepping down from higher level of placement, preserve placement, etc.;
- 1.2.4.3 Presumptive Transfer: for consideration of out-of-county placement, a CFT meeting shall occur or consultation with CFT members prior to placement and the Consultant shall document the CFT meeting or consultation;
- 1.2.4.4 Non-Minor Dependents (NMD): NMD have the right to choose to participate and also may choose to participate via phone or another approved medium. Engagement is key for this population. Placement stability finding housing, education (GED, college), job searching, and maintaining are key topics for these CFT meetings;
- 1.2.4.5 Work toward and support NMDs to be able to facilitate their own CFT with Consultant support;
- 1.2.4.6 Family Reunification (FR): Concurrent Plan, permanent connections, status of reunification, placement stability, case planning, and removing barriers;
- 1.2.4.7 Family Maintenance (FM): Family support system, backup plan, future goals, transitions from voluntary placement, case planning, safety planning, and reduction of reoccurrence of maltreatment;
- 1.2.4.8 Permanent Placement (PP): To determine a permanent plan of return to home, **OR** adoption, **OR** Customary Tribal Adoption (in case of an American Indian Child), **OR** legal guardianship, **OR** placement with a fit and willing relative, **OR** Another Planned Living Arrangement (APLA): for sixteen (16) years of age and over;
- 1.2.4.9 Education for all programs: School of origin, transportation, special education needs, etc.; and
- 1.2.4.10 Behavior for all programs: Placement stability, mental health services for youth, etc.

1.3 Probation Child and Family Team Meeting Services:

- 1.3.1 Consultant shall schedule, arrange, coordinate and facilitate all CFT meetings (initial and subsequent) to the following target populations under CCR:
 - 1.3.1.1 For youth in out-of-home placement, a CFT meeting must occur within sixty (60) days of the initial placement, and no less than every six (6) months thereafter unless the child, youth, and/or non-minor dependent is a subclass member under Katie A.
 - 1.3.1.1.1 Katie A. subclass members are required to have a CFT meeting every three (3) months and as needed.
 - 1.3.1.2 Consultant shall schedule the CFT meeting within (10) business days of the receipt of the referral.
- 1.3.2 For consideration of out-of-county placement (Presumptive Transfer), a CFT meeting shall occur or consultation with CFT members prior to placement and the Consultant shall document the CFT meeting or consultation.
- 1.3.3 For those probation cases where placement into foster care or a Short-Term Residential Therapeutic Program (STRTP) is being recommended as part of the disposition, a CFT meeting shall occur in coordination with the Probation Department's Resource Review Board prior to the dispositional hearing, if possible.

1.4 Program Services and Requirements:

- 1.4.1 Consultant shall ensure that covered services are sufficient in amount, duration and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- 1.4.2 Consultant shall not arbitrarily deny or reduce the amount, duration or scope of a required service solely because of diagnosis, type of illness or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205 and 1830.210.
- 1.4.3 Consultant shall make covered services available in accordance with Title 9 CCR, section 1810.345 and with Section 1810.545 with respect to timeliness of routine services.
- 1.4.4 Consultant shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services from Consultant.
- 1.4.5 Consultant shall ensure that ninety percent (90%) of the initial CFT meetings are scheduled within the timeframes outlined above of a maximum of thirty (30) calendar days for initial Child Welfare referrals, and a maximum of ten (10) business days from receipt of referral for Probation. If scheduled beyond these timeframes, Consultant shall provide documentation for the cause of delay.
- 1.4.6 Consultant shall ensure that ninety percent (90%) of the ongoing CFT meetings are scheduled according to the CCR timeline mandates. If the minimum meeting

frequency mandates are not met, Consultant shall provide documentation for the cause of delay.

- 1.4.7 Consultant shall ensure there is coordinated planning for seamless transitions and shall provide data to respective agencies regarding CFT meetings in which transition planning occurs.
 - 1.4.7.1 Transitions include, but are not limited to, the following: placement in a new Short-Term Residential Therapeutic Program (STRTP), change of Social Worker or Intensive Care Coordination (ICC) Care Coordinator, change of therapist or physician, placement in a different county, change in resource family placement, and other changes in care responsibility; and
 - 1.4.7.2 This data shall be provided on a County approved format on a monthly basis.
- 1.4.8 Eighty percent (80%) of the child, youth, and/or non-minor dependents shall respond that their voice was listened to and valued in the CFT meetings as evidenced by a six (6) or greater, out of ten (10), value on a Participation Scale question of the CFT Service Plan.

