

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number 18-235-0
Fund/Org# 5605, 5654
Account # 2310
Other # W06, W01

1. Contract Identification.

Department: Employment and Human Services

Subject: Interagency Agreement between Contra Costa County Employment and Human Services Department and Agency named below for Microsoft Office Training Services.

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

Agency: Mt. Diablo Adult School (hereinafter "Agency")

Capacity: Public Agency

Address: 1266 San Carlos Avenue, Concord, CA 94518

3. Term. The effective date of this Agreement is February 15, 2010 and it terminates on February 14, 2011 unless sooner terminated as provided herein.
4. Payment Limit. Agency's total payments to County under this Agreement shall not exceed \$76,650.00.
5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.
8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A
9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: California Government Code section 26227
10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

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

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert name and title of the officer), personally appeared _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)

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

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

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(Civil Code §1189)

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COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As described in the Payment Provisions of the attached Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

Purpose

The purpose of this service plan is to set forth the respective responsibilities of Workforce Development Board of Contra Costa County (WDB) and Mt. Diablo Adult Schools (Agency) for the provision of Microsoft Office Suite Training Services to eligible dislocated workers in Contra Costa County.

Mt Diablo Adult School will coordinate the delivery of assessments and comprehensive training services at adult school locations throughout Contra Costa County.

I. Agency's Responsibilities

Agency will:

- A. Coordinate delivery of assessments and Microsoft Office Suite Training courses at Adult Schools throughout Contra Costa County. Microsoft Office Suite training courses consist of the following applications: Introduction to PC/Windows; Introduction to Word; Intermediate Word; Introduction to Excel; Intermediate Excel; Power Point and Outlook.
- B. Provide a comprehensive set of Microsoft Office Suite training courses for up to 20 students at each of the following Adult School locations.

SCHOOL	TRAINING DATES	CAPACITY (Max Enrollment)
Liberty Adult Education	2/16/2010 – 3/29/2010	20
Mount Diablo Adult Education	4/12/2010 – 5/21/2010	20
West Contra Costa Adult Education	5/24/2010 – 7/2/2010	20
Pittsburg Adult Education	7/06/2010 – 8/16/2010	20
Martinez Adult Education	9/07/2010 – 10/18/2010	20

- C. Provide a minimum of 24 hours for cancellation of any classes to students and provide information on the next rescheduled date and time of classes.
- D. Provide all equipment, tools and textbooks including the classroom and computer labs.
- E. Coordinate the following program design for each location
Up to 20 students per class, in one week modules at 20 hours/week, for a possible total of 6 weeks/120 hours of training.

II. County's Responsibilities

County will:

**INTERAGENCY AGREEMENT
SERVICE PLAN**
(Purchase of Services – Long Form)

- A. Coordinate with Contra Costa County One Stop Career Center Operator to conduct outreach and recruitment, including conducting orientations to training for dislocated workers.
- B. Coordinate any necessary meetings to clarify roles, responsibilities, participants and training needs.
- C. Coordinate periodic meetings to develop time-line, processes and/or procedures to prevent customer service or payment problems or other difficulties that may occur over the period of the contract.
- D. Collect, submit and maintain all reports as required under this agreement and the American Recovery and Reinvestment Act regulations.

III. Payment Provisions

Application	Cost for 20 hour (1 week) Course for up to 20 students	Textbook Costs	Completion Certification Assessment	Total for Module for 20 students
Introduction to PC/Windows	\$1600	\$20 *20 students = \$400	\$8 * 20 students = \$160	\$ 2,160
Introduction to Word	\$1600	\$20 *20 students = \$400	\$8 * 20 students = \$160	\$ 2,160
Intermediate Word	\$1600	\$20 *20 students = \$400	\$8 * 20 students = \$160	\$ 2,160
Introduction to Excel	\$1600	\$20 *20 students = \$400	\$8 * 20 students = \$160	\$ 2,160
Intermediate Excel	\$1600	\$20 *20 students = \$400	\$8 * 20 students = \$160	\$ 2,160
PowerPoint and Outlook	\$1600	\$32 * 20 students = \$640	\$16*20 students = \$320	\$ 2,560

Subtotal

\$13,360

**INTERAGENCY AGREEMENT
SERVICE PLAN**
(Purchase of Services – Long Form)

Service	Frequency	Cost
Placement Assessment	Prior to each 6 week session, conduct 4 two-hour MS Office Placement assessment sessions for referred clients to ensure placement in appropriate module(s)	\$ 640
Intake, Follow-up & Reporting	Throughout each 6 week session	\$ 1,080
Contract Management by Mt. Diablo Adult Education		\$ 250

Total Per 6 Week Session **\$15,330**

Total for Five 6 Week Sessions **\$76,650**

Note that the cost for the 20 hour course is not on a per student basis, but for the 20 hour course, regardless of the number of students enrolled, with a maximum of 20 students.

