

ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ SHERIFF-CORONER

AGENDA	ITEM	July	9,	2024

June 4, 2024

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

SUBJECT: <u>APPROVE AGREEMENTS WITH THREE PARTICIPATING PUBLIC</u>
AGENCIES FOR THE SHERIFF'S WORK ALTERNATIVE PROGRAM

Dear Board Members:

RECOMMENDATION:

- A. Approve an agreement with the Hayward Area Recreation and Park District ("HARD") for HARD to participate in the Alameda County Sheriff's Work Alternative Program for the retroactive contract period of 3/1/24 3/1/29 with no associated cost;
- B. Approve an agreement with the Union City Public Works ("UCPW") for UCPW to participate in the Alameda County Sheriff's Work Alternative Program for the retroactive contract period of 3/1/24 3/1/29 with no associated cost; and
- C. Approve an agreement with the City of Oakland ("City") for City to participate in the Alameda County Sheriff's Work Alternative Program for the retroactive contract period of 6/4/24 6/4/29 with no associated cost.

DISCUSSION/SUMMARY:

The Alameda County Sheriff's Work Alternative Program (SWAP) started in October 1987, pursuant to Penal Code Section 4024.2 and 4024.3 with the authorization of the Board of Supervisors. It is the intent of the Alameda County Sheriff's Office (ACSO) to maintain the highest standards of public confidence, credibility and public safety when implementing alternatives to confinement programs. The ACSO will determine which individuals are eligible to participate in the SWAP. Eligible individuals will have no known record of violent assaults or sex offenses.

Honorable Board of Supervisors Page 2 of 2 June 4, 2024

The SWAP program is an alternative to confinement where participants perform eight to ten hours of work in-lieu of one day of confinement in jail. The intent of the program is to provide qualified, low risk offenders an alternative to incarceration. The sentences may not be over 365 days. Participants will be assigned to work at one of thirty contracted public agency work sites within Alameda County.

Through these three agreements, ACSO may place program eligible individuals with participating public agencies namely; the Hayward Area Recreation and Park District ("HARD"), the Union City Public Works ("UCPW"), and the City of Oakland ("City"). All individuals placed with HARD, UCPW, and City will be under the direct supervision, care, custody, and control of these respective agencies during the course of their placement.

These agreements have been approved, as to form, by the Hayward Area Recreation and Park District, the Union City Public Works, the City of Oakland and County Counsel.

FINANCING:

No additional appropriations are required. There is no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

These agreements with public agencies to participate in the Sheriff's Work Alternative Program meets the 10X goal pathway of <u>Crime Free County</u> in support of our shared vision of <u>Thriving</u> and Resilient Population.

Respectfully submitted,

---DocuSigned by:

April Luckett-Fahimi

7B226C003FF04FA...

Yesenia Sanchez Sheriff-Coroner

YS:ALY:aly

AGREEMENT FOR PARTICIPATION IN SHERIFF'S WORK ALTERNATIVE PROGRAM (S.W.A.P.)

THIS AGREEMENT is made and entered into this 1st day of March 2024, by and between the County of Alameda, a political subdivision of the State of California ("County"), through the Alameda County Sheriff's Office ("ACSO") and <u>Hayward Area Recreation and Park District</u> ("HARD") (collectively, the "Parties").

RECITALS

WHEREAS, Penal Code sections 4024.2 and 4024.3 provide that the Board of Supervisors may authorize ACSO to offer a voluntary "work release program" (the Sheriff's Work Alternative Program or "SWAP") to eligible persons in lieu of confinement or fine; and

WHEREAS, the Alameda County Board of Supervisors has authorized such a program; and

WHEREAS, ACSO administers SWAP and the eligible individuals who have been referred to the program; and

WHEREAS, HARD wishes to participate in the program by receiving, directing, and supervising SWAP placements;