2. STAFF, OFFICE SPACE, SUPPLIES EQUIPMENT, ETC.:

- 2.1 Any Consultant who has staff that have a workstation located at the County of Stanislaus Community Services Agency (CSA) Hackett Road site or any CSA outstation and/or have access to CSA's data systems online or through remote access shall acknowledge, sign and be subject to all CSA Human Resources' policies and guidelines including, but not limited to Community Services Agency Information Technology Security Policy and a Federal Bureau of Investigation (FBI) and Department of Justice (DOJ) fingerprint clearance processed through County. They will also be required to pass a criminal background clearance and meet California Law Enforcement Telecommunications System (CLETS) requirements.
 - 2.1.1 If at any time a Consultants' employee transfers out from the building or is terminated, the CSA Program Manager IV shall be notified within twenty-four (24) hours of the event and badges should be turned in to CSA Human Resources department.
 - 2.1.2 All Consultants' staff shall follow the following security hours when utilizing the premises Monday through Friday. Security guards shall enter site Monday through Friday at 7:30 A.M. and disarm the alarm system. All client services shall begin at 8:00 A.M. and end by 5:00 P.M. Consultant will be notified of any changes to the business hours or follow, as needed, the department building access entry protocols if different than above.
 - 2.1.3 Consultant shall adhere to County's safety policies for evacuations, safety reporting and building security.
- 2.2 County shall provide office space and VOIP phones as necessary for Consultant to provide services.
- 2.3 Consultant agrees to arrange for electronic devices such as, but not limited to, cell phones or tablets for individuals providing the services in the Scope of Work within this Agreement.

3. SUBCONTRACT AGREEMENTS:

- 3.1 Subcontracting this Agreement shall only be authorized with express written consent of County pursuant to Section 12 of this Agreement.
- 3.2 Consultant shall provide a copy of the separate subcontracted service agreement for review and approval to csa-contracts@stancounty.com and to County Program Manager thirty (30) days prior to the execution of the agreement. All subcontracted activities shall be pre-approved and agreed upon by County and Consultant prior to any services being subcontracted.
 - 3.2.1 The separate subcontracted service agreement shall include the Terms and Conditions as set forth by the County in this Agreement.

4. REPORTS:

- 4.1 Consultant shall provide the following information to CSA Program Manager via email no later than thirty (30) days after the end of each service month using County approved format:
 - 4.1.1 Consultant shall track the reason each CFT meeting was initiated and provide a summary to respective agencies;
 - 4.1.2 Consultant shall track and report the number of declined CFT meetings and the reason the individual declined;
 - 4.1.3 Consultant shall provide data regarding the number of CFT meetings facilitated, timeliness of the initial and ongoing CFT meetings, and the frequency of the ongoing CFT meetings; and
 - 4.1.4 Consultant shall provide outcomes of CFTs that have been canceled and include the following information: client name, assigned Social Worker, date canceled for each primary agency (CSA or Probation), and the person/agency who requested to cancel the meeting.

5. MONITORING:

Consultant shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards § 200.329, Monitoring and reporting program performance).

6. COMPENSATION:

Consultant shall be compensated for the services provided under this Agreement as follows:

6.1 Costs:

- 6.1.1 The maximum amount of this Agreement for the period July 1, 2024, through June 30, 2025, shall not exceed \$1,122,237.

	CSA	Probation	Total
Allocation	\$1,103,277	\$18,960	\$1,122,237

6.1.2 This is a fixed rate, per unit of service Agreement. The costs attendant to the provision of services are described in EXHIBIT C, which is hereby incorporated by reference and made a part hereof.

6.1.3 Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

6.2 Consultant shall make no charge to the recipient and shall collect no share of cost.

6.3 Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement only include allowable costs, both indirect and direct, relative to the services in this Agreement.

6.4 Consultant agrees to sign and comply with the Assurance of Compliance Form.

6.5 Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 75, Administration of Grants.

