



BOARD OF SUPERVISORS

RICHARD VALLE
Supervisor, District 2

January 26, 2021

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

**Subject: APPROVE FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT
WITH PETER MANCINA**

RECOMMENDATIONS:

Approve and execute the First Amendment to Procurement Contract No. 20089 with Dr. Peter Mancina (Principal: Peter Mancina; Location, Budapest, Hungary) to provide immigration policy consultation services and reporting to the Ad Hoc Committee on Immigration and Refugee Rights, extending the contract period of 4/30/20 – 12/31/20 by eight months until 8/31/21, with no change in the contract amount.

DISCUSSION/SUMMARY:

On May 12, 2020 your Board approved Procurement Contract No. 20089 with Dr. Peter Mancina to provide a report detailing the immigrant and refugee population in Alameda County, their rights under the United States and California constitutions, a review of state and federal policies, a county-level departmental analysis of policies, programs, and practices, and recommendations. Delays in accessing and relaying data to the contractor have impacted the delivery schedule for the completion of the report.

This letter requests action by your Board to approve a First Amendment to Procurement Contract No. 20089 with Dr. Peter Mancina, extending the contract by eight months to August 31, 2021 with no change in the contract amount.

SELECTION CRITERIA

On July 30, 2019 GSA-Procurement issued Sole Source No. 6044 for the term of 7/31/2019 through 12/31/2019 for the immigration policy consultation services. SLEB Waiver No. 18311 was issued by GSA-Office of Acquisition Policy (OAP) on 10/16/19 and GSA-Procurement issued Purchase Order No. BOARD 1307 to Dr. Mancina for the term of 10/18/2019 to 12/31/2019. In December 2019, due to the Committee extending the deadline for the completion of its report, GSA-Procurement issued Sole-Source No. 6316 and GSA-OAP issued SLEB Waiver No. 18578 extending the term for Purchase Order No. BOARD 1307 four months to 4/30/2020.

GSA-Procurement issued a Sole-Source Waiver No. 6605 on April 24, 2020. GSA-OAP issued SLEB Waiver No. 6735 on April 28, 2020. GSA-Procurement issued Sole-Source Waiver No. 7185 on January 22, 2021. GSA-OAP issued SLEB Waiver No. 7264 on January 26, 2021. Dr. Peter Mancina began working directly with the Ad Hoc Committee on Immigrant and Refugee Rights in July 2019 and is currently working on the Committee's report.

FINANCING:

There will be no change to net County cost as a result of approving the recommendation.

VISION 2026 GOAL:

The Ad Hoc Committee on Immigrant and Refugee Rights Report supports our shared vision of **Safe and Livable Communities** and a **Thriving and Resilient Population**.

Sincerely,



Richard Valle
Supervisor, District 2

cc: Auditor-Controller
County Administrator
County Counsel

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Peter Mancina, ("Contractor") with respect to that certain agreement entered by them on April 30, 2020 ("Agreement") pursuant to which Contractor provides Consultant services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective January 1, 2021.
2. The term of the Agreement, April 30, 2020 to December 31, 2020, is hereby extended by eight months until August 31, 2021, with no change in the contract amount.
3. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 FR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this First Amendment to agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

C-20089

4. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

PETER MANCINA

By: 
Signature

By: 
Signature

Name: Keith Carson
Keith Carson

Name: Peter Mancina
Peter Mancina

Title: President of the Board of Supervisors

Title: Researcher

Date: 1/28/2021

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By: 
K. Scott Dickey, Assistant County Counsel

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.

EXHIBIT A

DEFINITION OF SERVICES

Dr. Peter Mancina will work closely with District 2 to facilitate the development of a report of the Ad Hoc Committee on Immigrant and Refugee Rights of the Alameda County Board of Supervisors.

