

BOARD OF SUPERVISORS

April 28, 2020

RICHARD VALLE
 President
 Board of Supervisors

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

Dear Board Members:

Subject: APPROVE STANDARD SERVICES AGREEMENT WITH PETER MANCINA**RECOMMENDATIONS:**

Approve a Standard Services Agreement (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, for the term of 4/30/20 – 12/31/20, increasing Purchase Order No. BOARD 1307 from \$22,100 to an amount not-to-exceed \$52,800 (\$30,700 increase).

DISCUSSION/SUMMARY:

In 2016, the Alameda County Board of Supervisors established an Ad Hoc Committee on Immigration and Refugee Rights (Committee) to work on ways in which Alameda County can support its immigrant and refugee communities. The Committee was tasked with assessing Alameda County's current infrastructure and services available to the immigrant and refugee community, as well as to listen to Alameda County's residents as to how these can be strengthened or built, and lastly, to make recommendations to the Board of Supervisors.

Over the last three years, the Committee has engaged the County's departments and community organizations serving the immigrant and refugee communities in a series of meetings and conversations. The Committee has held community meetings throughout the County regarding these issues and is now ready to complete a report on this work and its findings.

Dr. Peter Mancina is a Research Associate in Border Criminologies at the Centre for Criminology at the University of Oxford. His work has examined the history, development, and implementation of sanctuary policies at the city, county, and state level, with a particular expertise on the creation and implementation of sanctuary policies in San Francisco, California. In 2017 he completed a report on the impact and implementation of the California Values Act, (SB 54). This is the only report to examine in depth the impact of this new law. He obtained his Ph.D. from Vanderbilt University and is the author of various publications examining the topic of immigration.

To conclude its work and provide a report for county policy makers, departments, and local community, state, and national stakeholders the Committee will produce 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. Dr. Mancina has worked closely with the District 2 and District 3 offices, as well as other stakeholders to facilitate the completion of this report. Since the Committee last convened in 2018, there is a need to update the scope of the report to capture County department's activities, policies, protocols, and other public materials to supplement the information already compiled by the Committee.

This letter requests authorization by your Board to approve a Standard Services Agreement (Procurement Contract No. 20089) for the term of 4/30/20 through 12/31/20 and an increase to Purchase Order No. BOARD 1307 from \$22,100 to an amount not-to-exceed \$52,800 (\$30,700 increase).

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. 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:

Funding for this contract is available in the District Two Fiscal Year 2020 Discretionary Services and Supplies budget. 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

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of April 30, 2020, is by and between the County of Alameda, hereinafter referred to as the "County," and Dr. Peter Mancina, hereinafter referred to as the "Contractor."

WITNESSETH

Whereas, County desires to obtain Consultation services which are more fully described in Exhibit A hereto, which includes a proposed report design developed by Contractor; 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 Consultation 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-scope of work
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from April 30, 2020 through December 31, 2020.

The compensation payable to Contractor hereunder shall not exceed *(fifty-two thousand eight hundred dollars)* (\$52,800) 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

Dr. PETER MANCINA

By: 
Signature

By: 
Signature

Name: Richard Valle
Richard Valle

Name: Peter Mancina
Peter Mancina

Title: President of the Board of Supervisors

Title: Researcher

Date: 5/1/2020

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 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 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.
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
Board of Supervisors
Attn: District 2
1221 Oak Street, Suite 536
Oakland, CA 94612

To Contractor: Dr. Peter Mancina
Rhédey utca 3, 3/1
Budapest, Hungary 1026

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 Consultation Services shall not exceed \$52,800 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**
Contractor has been approved by County to participate in contract without SLEB participation via SLEB Waiver #6735. **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 for an additional year 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

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: 40-50 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
- Complete Drafts of sections 1-9, and key portions of sections 10-13.

May

- Submit records requests to Alameda County department heads for documents pertaining to immigrant and refugee integration and anti-deportation measures taken
- Submit requests for videoconference interviews with department heads and key staff
- Conduct 10-15 interviews with department heads and key staff
- Continue drafting report

June

- Receive, file, and analyze responsive documents to our records request
- Incorporate data from records and interviews into the draft report in sections 10-13.
- Complete draft of full report

July

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

August

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

September

- September 1: Final draft sent to graphic designer

October

- 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

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the Office of Supervisor Richard Valle.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$52,800. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C INSURANCE REQUIREMENTS

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:

(Sr. Risk & Insurance Analyst)

Phone: _____

Fax Back to:	Name: <u>Chris Miley</u>	Dept.: <u>BOS Div 2</u>
	Phone: <u>226676</u>	QIC: <u>20101</u>
		Fax: _____

Date of Request: 4/23/20 Amount of Contract: 452,400 Term of Contract: 4/30/20 - 12/31/20
Name of Contractor: Peter Manning

1. What do you want to waive or change (W-waive and C-change)?

a) Coverage (s): General Liability W Auto Liability W Professional Liability C Workers' Comp W
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: Academic Researcher does not carry coverage

2. Request for Time Waiver: Coverage(s) PROFESSIONAL LIABILITY List # of days requested 30 SM
(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 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: 4/27/2020

EXHIBIT D

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

Amount of Contract: \$52,800 Term of Contract: 4/30/2020-12/31/2020


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		4/23/2020
	Owner, Officer, Director, Partner or other Principal	Date
	<u>PETER MANCINA</u>	<u>Researcher</u>
	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 E

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.**

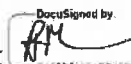
If there are any exceptions to this certification, insert the exceptions in the following space.

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: 5/1/2020

110-23

Procurement Contract No. 20089

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Dr. Peter Mancina DEPT #: 100200

TITLE/SERVICE: Ad Hoc Committee on Immigrant and Refugee Rights Report Consultation Services

DEPT. CONTACT: Christopher Miley PHONE: (510) 272-6692

- | I. INFORMATION ABOUT THE CONTRACTOR | YES | NO |
|---|-----|-----|
| 1. Is the contractor a corporation or partnership? | () | (x) |
| 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? | (x) | () |
| 3. If the answer to BOTH questions is YES, provide the employer ID number here: _____
No other questions need to be answered. Withholding is not required. | | |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:
No other questions need to be answered. Withholding is not required. | | |
| 5. If the answer to question 2 is NO, continue to Section II. | | |
| II. RELATIONSHIP OF THE PARTIES | YES | NO |
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | () | () |
| 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? | () | () |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? | () | () |
| 4. Is the relationship between the County and the contractor intended to be ongoing? | () | () |

110-23

Procurement Contract No. 20089

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? () (X)
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () (X)

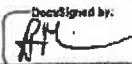
IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Designated by:


Contractor Signature



Agency/Department Head/Designee Signature

Dr. Peter Mancina
Printed Name

Richard Valle
Printed Name

5/1/2020

5/4/20

Date

Date