6.6 County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds.

6.7 Invoices:

6.7.1 Fixed rate invoices shall include the following:

- Aspiranet & Probation Dept., Child and Family Team Meeting Services;
- Type of service;
- Date of service;
- Number of units of service billed;
- Service rate;
- Child, youth, and/or non-minor dependent's name;
- Identify if the service is for CSA Family Maintenance, CSA non-family Maintenance or Probation; and
- Total due.

6.7.2 For the services provided in the months of July 2024 through April 2025, Consultant shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for the service months of May and June 2025 are as follows:**

Invoices due dates and instructions for the service months of May and June will be emailed to Consultant in the month of April 2025.

Invoice requirements are subject to change and the Consultant shall be notified in writing.

6.7.3 Invoices shall be submitted to:

County of Stanislaus
Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042

Or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

6.7.4 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- County Accounts Payable staff shall notify Consultant to obtain necessary additional documentation or clarification.
- Consultant shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- Consultant may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

6.8 Payments:

- 6.8.1 If the conditions set forth in this Agreement are met, County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices).
- 6.8.2 In the event invoices are not received in the timeframes set forth in this Agreement, at the discretion of County's Community Services Agency Director or her/his designee, the Community Services Agency shall have the right to deny payment of any invoices received.
- 6.8.3 County retains the right to withhold payment on disputed claims.
- 6.8.4 Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report.

EXHIBIT B

Insurance Requirements for Professional Services

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant'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 **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – By initialing, I certify Consultant's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

N/A Exempt from WC – By initialing, I certify Consultants is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Vernon Brown Date: Jun 18, 2024

Signature: Vernon Brown Vernon Brown (Jun 18, 2024 10:46 PDT) Date: Jun 18, 2024

Consultant Name: Aspiranet

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt Derick Holt (Jun 25, 2024 10:58 PDT) Date: Jun 25, 2024

**UNIT OF SERVICE TABLE
FOR
CHILD AND FAMILY TEAM MEETING SERVICES
JULY 1, 2024 THROUGH JUNE 30, 2025**

The maximum amount of this Agreement for the period July 1, 2024, through June 30, 2025, shall not exceed \$1,122,237.

This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) CFT Meeting.

<u>Description</u>	<u>Rate</u>
• Schedule, arrange, coordinate and facilitate CFT Meetings	\$547.00 per CFT Meeting

	CSA	Probation	Total
Allocation	\$1,103,277	\$18,960	1,122,237

**FIRST AMENDMENT TO
STANISLAUS COUNTY
LEGAL SERVICES AGREEMENT
WITH BURKE, WILLIAMS, & SORRENSEN, LLP**

This First Amendment to the Stanislaus County Legal Services Agreement with Burke, Williams, & Sorensen, LLP (Attorney or Attorneys) for ("First Amendment") is entered into as of November 12, 2024 ("Amendment Effective Date"), by and between the County of Stanislaus ("County") and Burke, Williams, & Sorensen, LLP ("Attorney"). County and Attorney shall be referred to collectively herein as "Parties," and individually as a "Party."

RECITALS

WHEREAS, the Parties entered into that certain Legal Services Agreement dated January 25, 2022 ("Agreement") relating to representing County as special counsel providing advice on various legal issues arising from the County's public works construction projects and the County's other work within its General Services Agency – Capital Facilities division.

WHEREAS, the term of the Agreement expires on December 31, 2024;

WHEREAS, the Parties desire to reduce the single fiscal year not to exceed amount for years 4 & 5 and extend the term of the Agreement;

WHEREAS, Paragraph 17 of the Agreement provides that any amendment to the Agreement shall be effective only if in a writing signed by authorized representatives of the Parties.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENTS

1. Paragraph 2.3 Consideration of the Agreement shall be deleted and replaced with the following:

2.3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided during the first three (3) years of the Agreement shall not exceed \$300,000 per year, and the maximum amount to be paid by the County for services provided during year four (4) and five (5) of the Agreement shall not exceed \$200,000. The cumulative total do not exceed amount for five (5) years is \$1,300,000. The total contract amount subject to the maximum annual limit shall include, without limitation, the cost of subcontractors, consultants, experts or investigators retained pursuant to Paragraph 1.3 of the Agreement.