IV. Payment Process

- A. Agency will be reimbursed upon completion of each six weeks/120 hours training session.
- B. Agency will submit County Demand Form D-15 with supporting documentation including: names of participants, attendance roster, names of participants receiving certificates of completion. All documents shall be submitted to:

Stephen Baiter, Executive Director
Workforce Development Board
300 Ellinwood Way, 3rd Floor
Pleasant Hill, CA 94523

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

- I. The General Conditions is modified in its entirety to replace the word "Contractor" with the word "Agency."
- II. For purposes of this contract the use of the term "Agency" or "Contractor" refers to the Mt. Diablo Adult Schools, as defined in the Purpose paragraph of the Service Plan.
- III. General Conditions, paragraph 18 is deleted in its entirety and replaced with the following paragraph.

18. Mutual Indemnification

- A. Agency shall defend, indemnify and hold harmless County, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, agents, or employees.
- B. County shall defend, indemnify and hold harmless Agency, its officers, employees and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees."

Initials: _____
Contractor County

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

1. **Available Copies.** Copies of the County's Project documents and all pertinent State and Federal statutes, regulations, guidelines, bulletins, and circulars applicable to this Agreement, shall be available at all times for inspection by the Contractor during regular business hours at the Contra Costa County Employment and Human Services Department office located at 2425 Bisso Lane, Concord, CA 94520.
2. **Retained Powers.** All powers not explicitly vested in the Contractor remain in the County.
3. **Status of Contractor's Employees.** Contractor's employees shall in no way be considered employees or agents of County. Contractor is an independent contractor, and County shall neither direct nor have control over Contractor, its activities, or the methods and details by which Contractor fulfills its obligations with the Contra Costa County Employment and Human Services Department.
4. **Payment Adjustments.**
 - a. If any funds are expended by the Contractor in violation of the terms of this Agreement (including all applicable statutes, regulations, guidelines, bulletins, and circulars), County shall deduct the amount of such unauthorized expenditures from payments payable to Contractor. No such action taken by County shall entitle the Contractor to reduce program operations or services to participants. Any such reduction in expenditures may be deemed sufficient cause for termination of this Agreement. Within thirty (30) days of request by County, Contractor shall reimburse County for any payments made for expenditures that are in violation of this Agreement.
 - b. Contractor shall reimburse County fully and completely for any repayment of funds made by the County to the California Employment Development Department or U.S. Department of Labor at the request of that Department after it has been determined that such repayment is required from the County due to the unauthorized or illegal expenditures by Contractor. County's determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.
5. **Statistics, Reports, and Records.** Contractor shall keep and maintain such documents, records, and accounts as may be required by County, State or Federal statutes, regulations, guidelines, bulletins, and circulars applicable hereto. Contractor shall compile, compute, and provide to County all such statistics, program reports, and records as may be required by County. Said documents, accounts, statistics, reports, and records shall be maintained and provided in the form and manner prescribed by County.
6. **Child Labor.** No person under 18 years of age shall be employed in any occupation that the U. S. Secretary of Labor has found to be hazardous for persons between 16 and 18 years of age. Any eligible participants under 16 years of age will be employed only in accordance with the

SPECIAL CONDITIONS
Workforce Investment Act
(Purchase of Services)

limitations imposed by WIA regulations.

7. **Affirmative Action Plan.** Contractor shall comply with all applicable requirements of Executive Order No. 11246, entitle "Equal Employment Opportunity, "as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Contractor hereby certifies that it has an Affirmative Action Plan, if required by State or Federal law, which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age which specifies goals and target dates to assure the implementation of that plan. Contractor shall also comply with Affirmative Action requirements established by County and the Department of Labor.
8. **Nondiscrimination Clause (OCP-1).** During this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractor and subcontractors shall ensure that evaluation and treatment of all employees and applicants for employment are free from such discrimination and harassment.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). Applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990, California Civil Code, Section 51 et seq., as amended; California Government Code sections 11135-11139.5, as amended; 12940 (c),(h)(1), (i), and (j); Section 4450; Title 22, California Code of Regulations section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter-Ethnic Adoption Act of 1996 and other applicable federal and state laws, and their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be

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excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

Contractor HEREBY GIVES ASSURANCE THAT (he/she/it) will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Contractor hereby gives assurance that administrative methods/procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare & Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to an appropriate federal contractor for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as (he/she/it) receives federal or state assistance.