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

- 1. <u>Eligibility</u>. ACSO will determine which individuals are eligible to participate in SWAP. Eligible individuals will have no known record of violent assaults or sex offenses. ACSO may place SWAP-eligible individuals with HARD.
- Number of Placements. The number of individuals placed with HARD will be determined by ACSO. This Agreement does not obligate ACSO to place any minimum number of individuals or to guarantee the duration of any particular placement.
- 3. <u>Supervision</u>. All individuals placed with HARD will be under the direct supervision, care, custody, and control of HARD during the course of their placement. ACSO will not provide any security or supervision of individuals referred through SWAP to HARD. The HARD will not physically restrain SWAP individuals that seek to leave the work area, but will immediately notify ACSO via email or telephone. Such notification must occur no later than twenty-four (24) hours following the incident.

HARD'S employees will provide safety instructions, explain work to be done and direct the SWAP individuals in the performance of their work duties. HARD 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 or any part thereof, including all provisions of the California Occupational Safety and Health Act of 1973 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by HARD must be in accordance with these laws, ordinances, codes and regulations. HARD shall indemnify and

hold ACSO and the County of Alameda harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, HARD shall immediately notify ACSO and shall submit a written report, in such form as may be required by the County of Alameda, of all accidents which occur in connection with this contract within six (6) hours. This report must include the following information: (1) name and address of the injured or deceased person (s); (2) name and address of HARD's liability insurance carrier; and (3) a detailed description of accident and whether any of County's equipment, tools, material, or staff was involved.

- 4. Work Limitations. The work to be performed pursuant to this Agreement shall be limited and defined by Penal Code section 4024.2(b)(1). SWAP individuals may:
 - a. Improve or maintain levees or public facilities, including, but not limited to, streets, parks, and schools.
 - b. Perform manual labor in support of nonprofit organizations;
 - c. Conduct graffiti cleanup for local governmental entities, including participation in a graffiti abatement program;
 - d. Abate weed and rubbish on public and private property; and
 - e. Perform house repairs or yard services for senior citizens and the performance of repairs to senior centers through contact with local senior service organizations

Any manual labor must not involve the SWAP individual's use of, or handling of, machinery, vehicles or power tools. Manual labor may include using simple hand tools, raking grass, weed pulling, cleaning animal pens, feeding animals, emptying trash cans, general sweeping and litter clean-up, and may require lifting up to thirty (30) pounds. Equipment operation will be performed only by qualified HARD employees. Where appropriate, HARD will provide SWAP individuals with well-maintained safety equipment including, but not limited to, signs, hard hats and safety vests.

- 5. **SWAP Guidelines**. HARD agrees to comply in full with the "Sheriff's Work Alternative Program Guidelines for Supervision of Inmate Workers," which Guidelines are attached hereto as Exhibit A and incorporated in full into this Agreement by this reference.
- 6. <u>In juries</u>. In the event that a claim for industrial injury is filed by an individual referred under this Agreement, HARD shall be responsible for the administration and payment of the claim. HARD shall indemnify and hold the County of Alameda and ACSO harmless for all costs related to or incurred in the administration of such claims including any settlement costs, attorneys' fees, and/or penalties to the fullest extent permitted under California law.
- 7. <u>Insurance</u>. HARD shall at all times during the terms of this Agreement maintain in force those insurance policies and bond as attached hereto as Exhibit B and shall comply with all those requirements as stated therein.
- 8. <u>Indemnity</u>. To the fullest extent permitted by law, HARD 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 any act or omission by HARD in connection with or to relation to 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 HARD 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.

9. <u>Notices</u>. All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may be, from time to time, designated in writing. Courtesy copies may also be sent via email.