2. Paragraph 3.1 Term of the Agreement shall be deleted and replaced with the following:

3.1. The term of this Agreement shall be from January 25, 2022, until December 31, 2026.

3. Except as otherwise amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SECTION 2. AUTHORITY

Each Party represents to the other Party that this First Amendment has been executed in compliance with the requirements of Paragraph 17 of the Agreement.

SECTION 3. GENERAL PROVISIONS

1. Capitalized terms used but not defined in this First Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this First Amendment, the provision of this First Amendment shall control. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: Andy Johnson (Nov 12, 2024 16:30 PST)

Andrew Johnson
GSA Director / Purchasing Agent

"County"

BURKE, WILLIAMS, & SORENSEN, LLP

By: John J. Welsh

John J. Welsh
Managing Partner

"Attorney"

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: Thomas Boze (Oct 28, 2024 10:03 PDT)

Thomas E. Boze
County Counsel

EXHIBIT B

Insurance Requirements for Professional Services

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the required insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The County, Its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Consultant'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 Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, Its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, Its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant 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 County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: John Welsh Date: 12/9/21

Signature: John Welsh Date:

Vendor Name: Burke, Williams & Sorensen, LLP

For CEO-Risk Management Division use only

Exception: Not Applicable

Approved by CEO for Risk Management: Karen L. Karp Date: 8/18/2021

**FIRST AMENDMENT TO
STANISLAUS COUNTY
LEGAL SERVICES AGREEMENT
WITH REIN & REIN**

This First Amendment to the Stanislaus County Legal Services Agreement with Rein & Rein, A Professional Law Corporation ("First Amendment") is entered into as of November 12, 2024 ("Amendment Effective Date"), by and between the County of Stanislaus ("County") and Rein & Rein, A Professional Law Corporation ("Attorney"). County and Attorney shall be referred to collectively herein as "Parties," and individually as a "Party."

RECITALS

WHEREAS, the Parties entered into that certain Legal Services Agreement dated January 25, 2022 ("Agreement") relating to representing County as special counsel providing advice on various legal issues arising from the County's public works construction projects, the County's other work within its General Services Agency and other County departments.

WHEREAS, the term of the Agreement expires on December 31, 2024.

WHEREAS, the Parties desire to extend the term of the Agreement.

WHEREAS, Paragraph 17 of the Agreement provides that any amendment to the Agreement shall be effective only if in a writing signed by authorized representatives of the Parties.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENT

1. Paragraph 3.1 of the Agreement (Term) shall be deleted and replaced with the following:
 - 3.1. The term of this Agreement shall be from January 25, 2022, until December 31, 2026.
2. Except as otherwise amended by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

SECTION 2. AUTHORITY

Each Party represents to the other Party that this First Amendment has been executed in compliance with the requirements of Paragraph 17 of the Agreement.

SECTION 3. GENERAL PROVISIONS

1. Capitalized terms used but not defined in this First Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this First Amendment, the provision of this First Amendment shall control. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: *Andy Johnson* (Nov 12, 2024 16:45 PST)

Andrew Johnson
GSA Director / Purchasing Agent

"County"

REIN & REIN, A PROFESSIONAL CORPORATION

DocuSigned by:

Terry Rein

A955C79E2EA941C...

By: *Terry Rein*
Terry Rein
Attorney

"Attorney"

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: *Thomas E. Boze* (Oct 28, 2024 10:44 PDT)

Thomas E. Boze
County Counsel

EXHIBIT B

Insurance Requirements for Professional Services

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant'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 **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

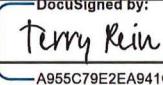
The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Exempt from Auto – By initialing, I certify Consultant's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

Exempt from WC – By initialing, I certify Consultants is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Teresa Rein Date: 10/21/2024
Signature:  DocuSigned by:
Terry Rein Date:
A955C79E2EA941C... Rein & Rein
Consultant Name: _____

For CEO-Risk Management Division use only

Exception: _____
Approved by CEO for Risk Management: Derick Holt Date: 10/22/2024

**SECOND AMENDMENT TO AGREEMENT FOR
INDEPENDENT CONTRACTOR SERVICES**

This Second Amendment to the Agreement for Independent Contractor Services ("Second Amendment") is entered into on _____ by and between the County of Stanislaus ("County") and NextGen Alpha Upsifting, Inc., a California corporation ("Contractor") is made and entered into on _____.