Overview of the Report

This report will provide a comprehensive assessment of Alameda County's status as a government that ensures equal rights, benefits, and services to all immigrants and refugees regardless of their immigration status. It will assess the degree to which Alameda County has taken steps to minimize the impact of immigration enforcement upon the county's operations and upon immigrant and refugee communities. Lastly, it will make recommendations to county officials for taking forward-looking steps to put Alameda County at the forefront of the movement of pro-immigrant and pro-refugee governments. This report's findings and suggestions will be rooted in the work of the Alameda County Immigrant and Refugee Rights Ad Hoc Committee (hereafter the Ad Hoc Committee) and the author's expertise in local immigrant integration policies.

Contents of the Report

1. Executive Summary with recommendations
2. Statements on the report by Board Members of the Ad Hoc Committee and other Participating County Leaders
3. Table of Contents
4. About the Ad Hoc Committee
5. About the Preparers of the Report:
 - A. University of Oxford Centre for Criminology
 - B. Border Criminologies,
 - C. The Author
 - D. Acknowledgements
6. Profile of the Immigrant and Refugee Community in Alameda County
7. The Rights of Undocumented Immigrants and Refugees in the United States
8. Overview of the federal attack on immigrants and refugees, 2017-2020
 - A. Maximizing Punitive Treatment of Criminal Convictions
 - B. Getting Localities Involved in Immigration Enforcement
 - C. Secure Communities
 - D. Attacking Sanctuary Cities
 - E. Attacking People Who Use Public Benefits and the "Public Charge" Rule
 - F. Immigration Detention in the U.S.
 - G. Border Control, Border Walls, and Border Closure

- H. “Zero Tolerance”, Family Separation, and Family Detention
- I. Immigration Courts
- J. Keeping Out Asylum Seekers and Refugees
- K. Transforming the Immigration System
- L. Stripping People of Protected Status, Legal Status, and Citizenship
- 9. Refugee and Immigrant Rights at the Local, County, and State Scales
 - A. Brief Overview of sanctuary and welcoming policies
 - B. Local Advocacy and Immigrant Rights Networks in California and Alameda County, including legal representation, rapid response, and ACILEP
 - C. Statewide Landscape in Immigrant and Refugee Rights
 - 1. California Policy and Law
 - a) SB54 “The California Values Act”
 - b) AB2792 “The TRUTH Act” (The Transparent Review of Unjust Transfers and Holds Act)
 - c) SB29 “Dignity Not Detention”
 - d) AB103, Attorney General Reviews of Detention Facilities
 - e) AB1343 “Ensuring Due Process for Immigrant Defendants”
 - f) SB6 “Due Process for All Act”
 - g) SB244, Restrictions for the DMV on Sharing Data with ICE
 - D. Courthouse Policies Limiting Immigration Enforcement Action
- 10. Alameda County’s Immigrant and Refugee Integration and Anti-Deportation Infrastructure, including interview material and department program / policy analysis
 - A. Behavioral Healthcare Department
 - B. Board of Supervisors
 - C. The District Attorney’s Office
 - D. Alameda Office of Education
 - E. Healthcare Services Agency
 - F. Probation Department
 - G. Public Defender (including Immigration Unit)
 - H. Public Health Department
 - I. Sheriff’s Department
 - J. Social Services Agency
- 11. Immigration Enforcement Cooperation Issues to Address in Alameda County
- 12. Policy and programmatic solutions that Alameda County does not currently implement
 - A. Programs and Policies in Other Counties in the US
 - B. Programs and Policies Implemented in Europe not yet in the U.S.
- 13. Recommendations
 - A. Community Identified Needs Voiced in Ad Hoc Committee Meetings
 - B. Recommendations from Supervisors and Department Heads
 - C. Author’s Recommendations

14. Conclusion

Total length: 70-80 pages

Report Preparation Timeline

Work Already Completed

- Review of Materials
 - Ad Hoc Committee Materials
 - Alameda County policies
 - Media review of Alameda County immigrant integration, problems, and immigration enforcement cooperation
 - Review most recent literature on immigrant integration initiatives in 2019 and 2020
- Complete Drafts of sections 1-9, and key portions of sections 10-13.
- Submitted records requests to Alameda County department heads for documents pertaining to immigrant and refugee integration and anti-deportation measures taken
- Received, filed, and analyzed responsive documents to our records request from the Probation Department, Social Services Agency, and Sheriff's Department (partial).
- Incorporated data from responsive records into the draft report in sections 10-13.
- Developed interview questions based upon analyzed responsive documents.