COUNTY OF ALAMEDA INFORMATION Alameda County Sheriff's Office Daniel Murphy, Re-Entry & Support Services Supervisor 5325 Broder Boulevard Dublin CA, 94568

HAYWARD AREA RECREATION AND PARK DISTRICT Ryan Rojas, Park Supervisor 1099 E. Street Hayward, CA. 94541

- 10. <u>Term</u>. The term of this contract is from the effective date <u>March 1 2024</u> until <u>March 1 2029</u> unless sooner terminated in accordance with the provisions herein.
- 11. Termination without Cause. This Agreement may be terminated upon 30 days written notice by either party, without cause. Should HARD elect to serve notice of termination without cause, those individuals who had commenced working at the [CONTRACTOR'S] facilities prior to the date of said notice shall be permitted, at ACSO's discretion, to complete their commitments even if it extends the work in progress beyond the date the termination takes effect. ACSO may, in its sole discretion, assign additional individuals to perform labor after it has received a termination notice. Those individuals assigned after receipt of a notice of termination may perform labor until the date the termination takes effect.
- 12. Termination with Cause. If ACSO determines that HARD may have violated the terms of this Agreement, ACSO shall have the right to immediately suspend the operation of this Agreement pending investigation of the possible violation and shall give prompt notice of the suspension to HARD. In the event that an individual reports to perform labor after the

suspension is communicated, HARD shall advise ACSO and instruct the individual as directed by ACSO.

- 13. Conflicts of Interest. No officer, member, or employee of the County of Alameda or ACSO and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or any proceeds thereof. No person employed by HARD nor any member of such employee's family shall serve on a County of Alameda board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises HARD'S operations, or authorizes funding to HARD.
- 14. Relationship of the parties. Nothing herein shall be construed to create the relationship of employer and employee, partners, principal and agent, or joint-venture partners between the Parties; it being understood and agreed that HARD is an independent contractor. HARD 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 HARD nor for any obligations or liabilities incurred by HARD.
- 15. <u>Drug-Free Workplace</u>. HARD and its employees shall comply with the County's policy of maintaining a drug-free workplace. Neither HARD nor its employees shall unlawfully manufacture, distribute, dispense possess or use controlled substances, included but not limited to heroin, cocaine, and amphetamines, at any County Facility or work site. If HARD or any employee of HARD is convicted of or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, HARD shall notify ACSO within five days. Violation of this provision shall constitute a material breach of this agreement.
- 16. Non-Discrimination. HARD assures that 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 or national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- 17. Entire Agreement. This contract contains the entire agreement between the Parties and neither is relying on representations not contained herein.
- 18. <u>Survival of Indemnity</u>. The indemnity provisions and repayment provisions of this Agreement shall survive termination or expiration.
- 19. <u>Amendment</u>. This Agreement may be supplemented, amended or modified only by a writing signed by both parties.
- 20. <u>Assignment</u>. Nothing contained in this agreement shall be construed to permit assignment or transfer of any rights or delegation of duties by HARD under this agreement, and such assignment, transfer, or delegation is expressly prohibited and void.

- 21. Additional Notice Requirements. The following situations will require notification to Sheriffs Work Alternative Program and may require immediate notification of the local police: 1) use or possession of alcohol beverages on work site; 2) acts of violence; 3) disruptive or uncooperative participants; 4) any other hazardous situation.
- 22. No Third-Party Beneficiary Rights. HARD and ACSO agree that this Agreement is only for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party. There are no third party beneficiaries of this Agreement or any part of any specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.
- 23. <u>Signatory</u>. 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.

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

HAYWARD AREA RECREATION AND PARK DISTRICT	ALAMEDA COUNTY SHERIFF'S
By: Peter Rosen, Board President	By: Usuna Sandury Yesenia Sanchez, Sheriff
Date: 05/28/24	Date: 6/5/2024
ALAMEDA COUNTY BOARD OF SUPERVISO By: President, Board of Supervisors Date: 7122024	Approved as to Form: Donna R. Ziegler, County Counsel Docusigned by: Lay Linstianson Clay J Christianson, Deputy County Counsel

EXHIBIT B

COUNTY OF ALAMEDA 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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
В	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

Certificate C-1

Page 1 of 2

Form 2001-1 (Rev. 03/31/20)

D Endorsements and Conditions:

- 4. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
- 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self—insured retention may be satisfied by either the named insured or County.
- 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.
- 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:
 - 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".
 CANCELLATION OF INSURANCE: Each Insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
- 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

AGREEMENT FOR PARTICIPATION IN SHERIFF'S WORK ALTERNATIVE PROGRAM (S.W.A.P.)

THIS AGREEMENT is made and entered into this 1st day of March 2024, by and between the County of Alameda, a political subdivision of the State of California ("County"), through the Alameda County Sheriff's Office ("ACSO") and the City of Union City ("UCPW") (collectively, the "Parties").

RECITALS

WHEREAS, Penal Code sections 4024.2 and 4024.3 provide that the Board of Supervisors may authorize ACSO to offer a voluntary "work release program" (the Sheriff's Work Alternative Program or "SWAP") to eligible persons in lieu of confinement or fine; and

WHEREAS, the Alameda County Board of Supervisors has authorized such a program; and

WHEREAS, ACSO administers SWAP and the eligible individuals who have been referred to the program; and

WHEREAS, UCPW wishes to participate in the program by receiving, directing, and supervising SWAP placements;

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

- 1. <u>Eligibility</u>. ACSO will determine which individuals are eligible to participate in SWAP. Eligible individuals will have no known record of violent assaults or sex offenses. ACSO may place SWAP-eligible individuals with UCPW.
- 2. <u>Number of Placements</u>. The number of individuals placed with UCPW will be determined by ACSO. This Agreement does not obligate ACSO to place any minimum number of individuals or to guarantee the duration of any particular placement.
- 3. <u>Supervision</u>. All individuals placed with UCPW will be under the direct supervision, care, custody, and control of UCPW during the course of their placement. ACSO will not provide any security or supervision of individuals referred through SWAP to UCPW. UCPW will not physically restrain SWAP individuals that seek to leave the work area, but will immediately notify ACSO via email or telephone. Such notification must occur no later than twenty-four (24) hours following the incident.

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indemnify and hold ACSO and the County of Alameda harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, UCPW shall immediately notify ACSO and shall submit a written report, in such form as may be required by the County of Alameda, of all accidents which occur in connection with this contract within six (6) hours. This report must include the following information: (1) name and address of the injured or deceased person (s); (2) name and address of the UCPW's liability insurance carrier; and (3) a detailed description of accident and whether any of County's equipment, tools, material, or staff was involved.

- 4. Work Limitations. The work to be performed pursuant to this Agreement shall be limited and defined by Penal Code section 4024.2(b)(1). SWAP individuals may:
 - a. Improve or maintain levees or public facilities, including, but not limited to, streets, parks, and schools.

b. Perform manual labor in support of nonprofit organizations;

c. Conduct graffiti cleanup for local governmental entities, including participation in a graffiti abatement program;

d. Abate weed and rubbish on public and private property; and

e. Perform house repairs or yard services for senior citizens and the performance of repairs to senior centers through contact with local senior service organizations

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- 5. <u>SWAP Guidelines</u>. UCPW agrees to comply in full with the "Sheriff's Work Alternative Program Guidelines for Supervision of Inmate Workers," which Guidelines are attached hereto as Exhibit A and incorporated in full into this Agreement by this reference.
- 6. <u>Injuries</u>. In the event that a claim for industrial injury is filed by an individual referred under this Agreement, UCPW shall be responsible for the administration and payment of the claim. UCPW shall indemnify and hold the County of Alameda and ACSO harmless for all costs related to or incurred in the administration of such claims including any settlement costs, attorneys' fees, and/or penalties to the fullest extent permitted under California law.
- 7. <u>Insurance</u>. UCPW shall at all times during the terms of this Agreement maintain in force those insurance policies and bond as attached hereto as Exhibit B and shall comply with all those requirements as stated therein.

- 8. Indemnity. To the fullest extent permitted by law, UCPW 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 any act or omission by UCPW in connection with or to relation to 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 UCPW 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.
- 9. Notices. All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may be, from time to time, designated in writing. Courtesy copies may also be sent via email.