WHEREAS, the County and Contractor entered into an Agreement for Independent Contractor Services dated November 17, 2022 ("Original Agreement");

WHEREAS, the County and Contractor entered into Amendment No. 1 to the Agreement for Independent Contractor Services on March 28, 2023 (First Amendment). (The Original Agreement and First Amendment are collectively referred to as the "Agreement").

WHEREAS, the term of the Agreement is from November 1, 2022 to October 31, 2025 unless sooner terminated as provided in the Agreement;

WHEREAS, Paragraph 17 of the Original Agreement provides that the Agreement may be amended, modified, changed, added, or subtracted from by mutual consent of both parties; and

WHEREAS, due to the volume of services required by the County under the Agreement, the County desires to increase the not-to-exceed limit of the Agreement from NINE HUNDRED THOUSAND DOLLARS (\$900,000) to ONE MILLION SIX HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,650,000), and Contractor has agreed to perform the additional services.

NOW THEREFORE, the County and Contractor agree as follows:

1. Exhibit A, Paragraph B(2) of the Original Agreement shall be amended as follows: "The maximum amount to be paid by the County for services provided under the Agreement shall not exceed ONE MILLION SIX HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,650,000) including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement."

2. This Second Amendment may be executed in counterpart. A signed copy of this Second Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Second Amendment or such other ancillary agreement for all purposes.

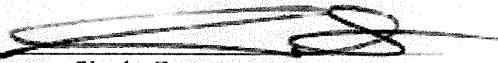
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Second Amendment on the day and year first hereinabove written.

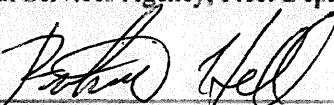
COUNTY OF STANISLAUS

By: Andrew Johnson,
GSA Director/Purchasing Agent
"County"

NEXTGEN ALPHA UPPFITTING, INC.

By: 
Sumeet Singh, Owner
"Contractor"

APPROVED AS TO CONTENT:
General Services Agency, Fleet Department

By: 
Richard Hull, Fleet Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: 
Thomas Boze (Sep 23, 2013 15:35 PDT)
Thomas E. Boze, County Counsel

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Automated License Plate Reader System

Reference is MADE TO THE Memorandum of Understanding (Agreement) for Automated License Plate Reader System effective February 28, 2023 by and between the Stanislaus County Sheriff's Office (County) and the City of Turlock (City), as amended.

WHEREAS, the County and the City wish to increase the compensation of this Agreement due to jurisdictional taxes not included on the quote and the addition of a traffic flow survey.

WHEREAS, Section 3f. of the agreement provides that the parties may modify the agreement by mutual consent in written form.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section A. COMPENSATION of Exhibit A in the Agreement is amended to read as follows:

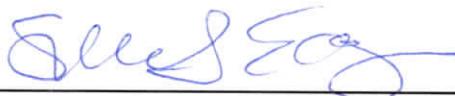
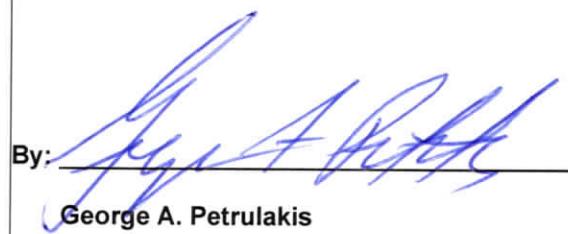
The City shall pay for services under this Agreement as set forth in the quote attached hereto as Exhibit A and, by this reference, made part hereof and billed per fiscal year as stated below.

The estimated schedule of payments are stated below but is dependent on the system being operation on August 1, 2023 as the service costs do not begin until the system is activated.

	# of Months	One-Time Costs	Monthly Fees	Tax	Total Costs
Aug-23-Dec-23	5	\$54,077.99	\$42,845.00	\$0	\$96,922.99
Jan-24-Jun-25	18	\$36,124.25	\$159,570.36	\$6,009.15	\$201,703.76
Jul-25-Jun-26	12	\$0	\$102,828.00	\$3,552.24	\$106,380.24
Jul-26-Jun-27	12	\$0	\$102,828.00	\$3,552.24	\$106,380.24
Jul-27-Jun-28	12	\$0	\$102,828.00	\$3,552.24	\$106,380.24
Jul-28	1	\$0	\$8,569.00	\$3552.24	\$8,865.02
	60	\$ 90,202.24	\$ 530,421.10	\$ 6,009.15	\$ 626,632.49

2. All other terms and conditions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the parties of their duly authorized representatives have executed this First Amendment as of this _____.