9. **Drug-Free Workplace Certification**. By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355 (a)(1).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:

(1) the dangers of drug abuse in the workplace;

Initials: _____
Contractor County Dept.

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- (2) the Contractor's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation, and employee assistance programs; and
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a) (3) that every employee who works on the Agreement will:
- (1) receive a copy of the company's drug-free policy statement; and
 - (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or Agreement termination or both, and Contractor may be ineligible for award of any future contracts if the County determines that any of the following has occurred: (1) Contractor has made false certification; or (2) Contractor violates the certification by failing to carry out the requirements as noted above.

10. **Contracts that expend a total amount of federal awards equal to or in excess of \$500,000 in any fiscal year ending after December 31, 2003** are required to provide either a single audit or a program-specific audit, in accordance with Section 184 of the WIA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75. Nonfederal entities that expend federal awards under more than one federal program must have a single audit.

11. **Reporting Child Abuse or Neglect**

Contractor shall ensure that all known instances of child abuse or neglect are reported to a Child Protective Contractor as defined in Penal Code section 11165.9. This responsibility shall include:

- a. A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code section 11165.7(a) to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
- b. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code section 11165.7(a) gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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12. Additional Assurances

- a. Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C 4601, et seq.) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- b. Contractor will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- c. For grants, subgrants, contracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413 (c) (1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319 (c)] and is listed by the Environmental Protection Contractor (EPA) or is not otherwise exempt, the grantee assures that:
 - 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
 - 2) it will notify the Regional Administrator prior to award, of the receipt of any communication from the director, Office of Federal Activities, U.S. Environmental Protection Contractor, indicating that a facility to be utilized for the grant is under consideration to be listed on EPA List of Violating Facilities; and,
 - 3) it will include substantially this assurance, including this third part, in every nonexempt subgrant, contract or subcontract.
- d. Contractor will comply with Federal Regulations (20 C.F.R. 627.315), and ensure that where WIA participants are not covered by the State's Workers' Compensation law, they shall be provided with adequate on-site medical and accident insurance.

13. Program Management Requirements. Contractor shall establish and maintain internal program management procedures for the effective administration of its Agreement program, including provision to:

- a. Monitor day-to-day operations;
- b. Periodically review the performance of the program in relation to program goals and objectives; and,
- c. Measure and evaluate the effectiveness and impact of program results in terms of

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participants, program activities, and the community.

When Contractor finds that its program operations do not equal planned performance, it shall develop and implement appropriate corrective action and seek to improve its overall program management and effectiveness.

14. **Financial Management Requirements.** Contractor shall comply with Office of Management and Budget Circular A-102 pertaining to standards for financial management systems in federally funded activities. Pursuant thereto, Contractor shall establish and maintain a financial management system providing:

- a. accurate, current, and complete disclosure of financial information pertaining to its Agreement program in accordance with County, State, or Federal reporting requirements;
- b. effective control over and accountability for all Agreement funds, property, and other assets; and,
- c. the ability to evaluate the effectiveness of program activities.

Contractor shall adequately safeguard all Agreement funds, property, and other assets and shall ensure that they are used solely for purposes authorized under this Agreement.

15. **Property Management Requirements.** Contractor shall comply with applicable requirements established by County or the U.S. Department of Health and Welfare governing the ownership, use, and disposition of WIA equipment. Contractor shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to WIA property, including WIA equipment. Contractor shall investigate and fully document any loss, damage or theft to property. Notwithstanding Paragraph 3.(a) (Retention of Records), page 1, of the General Conditions, Contractor shall retain such property records for three years after the disposition of such equipment or property.

16. **Procurement Standards.** Contractor shall comply with applicable State and local laws, rules, and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by County or the California Employment Development Department for such procurements with Agreement funds, including Office of Management and Budget Circular A-102. Pursuant thereto, Contractor shall:

- a. Maintain a code or standards of conduct governing the activities of its officers, employees, or agents involved in procurement and prohibiting the solicitation and acceptance of gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.

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- b. Conduct all procurement transactions in a manner so as to provide maximum open and free competition and prevent conflicts of interest of noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade.
- c. Make positive efforts to utilize small business and minority- owned business sources of equipment, supplies, and services and to allow these sources the maximum possible opportunity to compete for the provision of equipment, supplies, and services procured utilizing funds under this Agreement.
- d. Utilize, for procurements over \$10,000, the method of formal advertising, with adequate purchase descriptions, sealed bids, and public openings. However, procurements may be negotiated to accomplish sound procurement if it is impracticable and unfeasible to use formal advertising, as when:
 - 1) the public exigency will not permit the delay incident to advertising;
 - 2) the material or service is available from only one person, firm, or other sole source;
 - 3) the procurement involves a contract for personal or professional services or any service rendered by an educational institution; or,
 - 4) no acceptable bids have been received after formal advertising.

Nevertheless, in all cases competition shall be obtained to the maximum extent practicable. Contractor's records of such procurements shall contain justification for subcontractor selection and any use of negotiation in lieu of formal advertising, and the basis for the cost or price negotiated. Contractor will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

- 17. **Nepotism.** Contractor shall comply with the Federal restriction prohibiting nepotism (20 CFR Part 667, Section 667.200). Pursuant thereto, Contractor shall not hire any person in an administrative capacity or staff position funded under this Agreement if a member of the person's immediate family is already employed in an administrative capacity by Contractor.
- 18. **Sectarian Activities.** Contractor shall comply with the Federal restriction prohibiting sectarian activities [29 USC 1577 Section 167(a)(3)]. Participants shall not be placed in subsidized employment and/or training for the construction, operation or maintenance of that portion of any facility used or to be used for sectarian instruction or as a place for religious worship.
- 19. **Davis-Bacon Wage Rates.** Contractor shall comply with applicable regulations of the U.S.

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Department of Labor regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or any subcontractor in any construction, alteration, or repair, including painting and decorating, of projects, buildings or works which are assisted under this Agreement, in accordance with the Davis-Bacon Act, (40 U.S.C. 3141, et. seq.)

20. **Final Contract Closeout.** In the event that the services provided by Contractor under this Agreement are not purchased by County under a new contract following termination of the within Agreement, Contractor shall comply with final contract closeout procedures as follows:
- a. Contractor shall provide and submit to County, within 45 days following the termination of this Agreement, all financial, program, performance, and other reports required by County under this Agreement.
 - b. Contractor shall account for any WIA equipment/property, including supplies and materials (if any) loaned by County to Contractor under this Agreement.
 - c. This Agreement may be amended to extend the term for up to 45 days to allow Contractor to initiate a final closeout of this Agreement, prepare the above-specified reports, and submit said reports to County.
21. **WIA Participants Complaints.** Contractor shall provide a process through which WIA participants shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
22. **Refugees.** Contractor shall abide by the provisions of State Department of Social Services Manual of Policies and Procedures, Division 21, and the Welfare and Institutions Code section 1000, which prohibits discrimination against any authorized refugee recipient on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, or physical and mental condition.
23. **No Monetary Inducements.** Contractor certifies and agrees that no monetary compensation of any kind will be offered or promised to induce employers to hire WIA participants.
24. **Debarment and Suspension Certification.** By signing this Agreement, Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that Contractor or grantee will comply with regulations implementing Executive Orders 12549 Debarment and Suspension (29 CFR Part 98, Section 98.510) and 12689 Debarment and Suspension. These sections provide that the prospective participant (i.e. grantee) to the best of its knowledge and belief, that it and its principals:
- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Department or Contractor;

SPECIAL CONDITIONS
Workforce Investment Act
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- B. have not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - C. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph B of this certification;
 - D. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default;
 - E. where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
25. **Lobbying Restriction.** By signing this Agreement, Contractor hereby assures and certifies to the lobbying restrictions as set forth in 29 CFR Part 93, that:
- A. no Federal appropriated fund had been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Contractor, a Member of Congress, an officer or employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - B. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL (Exhibit 4), "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - C. the undersigned shall require that the language of this certification be included in the award documents for contract/grant transaction of over \$100,000 (per OMB) at all tiers including subcontracts, subgrants and subrecipients shall certify and disclose accordingly;
 - D. this certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or both, and the Contractor or grantee may be ineligible for award of future State grants/contracts if the Department determines that any of the following have occurred: 1) false information on the certification, or 2) violation of the terms of the certification by failing to carry out the requirements noted above.

26. **Assurance of Non-Duplicative Billing.** Contractor shall ensure that all amounts billed for services under this Agreement shall not be billed under any other contract that provides the same services to the same clients.
27. **Patent Rights.** Contractor shall comply with requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract. [29 CFR 95.36(a-d), and 95.48, Appendix A-5].

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GENERAL CONDITIONS
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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

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

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

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

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5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

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

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

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

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

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GENERAL CONDITIONS
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10. Choice of Law and Personal Jurisdiction.

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

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

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

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

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

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,

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defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

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

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

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business

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losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this

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Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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