COUNTY OF ALAMEDA INFORMATION Alameda County Sheriff's Office Daniel Murphy, Re-Entry & Support Services Supervisor 5325 Broder Boulevard Dublin CA, 94568

UNION CITY INFORMATION
Jesus Banuelos, Public Works Grounds Supervisor
34650 7th Street
Union City, CA. 94538

- 10. <u>Term</u>. The term of this contract is from the effective date <u>March 1, 2024</u> until <u>March 1, 2029</u>, unless sooner terminated in accordance with the provisions herein.
- 11. <u>Termination without Cause</u>. This Agreement may be terminated upon 30 days written notice by either party, without cause. Should UCPW elect to serve notice of termination without cause, those individuals who had commenced working at UCPW's facilities prior to the date of said notice shall be permitted, at ACSO's discretion, to complete their commitments even if it extends the work in progress beyond the date the termination takes effect. ACSO may, in its sole discretion, assign additional individuals to perform labor after it has received a termination notice. Those individuals assigned after receipt of a notice of termination may perform labor until the date the termination takes effect.
- 12. <u>Termination with Cause</u>. If ACSO determines that UCPW may have violated the terms of this Agreement, ACSO shall have the right to immediately suspend the operation of this Agreement pending investigation of the possible violation and shall give prompt notice of

the suspension to UCPW. In the event that an individual reports to perform labor after the suspension is communicated, UCPW shall advise ACSO and instruct the individual as directed by ACSO.

- 13. <u>Conflicts of Interest</u>. No officer, member, or employee of the County of Alameda or ACSO and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or any proceeds thereof. No person employed by UCPW, nor any member of such employee's family shall serve on a County of Alameda board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises UCPW's operations, or authorizes funding to UCPW.
- 14. Relationship of the parties. Nothing herein shall be construed to create the relationship of employer and employee, partners, principal and agent, or joint-venture partners between the Parties; it being understood and agreed that UCPW is an independent contractor. UCPW 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 UCPW nor for any obligations or liabilities incurred by UCPW.
- 15. **Drug-Free Workplace**. UCPW and its employees shall comply with the County's policy of maintaining a drug-free workplace. Neither UCPW nor its employees shall unlawfully manufacture, distribute, dispense possess or use controlled substances, including but not limited to heroin, cocaine, and amphetamines, at any County Facility or work site. If UCPW or any employee of UCPW is convicted of or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, UCPW shall notify ACSO within five days. Violation of this provision shall constitute a material breach of this agreement.
- 16. Non-Discrimination. UCPW assures that 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 or national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- 17. Entire Agreement. This contract contains the entire agreement between the Parties and neither is relying on representations not contained herein.
- 18. <u>Survival of Indemnity</u>. The indemnity provisions and repayment provisions of this Agreement shall survive termination or expiration.
- 19. <u>Amendment</u>. This Agreement may be supplemented, amended or modified only by a writing signed by both parties.
- 20. <u>Assignment</u>. Nothing contained in this agreement shall be construed to permit assignment or transfer of any rights or delegation of duties by UCPW under this agreement, and such assignment, transfer, or delegation is expressly prohibited and void.

- 21. <u>Additional Notice Requirements</u>. The following situations will require notification to Sheriffs Work Alternative Program and may require immediate notification of the local police: 1) use or possession of alcohol beverages on work site; 2) acts of violence; 3) disruptive or uncooperative participants; 4) any other hazardous situation.
- 22. No Third-Party Beneficiary Rights. UCPW and ACSO agree that this Agreement is only for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party. There are no third party beneficiaries of this Agreement or any part of any Agreement or any provision hereof.
- 23. 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

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

CITY OF UNION CITY Joan Malloy Joan Malloy, City Manager 5/29/2024 Date:	ALAMEDA COUNTY SHERIFF'S OFFICE Usuna Sandus Yesenia Sanchez, Sheriff Date: 6/5/2024
ATTESTED: Docusigned by: DF989968884844A6 Thai Nam Pham, City Clerk	ALAMEDA GOUNTY BOARD OF SUPERVISORS By: President, Board of Supervisors
APPROVED AS TO FORM: kvistopher J. kokotaylo Kristopher J. Kokotaylo, City Attorney	Date: 7 [12[2024]
	Approved as to Form: Donna R. Ziegler, County Counsel