STANISLAUS COUNTY SHERIFF	CITY OF TURLOCK
By: _____ Jeff Dirkse Sheriff-Coroner	By:  Reagan Wilson Sarah Eddy Deputy City Manager
APPROVED AS TO FORM: Thomas E. Boze, County Counsel By:  Jesus Mendoza Deputy County Counsel	APPROVED AS TO FORM: By:  George A. Petrulakis City Attorney

****COMPLETE & RETURN THIS PAGE****

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than \$250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than \$250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any County Officer in the twelve (12) months following any Board action related to this contract? YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: <u>Martha Arevalos</u> <small>Martha Arevalos (Sep 11, 2024 13:19 PDT)</small>	Date Signed: Sep 11, 2024
Print Name: Martha Arevalos	
Title: Executive Director	
Company: Catholic Charities of the Diocese of Stockton	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number: RFP 22-03-SD	RFP/Bid Title: OMBUDSMAN AND ELDER ABUSE PREVENTION

****COMPLETE & RETURN THIS PAGE****

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YES NO

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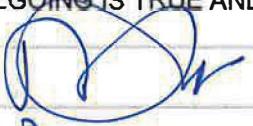
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Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	
Print Name:	Bruce Tamer
Title:	CEO
Company:	TAHER, INC.

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number: RFP 23-19-YT	RFP/Bid Title: CONGREGATE MEALS PROGRAM C-1

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THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:  DocuSigned by: John Kirk DB78206A0E0D0A49A...	Date Signed: 9/24/2024
Print Name: John Kirk	
Title: President	
Company: TRIO Community Meals, LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number: RFP 23-20-YT	RFP/Bid Title: Home Delivered Meals Program c-2

****COMPLETE & RETURN THIS PAGE****

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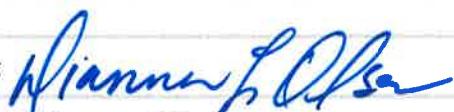
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THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:



Date Signed:

09/24/2024

Print Name: Dianna Olsen

Title: Executive Director

Company: Healthy Aging Association

For Internal Purposes Only (If Applicable)

Application Number:

Application Title:

Application Address:

Application APN:

RFP/ Bid Number: NA

RFP/Bid Title: NA - Sole Source

****COMPLETE & RETURN THIS PAGE****

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- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

____ YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any County Officer in the twelve (12) months following any Board action related to this contract? ____ YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: <u>Vernon Brown</u> <small>Vernon Brown (Oct 11, 2024 09:34 PDT)</small>	Date Signed: Oct 11, 2024
Print Name: Vernon Brown	
Title: CEO	
Company: Aspiranet	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title:

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CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than \$250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than \$250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
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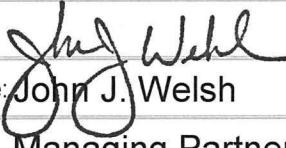
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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date Signed: 09/24/24
Print Name: John J. Welsh	
Title: Managing Partner	
Company: Burke, Williams & Sorensen, LLP	

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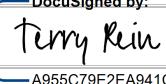
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THAT THE FOREGOING IS TRUE AND CORRECT.

DocuSigned by:	
Signature: 	Date Signed: 9/17/2024
Print Name: Teresa V. Rein	
Title: Vice President	
Company: Rein & Rein, APC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
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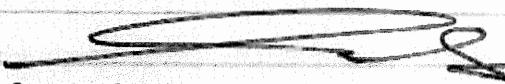
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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 

Date Signed: 9/26/24

Print Name: Sumeet Singh

Title: CEO

Company: NextGen Alpha Upfitting

For Internal Purposes Only (If Applicable)

Application Number:

Application Title:

Application Address:

Application APN:

RFP/ Bid Number:

RFP/Bid Title: