



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

January 25, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH IMPACT JUSTICE TO FACILITATE THE PROCESS FOR THE TRANSFER OF DIVISION OF JUVENILE JUSTICE YOUTH SAFELY INTO COUNTY CUSTODY; PROCUREMENT CONTRACT NO. 21671; AMOUNT: \$349,000

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a Standard Services Agreement (Procurement Contract No. 21671) with Impact Justice (Principal: Alex Busansky; Location: Oakland) to facilitate a comprehensive planning and implementation process for the transition of Division of Juvenile Justice youth safely into the custody of the County as mandated by Senate Bill 823, for the period of 2/1/21 – 7/15/22, in the amount of \$349,000;
- B. Adopt a Resolution making findings required by the Alameda County Administrative Code section 4.10.70 that the County need not comply with the competitive procurement of sections 4.10.10 to 4.10.20, finding the public interest is not best served by complying with the competitive bid process; and
- C. Delegate authority to the Chief Probation Officer, or designee, to negotiate and execute the contract, subject to review and approval as to form by County Counsel and return an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

California Senate Bill 823 (SB823) establishes the State's Department of Youth and Community Restoration in the California Health and Human Services and transfers the responsibilities and wards of the Division of Juvenile Justice (DJJ) to it. It also establishes a Juvenile Justice Realignment Block Grant program to provide county-based care, and supervision of youth who are realigned from the DJJ or who would have otherwise been eligible for commitment to the division. By changing county responsibilities with respect to juvenile offenders, this bill imposes a state-mandated local program.

Starting in July 2021, the state will cease all transfers of youth to the state's three remaining youth prisons. This will halt the pipeline of transfers to DJJ and require youth to remain under the supervision of individual Counties. This change will allow young people to remain closer to family and community. However, it will require counties, including Alameda, to carefully determine the best way to provide supervision and essential services to youth who are high risk/high need, have committed serious crimes, and who would have otherwise received services at a locked facility. This will be a challenge for Alameda County, in particular, because out of home placements have been very low - sending only the most serious youth offenders to DJJ. Providing services and care for these youth must be the primary focus. It is critical in planning for and implementing Alameda County's transfer process that we partner with local experts who have experience working with DJJ youth and understand the complexities of the local landscape.

Impact Justice will partner with the Alameda County Department of Probation to facilitate the planning and implementation processes for the transfer of DJJ youth into the custody of the County. In terms of the process, Impact Justice will work closely with the ACPD team to facilitate goal-setting discussions and agenda development, particularly on the front end before the work plan is due to the State in April 2021. Impact Justice will then assist the Juvenile Justice Coordinating Council (JJCC) and subsequent JJCC Subcommittee as outlined in SB 823, as they collect information to inform the full work plan. Support from Impact Justice in year one may include compiling, analyzing, and presenting relevant local data; discussing promising and evidence-based practices; liaising with subject-matter experts and technical assistance providers; conducting a facilities suitability assessment, and drafting the final work plan.

SELECTION CRITERIA/PROCESS:

The ACPD is requesting your Board approval that the competitive bid process with Impact Justice be waived. Impact Justice was established in 2015 with a vision to imagine, innovate, and accept absolutely nothing about the status quo of our current justice system. As a nonprofit innovation and research center, Impact Justice is committed to fostering humane, responsive, and restorative systems of justice. They accelerate the momentum for reforms in three areas: preventing people from becoming involved in the justice system, improving conditions of confinement, and helping formerly incarcerated people successfully rejoin their communities. Their work is guided by rigorous analysis of the systems, policies, and practices in effect today and is sparked by imagination—envisioning what does not yet exist or operate at scale.

The ACPD is requesting your Board approval that the competitive bid process with Impact Justice be waived. Impact Justice is a certified Small Local Emerging Business (Certified Emerging: 16-00103; Expires: 11/30/2021).

FINANCING:

This contract will be funded by Juvenile Justice Crime Prevention Act (JJCPA) grant in the amount of \$174,500 for FY 2020-21 and \$174,500 in FY 2021-22. Funding for the contract is included in the FY 2020-21 Approved Budget and will be included in the FY 2021-22 Budget request. There is no impact on the net County cost as a result of approving the above recommendations.

VISION 2026 GOAL:

Approval of the contract for BOSS' Realignment Housing Program meets the 10X goal pathways to Crime Free County in support of our shared visions of Thriving and Resilient Populations and Safe and Livable Communities.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Officer

Ws:gt

A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES TO DEVELOP A TRANSITION PROCESS MANDATED BY SB823

RESOLUTION NUMBER R-2021 -77

WHEREAS effective July 2021, the state will cease all transfers of youth to the state's three remaining youth prisons. This will halt the pipeline of transfers to Division of Juvenile Justice (DJJ) and require youth to remain under the supervision of individual Counties, as a result of California Senate Bill 823 (SB823); and

WHEREAS, halting this pipeline is a promising and necessary change that will allow young people to remain closer to family and community, it will require counties, including the County of Alameda, to carefully determine the best way to provide supervision and essential services to youth are high risk/high need, have committed serious crimes, and who would have otherwise received services at a locked facility; and

WHEREAS, Impact Justice was established in 2015 with a vision to imagine, innovate, and accept absolutely nothing about the status quo of our current justice system, has extensive experience working with Alameda County juvenile justice systems as well as DJJ; and

WHEREAS, the Alameda County Probation Department has identified Impact Justice as capable of facilitating the planning and implementation processes for the safe transfer of DJJ youth into the custody of the County; and

WHEREAS, the County of Alameda would like to contract with Impact Justice to develop a work plan, mandated by SB823 for the safe transition of DJJ youth starting July 2021, funded by the Juvenile Justice & Crime Prevention Act (JJCPA); and

WHEREAS, the cost of the facilitation and planning services from Impact Justice will not exceed the total contract value of \$349,000; and

WHEREAS, Alameda County Administrative Code sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the support from Impact Justice is critical to Alameda County Probation Department's ability to meet the needs of returning youth, promote public safety and ensure the long-term success of these youth; and

WHEREAS, the Board has determined that Impact Justice has the required expertise to provide the supportive services required by SB823; and

WHEREAS, the Board has determined that following the County's standard bid solicitation process would not serve the public interest as it would be impracticable and would delay the implementation of SB823 mandates;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12. 010 to 4.12.020 for the solicitation of bids are hereby waived for the selection of Impact Justice.

Passed, approved, and adopted by the Board of Supervisors of the County of Alameda, State of California, on this date, February 9, 2021 by the following called vote:

AYES: Supervisors Chan, Haubert, Miley, Valle & President Carson - 5

NOES: None

EXCUSED: None




President of the Board of Supervisors,
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors
County of Alameda

Approved as to Form:

DONNA R. ZIEGLER, County Counsel

By: 

K. Joon Oh, Deputy County Counsel

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of February 25, 2021, is by and between the County of Alameda, hereinafter referred to as the "County", and Impact Justice, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Juvenile Justice realignment services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Juvenile Justice realignment services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from January 15, 2021 through February 30, 2022.

The compensation payable to Contractor hereunder shall not exceed *Three Hundred and Forty-Nine Thousand Dollars (\$349,000)* for the term of this Agreement.

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

COUNTY OF ALAMEDA

IMPACT JUSTICE

By: 
Signature

By: 
Signature

Name: Chief Wendy Still
(Printed)

Name: Maureen Vittoria
(Printed)

Title: Chief Probation Officer

Title: COO

3/1/2021

Date: 2/9/2021

Approved as to Form:

By: 
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement 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 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this 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 voluntarily 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.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Alameda County Probation Department
1111 Jackson Street, 7th Floor
Oakland, CA 94607
Attn: Sadaf Siddiq

To Contractor: IMPACT JUSTICE
2633 Telegraph Ave
Oakland, CA 94612
Attn: Maureen Vittoria

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Juvenile Justice realignment services shall not exceed \$349,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended two additional years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. DEFINITION OF SERVICES

A. Contractor shall partner with Alameda County Probation (ACPD) to facilitate the planning and implementation processes for the transfer of Department of Juvenile Justice (DJJ) youth into the custody of ACPD, meeting the requirements of this Agreement, including this Exhibit A, consisting of the following:

1. This Exhibit A has been drafted to include the requirements contained in the proposal response of Contractor (Response) and additional services that the County obtained through negotiations, if any.
2. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

A. Contractor project team will consist of the following Key Personnel, as applicable during the contract term:

Name	Title
Vendor Name: Impact Justice	
Antoinette Davis	Director, Research and Action Center
Dani Soto	Associate Director & Senior Researcher
Kathryn Stroud	Research Analyst II
Lauren McGary	Research Analyst I
Brandon Miller	Research Analyst I

1. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel without the express written agreement of the County, which agreement shall not unreasonably be withheld.

Should such an individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make good faith effort to present the County and individual with greater or equal qualifications as a replacement subject to County's Approval, which approval shall not be unreasonably withheld.

III. PROGRAM INFORMATION & REQUIREMENTS

A. Senate Bill (SB) 823 Background

Senate Bill (SB) 823 establishes a Juvenile Justice Realignment Block Grant program to provide county-based custody, care, and supervision of youth who are realigned from the Department of Juvenile Justice (DJJ) or who would have otherwise been eligible for commitment to the division. By changing county responsibilities with respect to juvenile offenders, this bill would impose a state-mandated local program. Under existing law, the jurisdiction of the juvenile court may continue until a ward attains 25 years of age, if the ward committed specified offenses. SB 823 reduced that age to 23 years, unless the ward would, in criminal court, have faced an aggregate sentence of 7 years or more, in which case the juvenile court's jurisdiction would continue until the ward attains 25 years of age.

Per SB 823 California will cease all transfers of youth to the state's three remaining youth prisons. This will halt the pipeline of transfers to DJJ and require youth to remain under the supervision of individual Counties. This is a promising and necessary change that will allow young people to remain closer to family and community. However, it will require counties to carefully determine the best way to provide supervision and essential services to youth who are high risk/high need, have committed serious crimes, and who would have otherwise received services at a locked facility.

B. SB 823 Subcommittee

SB 823 requires establishment of a subcommittee to the existing Juvenile Justice Coordinating (JJCC) Council (previously established in WIC 749.22) in order to be eligible for funding.

The composition of the subcommittee, to include: the Chief Probation Officer as chair; one representative each from the District Attorney's office, Public Defender's office, Department of Social Services, Department of Mental Health; the County Office of Education or a school district, the Court; and at minimum three additional individuals who have experience providing community based youth services, are a youth justice advocate with knowledge of the juvenile justice system, or have been directly involved in the juvenile justice system. (WIC 1995.)

The Contractor will facilitate the JJCC subcommittee meetings as required by ACPD. Tasks may include the following:

- Provide technical and facilitation assistance in the development of the SB 823 plan.
- Prepare timelines, project plans and recommended strategies to ensure on time deliverables.
- Conduct cost analyses.
- Develop logic models.

- Facilitate organizational development meetings with relevant stakeholders and community members, as applicable.
- Present finished products to ACPD management and at public meetings of policy bodies such as the Board of Supervisors and ongoing JJCC meetings.

Contractor will work closely with ACPD to facilitate goal-setting discussions and agenda development. Contractor shall provide support in compiling, analyzing, and presenting relevant local data; discussing evidence-based practices; liaising with subject-matter experts and technical assistance providers; conducting a facilities suitability assessment, and drafting the final work plan.

The Contractor shall:

1. Establish and maintain an effective working relationship with ACPD staff, liaisons and executive managers.
2. As applicable, maintain confidentiality in accordance with Criminal Offender Record Information (“CORI”), as governed by California Penal Code § 13300, and/or enter into Data Use Agreements with the City describing all required measures to ensure the confidentiality of ACPD records and other information as may be subject to privilege, insofar as is required and permitted by applicable law and accepted standards of ethical practice.
3. Attend required project status meetings with ACPD staff, as requested by ACPD.
4. Provide written status reports to ACPD, as requested by ACPD.
5. Have the ability to fulfill and complete project/job requirements and scopes remotely, as needed, and communicate remotely with ACPD staff to share project/job updates (e.g., via telephone, video-conferencing, etc.), as needed.
6. Identify, analyze, recommend, facilitate, and/or implement successful approaches and strategies to foster staff engagement and accountability, promote efficiencies, reduce risks, and identify needs in management and operational practices.
7. Identify, analyze, recommend, facilitate, and/or implement successful approaches and strategies related to community corrections.
8. Identify, analyze, recommend, facilitate, and/or implement successful approaches and strategies to develop, track, and measure performance and outcomes related to personnel, management, operational, and community corrections practices.
9. Provide summary of meetings through minutes highlighting recommendations for consideration.
10. Submit feedback on the evaluation of community engagement efforts and recommendations for sustainability/future efforts.

11. On ongoing basis strategize with ACPD and JJCC Committee and assist with future efforts.

C. Development of SB 823 Plan

SB 823 requires the JJCC subcommittee to develop a plan describing the facilities, programs, placements, services, supervision, and reentry strategy necessary to provide appropriate rehabilitation and supervision services for the newly realigned population. Contractor shall:

- A. Assist ACPD with developing a short-term SB 823 plan that includes programs, services and meets all the requirements of SB 823.
- B. Assist ACPD with developing a long-term SB 823 plan that includes programs, services and meets all the requirements of SB 823 to be submitted to the Office of Youth Community Restoration (OYCR) by January 2022.
- C. The plan to be clear and have a professional, innovative and consistent look, feel, and messaging throughout the document.
- D. Analyzing feedback from JJCC subcommittee members and using that information to identify themes and consistent concepts for consideration into the SB 823 plan.
- E. Developing and submitting working drafts of the plan to ACPD as the plan is being developed
- F. Submitting the draft plans to ACPD for review and approval prior to sharing and/or submitting the plan to JJCC stakeholders
- G. Participating in meeting and debriefing sessions with ACPD following JJCC subcommittee meetings
- H. Incorporating feedback from ACPD into the plan separate and apart from the JJCC subcommittee, as required.

IV. Reporting & Deliverables

- A. ACPD seeks to track and analyze recidivism and outcome data relative to the SB 823 population. Contractor shall Assist ACPD with tracking interpreting and analyzing recidivism and outcome data for the SB 823 population; and assist ACPD with developing recommendations for programs and services relative to the SB 823 target population.
- B. Contractor shall provide the following services:
 - Analyze historical data on juvenile clients committed to DJJ to make projections regarding the estimated population size

and program and service needs of the SB 823 population in Alameda County.

- Make recommendations for programs and services for the SB 823 population based on the most up to date and relevant peer-reviewed research, evidence-based practices, and specific needs identified for the Alameda County population.
- Track and analyze recidivism and outcome data relative to the SB 823 population using the BSCC definition of a conviction of a new felony or misdemeanor committed within three years of placement on supervision for a previous criminal conviction. Additional outcome measures include but are not limited to the following:
 1. Youth participation in and satisfaction with treatment and services,
 2. Program engagement,
 3. Service delivery,
 4. Program completion,
 5. Individual and family outcomes,
 6. Changes in youth behavior and sanctions,
 7. Changes in risk/need assessment scores, and
 8. Subsequent justice involvement (including arrest) upon program completion.

EXHIBIT B

PAYMENT TERMS

1. The County will pay the Contractor for services in accordance with the scope of work in Exhibit A and the attached Program Budget, in accordance with the conditions set forth below.
2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice with acceptable back-up documentation. Contractor shall provide additional backup documentation and other information and records as requested by the County.
3. Invoices shall be submitted, along with monthly reports by the 10th of each month (or the next business day with the 10th is on a weekend or holiday).
 - a. Invoices will be reviewed for accuracy and approval by the ACPD,
 - b. Invoices shall be submitted via email to: sasiddiq@acgov.org
 - c. Invoice is on Contractor letterhead and in the format specified by ACPD.
 - d. Invoice is the original copy with an original signature and date.
 - e. A color copy pdf sent via email is acceptable.
 - f. Services have been provided during the term of the contract.
 - g. The service type provided, units, rates are consistent with, and comply with, the terms of the contract.
 - h. The amounts on the invoice are mathematically correct.
 - i. The cumulative payments do not exceed the contract maximum (in total or by a category).
4. Total payment under the terms of this Agreement will not exceed the total amount of \$349,000. This cost includes all taxes and all other charges.
5. Approved Budget:

Impact Justice \$349,000		Budget Alameda County Eval					Total
		2021		2022			
Expenses							
Personnel							
IJ Staff		% FTE	Amount	% FTE	Amount	Amount	
		127%	\$ 110,783	89%	\$ 78,634	\$ 189,418	
	Benefit/Fringe Level-->	29%	\$ 32,127		\$ 22,804	\$ 54,931	
	Total Personnel		\$ 142,911		\$ 101,438	\$ 244,349	
Other Costs							
		#Units		#Units			
Mileage, Alameda County round trip	\$ 80	30	\$ 2,400	24	\$ 1,920	\$ 4,320	
Consultant - Biweekly meeting facilitation	\$ 150	25	\$ 3,750	24	\$ 3,600	\$ 7,350	
Graphics/ Editing Contractor	\$ 2,500		\$ 2,500			\$ 2,500	
	Total Direct Costs		\$ 151,561		\$ 106,958	\$ 258,519	
	Indirect Cost-->	35%	\$ 53,046		\$ 37,435	\$ 90,482	
Total Project Cost			\$ 204,607		\$ 144,393	\$ 349,000	

6. No Supplanting of Funds: Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. <p>CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>
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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: Impact Justice
Maureen Vittoria

PRINCIPAL: _____ TITLE: COO

SIGNATURE:  DATE: 2/9/2021

EXHIBIT E

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Impact Justice

PRINCIPAL: Maureen Vittoria TITLE: COO

SIGNATURE:  DATE: 2/9/2021