Clay Christianson

Clay J. Christianson, Deputy County Counsel

EXHIBIT B

COUNTY OF ALAMEDA 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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
В	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
С	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease

Certificate C-1

Page 1 of 2

Form 2001-1 (Rev. 03/31/20)

D Endorsements and Conditions:

- 1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
- 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
- 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.
- 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:
 - 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".
- CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
- 3. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

AGREEMENT FOR PARTICIPATION IN SHERIFF'S WORK ALTERNATIVE PROGRAM (S.W.A.P.)

THIS AGREEMENT is made and entered into this 4th day of June 2024, by and between the County of Alameda, a political subdivision of the State of California ("County"), through the Alameda County Sheriff's Office ("ACSO") and the City of Oakland ("City") (collectively, the "Parties").

RECITALS

WHEREAS, Penal Code sections 4024.2 and 4024.3 provide that the Board of Supervisors may authorize ACSO to offer a voluntary "work release program" (the Sheriff's Work Alternative Program or "SWAP") to eligible persons in lieu of confinement or fine; and

WHEREAS, the Alameda County Board of Supervisors has authorized such a program; and

WHEREAS, ACSO administers SWAP and the eligible individuals who have been referred to the program; and

WHEREAS, the City wishes to participate in the program by receiving, directing, and supervising SWAP placements;

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

- 1. Eligibility. ACSO will determine which individuals are eligible to participate in SWAP. Eligible individuals will have no known record of violent assaults or sex offenses. ACSO may place SWAP-eligible individuals with the City.
- Number of Placements. The number of individuals placed with the City will be determined by ACSO. This Agreement does not obligate ACSO to place any minimum number of individuals or to guarantee the duration of any particular placement.
- 3. <u>Supervision</u>. All individuals placed with the City will be under the direct supervision, care, custody, and control of the City during the course of their placement. ACSO will not provide any security or supervision of individuals referred through SWAP to the City. The City will not physically restrain SWAP individuals that seek to leave the work area, but will immediately notify ACSO via email or telephone. Such notification must occur no later than twenty-four (24) hours following the incident.

The City's employees will provide safety instructions, explain work to be done and direct the SWAP individuals in the performance of their work duties. The City 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 or any part thereof, including all provisions of the California Occupational Safety and Health Act of 1973 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by the City must be in accordance with these laws, ordinances, codes and regulations. The City shall indemnify and hold ACSO and the

County of Alameda harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, the City shall immediately notify ACSO and shall submit a written report, in such form as may be required by the County of Alameda, of all accidents which occur in connection with this contract within six (6) hours. This report must include the following information: (1) name and address of the injured or deceased person (s); (2) name and address of the City's liability insurance carrier; and (3) a detailed description of accident and whether any of County's equipment, tools, material, or staff was involved.

- 4. Work Limitations. The work to be performed pursuant to this Agreement shall be limited and defined by Penal Code section 4024.2(b)(1). SWAP individuals may:
 - Improve or maintain levees or public facilities, including, but not limited to, streets, parks, and schools.

b. Perform manual labor in support of nonprofit organizations;

c. Conduct graffiti cleanup for local governmental entities, including participation in a graffiti abatement program;

d. Abate weed and rubbish on public and private property; and

e. Perform house repairs or yard services for senior citizens and the performance of repairs to senior centers through contact with local senior service organizations

Any manual labor must not involve the SWAP individual's use of, or handling of, machinery, vehicles or power tools. Manual labor may include using simple hand tools, raking grass, weed pulling, cleaning animal pens, feeding animals, emptying trash cans, general sweeping and litter clean-up, and may require lifting up to thirty (30) pounds. Equipment operation will be performed only by qualified City employees. Where appropriate, the City will provide SWAP individuals with well-maintained safety equipment including, but not limited to, signs, hard hats and safety vests.

