

Housing Authority of the
County of Contra Costa

STANDARD CONTRACT
(Purchase of Non-Construction Services –
No Maintenance
over \$100,000)

Contract #
Pay Account #

Standard Form L-1
Revised 2013

Reference #

1. **Contract Identification.**

Subject: City of Pittsburg Police Services

2. **Parties.** The Housing Authority of the Housing Authority of Contra Costa, California (HACCC) and the following named Contractor mutually agree and promise as follows:

Contractor: City of Pittsburg
Capacity: Public Agency
Address: 65 Civic Avenue
Pittsburg, CA 94565

3. **Term.** The effective date of this Contract is July,1, 2021 and it terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** HACCC's total payments to Contractor under this Contract shall not exceed \$ 168,000.00.

5. **HACCC's Obligations.** HACCC shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor 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 Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Attachments.** The parties agree to comply with the terms and conditions of the following documents:

- a. Form HUD-5370-C (General Conditions for Non-Construction Contracts, Section I) (Attached hereto as Attachment A and incorporated herein).

Contra Costa Housing Authority
Standard Form L-1
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8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Health and Safety Code Section 34310, et al. and the U.S. Department of Housing and Urban Development, Title 24 Code of Federal Regulations Part 85.
10. **Signatures.** These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, CALIFORNIA

Board of Commissioners By: _____ Chairman/Designee	ATTEST: Clerk of the Board of Commissioners By: _____ Executive Director, Housing Authority of the County of Contra Costa
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CONTRACTOR

Name of business entity By _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Name of business entity By _____ (Signature of individual or officer) _____ (Print name and title B, if applicable)
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Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

SERVICE PLAN

1. Contractor's Obligations: During the term of this Agreement, Contractor will
 - a. Assign one full-time peace officer to HACCC's El Pueblo Housing Development for a one-year assignment, located in Pittsburg, California.
 - b. Require the officer to work forty (40) hours a week, work days and work times will be determined by the HACCC based on the need of property, under the supervision of Pittsburg Police Captain. No overtime costs are authorized under terms of this Agreement.
 - c. Provide law enforcement services that are intended to eliminate drug activity, violent crimes and other related unlawful acts at the HACCC El Pueblo Housing Development.
 - d. Attend all court and/or administrative hearings regarding individuals at the HACCC El Pueblo Housing Development. If the hearing is set on a date that the officer is not scheduled to work, HACCC must give prior written approval before the officer's schedule is adjusted.
 - e. Notify the HACCC of any crimes and/or problems at the HACCC El Pueblo Housing Development and provide HACCC management staff with police reports.
 - d. Attend all HACCC El Pueblo Housing Development community meetings. If the meeting is set on a date that the officer is not scheduled to work, HACCC must give prior written approval before the officer's scheduled is adjusted.
 - e. Educate the HACCC El Pueblo Housing Development residents about crime in the community and the goals of policing;
 - f. Work with HACCC El Pueblo Housing Development residents to identify and resolve crime and disorder;
 - g. Reduce the fear of crime and enhance the quality of life in HACCC El Pueblo Housing development.
 - h. Use resources within the Pittsburg Police to maximize enforcement strategies directed specifically against the use and sale of illegal drugs at HACCC El Pueblo Housing Development.
 - i. Prepare and provide HACCC with a daily log, via email or in person detailing any and all activities conducted by the officer assigned to the HACCC El Pueblo Housing Development.
 - j. Prepare and provide HACCC with a monthly program report that describes the activities conducted by the officer assigned to the HACCC El Pueblo Housing Development each month.

Initials:

Contractor HACCC

- k. Prepare and provide HACCC with quarterly statistical reports and analysis measuring increases or decreases in the number of reported incidents of crime in HACCC El Pueblo Housing Development;
 - l. Prepare and provide HACCC with a final statistical yearend report and analysis of the program that documents the extent to which incidents of reported crime has increased or decreased in the HACCC El Pueblo Housing Development.
 - m. Contractor shall, upon written notice from HACCC, reassign personnel rejected by HACCC within thirty (30) days. HACCC has the right to reject assigned personnel.
3. HACCC's Obligations: During the term of this Agreement, HACCC will:
- a. Notify Contractor of any problems within the HACCC El Pueblo Housing Development.
 - b. Notify Contractor of any court and/or administrative hearings regarding individuals at the HACCC El Pueblo Housing Development.
 - c. Notify Contractor of any HACCC El Pueblo Housing Development community meetings
4. Payment Provision:
- In consideration of the services as set forth in this Service Plan, HACCC will pay Contractor for actual costs in a sum not to exceed the Payment Limit in Section 4 of this Agreement.
- a. Service Costs: Services costs will based on actual costs to the City of Pittsburg Police Department for the services provided under this Agreement. The Housing Authority will pay the total annual cost for one Officer, including salary and benefits, at the rate not greater than \$168,000.00. The annual payment total will not exceed the Payment Limit in Section 4 of the Agreement.
 - b. Billing and Payment: Contractor will submit to the HACCC a properly documented demand for payment monthly, in the form and manner prescribed by HACCC. The payment demand shall not exceed the equivalent to one third (1/3) of the total compensation identified in Section 2 (Compensation) above. Payment shall be based on services actually rendered.

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**SPECIAL CONDITIONS
(Purchase of Services - Long Form)**

1. **Indemnification:** Paragraph 16 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

16. **Indemnification:** Contractor agrees to indemnify and hold harmless HACCC for Contractor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any persons, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of Contractor, its officers or employees in the performance of this Agreement.

HACCC agrees to indemnify and hold harmless Contractor for HACCC's share of any and all claims, costs and liability for any damage, injury or death of or any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of HACCC, its officers or employees.

2. **Insurance:** Paragraph 17 (Insurance) of the General Conditions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

17. **Insurance:** Contractor is self-insured and will immediately advise the HACCC if it ceases to be self-insured.

1. Compliance with Law. Contractor shall be subject to and 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 non-discrimination.

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 shall keep and make available for inspection and copying by authorized representatives of the HACCC, 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 HACCC.

a. Retention of Records. Contractor shall 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 shall make these records available to authorized representatives of the HACCC, 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 shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the HACCC, 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. Furthermore, 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 shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the HACCC, 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 special condition 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 shall include in all documents or written reports completed and submitted to HACCC 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 shall apply only if the payment limit under this Contract exceeds \$5,000.

5. Termination and Cancellation.

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HACCC

- a. Written Notice. This Contract may be terminated by either party, upon 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. HACCC, 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, HACCC may proceed with the work in any reasonable manner it chooses. The cost to HACCC of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to HACCC's rights to recover damages.
- c. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-HACCC 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 shall 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 developed and set forth in a written Informal Agreement between Contractor and HACCC. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the Executive Director of the HACCC for which this Contract is made or his designee.
8. Modifications and Amendments.
- a. General Amendments. This Contract may be modified or amended by a written document executed by Contractor and the HACCC, Board of Supervisors or, after Board approval, by its designee, subject to may required state or federal approval.
- b. Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the HACCC (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.
9. Disputes. Disagreements between HACCC and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the Executive Director of HACCC 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.
10. Choice of Law and Personal Jurisdiction.
- a. This Contract is made in Contra Costa. County and shall be governed and construed in accordance with the laws of the State of California.

Initials:

Contractor

HACCC

b. Any action relating to this Contract shall 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 shall be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by HACCC. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of HACCC indicating Contractors 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 there for, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the HACCC be thereby estopped 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, assignees and representatives of Contractor. Prior written consent of the HACCC 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. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate un making, or in any way attempt to use the position afforded diem by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

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 shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none should be used, in whole or in part, for religious worship or instruction.

18. Indemnification. Contractor shall defend, indemnify, save, and hold harmless HACCC and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of HACCC or its officers or employees. Contractor will reimburse HACCC for any expenditure, including reasonable attorneys' fees, HACCC may make by reason of the matters that are the subject of this indemnification, and, if requested by HACCC, will defend may claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

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. Liability Insurance. For all contracts where the total payment limit of the contract is \$100,000 or less, Contractor shall provide comprehensive liability insurance, including coverage 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 shall be endorsed to include HACCC and its officers and employees as additional insured's as to all services performed by Contractor under this agreement Said policies shall constitute primary insurance as to HACCC, 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) shall 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 above \$100,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single It coverage of \$1,000,000, and Contractor shall be required to provide HACCC with a copy of the endorsement making the HACCC an additional insured on all 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 shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the HACCC with (a) certificates) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the 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 shall provide (a) current certificates) of insurance.

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

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

effective date of notice to HACCC shall be the date of receipt by the Executive Director of HACCC for which this Contract is made.

21. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

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 HACCC under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the HACCC's population, it is not the intention of either County or Contractor that such individuals occupy the position of unintended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. Copyrights and Rights in Data. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the HACCC. If any material is subject to copyright, HACCC reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, HACCC 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. Contractor shall not in its capacity as a contractor with HACCC publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the HACCC. In its HACCC contractor capacity, Contractor shall 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 approval of the HACCC. In its HACCC contractor capacity, Contractor shall 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 HACCC. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the HACCC, or others who may be authorized by the HACCC 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 ending after December 31, 2003 from any source, Contractor shall provide to HACCC 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 ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to HACCC audit conforming to those requirements. (C) If Contractor is

funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 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 HACCC. If any such audit is required, Contractor shall provide HACCC 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. HACCC may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until HACCC receives the audit from Contractor.

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

29. Compliance with Federal Statutes

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts for construction or repair)
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded when required by Federal grant program legislation)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the Buy American Act provisions under the American Recovery Act if applicable.