Work To Complete

February

- Receive, analyze, and incorporate data into the report from documents responsive to our records request from departments that consultant has yet to receive: Sheriff, District Attorney, Public Defender, Public Health, Behavioral Health, Board of Supervisors
- Develop interview questions for Department Heads and Staff based on what I find in the responsive documents

March

- Submit requests for videoconference interviews with department heads and key staff
- Conduct 10-15 interviews with department heads and key staff
- Incorporate Data from interviews into sections 10-13

April

- Complete draft 1 of full report

May

- Solicit Feedback from Key Stakeholders
- May 1: Share draft 1 with office staff and work on an initial set of edits to make draft 2
- May 15: Share draft 2 with members of the Ad Hoc Committee to obtain feedback. Group suggested editing on Google Docs.

June

- June 1: The author will make all needed changes to complete draft 3, finalize text with office staff.
- June 15: Draft 3 sent to a copy-editor.

July

- July 1: Final draft sent to graphic designer

August

- August 1: Release Report
- Author available by phone, email, videoconference (Zoom) to talk to council members, press, meetings with the community.

Budget

- Consultant fee for Peter Mancina: \$250 per hour, 200 hours: \$50,000
- Copy-editing fee (coordinated by author), 10 hours (50 pages at a pace of 5 pages per hour), \$175 per hour: \$1750
- Graphic design fee (coordinated by author in consultation with office staff), 6 hours, \$175 per hour: \$1050

Total Budget: \$52,800

EXHIBIT B
County of Alameda

Request for Insurance Waiver or Change

(To be completed by the Contracting Department)

Fax or QIC to: Risk Management Unit
Fax 272-6815 or 2-6815 / QIC 28505

Attn.: Contract Review: Sean Mullen Phone: x26045
(Sr. Risk & Insurance Analyst)

Fax Back to:	Name: <u>Chris Miley</u>	Dept.: <u>BOS D2</u>
	Phone: <u>x26676</u>	QIC: <u>20101</u> Fax: _____

Date of Request: 1/12/21 Amount of Contract: \$52,800 Term of Contract: 12/31/20 to 8/31/21

Name of Contractor: Peter Mancina

1. **What do you want to waive or change (W=waive and C=change)?**
- a) Coverage (s): General Liability _____ Auto Liability _____ Professional Liability W Workers' Comp _____
Other Required Coverages: _____
- b) Change in Limits: General Liability: From \$1,000,000 to \$ _____ per occurrence
Auto Liability: From \$1,000,000 to \$ _____ per occurrence
Professional Liability: From \$1,000,000 to \$ _____ per claim
Other Coverage Limits: _____
- c) Reason: Unable to obtain coverage due to domicile outside of United States

2. Request for Time Waiver: Coverage(s) _____ List # of days requested _____
(This allows Contractor time to bind the insurance before the Contract term begins)

3. **For Workers' Compensation Waiver, please have Contractor sign the separate Workers' Compensation Written Declaration of Compliance.**

4. **Please attach a copy of the Scope of Services.**

This Section to be completed by Risk Management

Identify Risk to County: _____
Waiver: Granted X Denied _____ Change: Granted _____ Denied _____

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information

Authorized Signature: [Signature] Date: 1/12/2021

EXHIBIT C

County of Alameda
Workers' Compensation Written Declaration of Compliance
(To be completed by the Contractor)

Amount of Contract: \$52,800 Term of Contract: 12/31/2020-8/31/2021


Name of Contractor: Dr. Peter Mancina

For Workers' Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers' Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers' Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

Signature  1/12/2021
Owner, Officer, Director, Partner or other Principal Date

PETER MANCINA Researcher
Print/Type Name Title

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor's proof of insurance.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

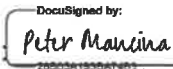
The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Peter Mancina
PRINCIPAL: Peter Mancina TITLE: Researcher
SIGNATURE:  DATE: 1/28/2021