- 5. SWAP Guidelines. The City agrees to comply in full with the "Sheriff's Work Alternative Program Guidelines for Supervision of Inmate Workers," which Guidelines are attached hereto as Exhibit A and incorporated in full into this Agreement by this reference.
- 6. <u>Injuries</u>. In the event that a claim for industrial injury is filed by an individual referred under this Agreement, the City shall be responsible for the administration and payment of the claim. The City shall indemnify and hold the County of Alameda and ACSO harmless for all costs related to or incurred in the administration of such claims including any settlement costs, attorneys' fees, and/or penalties to the fullest extent permitted under California law.
- 7. Insurance. The City shall at all times during the terms of this Agreement maintain in force those insurance policies and bond as attached hereto as Exhibit B and shall comply with all those requirements as stated therein.

- 8. <u>Indemnity</u>. To the fullest extent permitted by law, the City 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 any act or omission by the City in connection with or to relation to 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 the City 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.
- 9. Notices. All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may be, from time to time, designated in writing. Courtesy copies may also be sent via email.

COUNTY OF ALAMEDA INFORMATION Alameda County Sheriff's Office Re-Entry Support Services, Lieutenant Charles Joe, Manager 5325 Broder Boulevard Dublin CA, 94568

CITY OF OAKLAND INFORMATION
Public Works Department
Kristin Hathaway, CSM, Assistant Public Works Director
7101 Edgewater Drive, Oakland, CA. 94621

- 10. <u>Term.</u> The term of this contract is from the effective date <u>June 4, 2024</u> until <u>June 4, 2029</u>, unless sooner terminated in accordance with the provisions herein.
- 11. Termination without Cause. This Agreement may be terminated upon 30 days written notice by either party, without cause. Should the City elect to serve notice of termination without cause, those individuals who had commenced working at the City's facilities prior to the date of said notice shall be permitted, at ACSO's discretion, to complete their commitments even if it extends the work in progress beyond the date the termination takes effect. ACSO may, in its sole discretion, assign additional individuals to perform labor after it has received a termination notice. Those individuals assigned after receipt of a notice of termination may perform labor until the date the termination takes effect.
- 12. <u>Termination with Cause</u>. If ACSO determines that the City may have violated the terms of this Agreement, ACSO shall have the right to immediately suspend the operation of this Agreement pending investigation of the possible violation and shall give prompt notice of the suspension to the City. In the event that an individual reports to perform labor after the

suspension is communicated, the City shall advise ACSO and instruct the individual as directed by ACSO.

- 13. <u>Conflicts of Interest</u>. No officer, member, or employee of the County of Alameda or ACSO and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or any proceeds thereof. No person employed by the City, nor any member of such employee's family shall serve on a County of Alameda board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the City's operations, or authorizes funding to the City.
- 14. Relationship of the parties. Nothing herein shall be construed to create the relationship of employer and employee, partners, principal and agent, or joint-venture partners between the Parties; it being understood and agreed that the City is an independent contractor. The City 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 the City nor for any obligations or liabilities incurred by the City.
- 15. <u>Drug-Free Workplace</u>. The City and its employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the City nor its employees shall unlawfully manufacture, distribute, dispense possess or use controlled substances, including but not limited to heroin, cocaine, and amphetamines, at any County Facility or work site. If the City or any employee of the City is convicted of or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the City shall notify ACSO within five days. Violation of this provision shall constitute a material breach of this agreement.
- 16. Non-Discrimination. The City assures that 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 or national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- 17. Entire Agreement. This contract contains the entire agreement between the Parties and neither is relying on representations not contained herein.
- 18. <u>Survival of Indemnity</u>. The indemnity provisions and repayment provisions of this Agreement shall survive termination or expiration.
- 19. <u>Amendment</u>. This Agreement may be supplemented, amended or modified only by a writing signed by both parties.
- 20. <u>Assignment</u>. Nothing contained in this agreement shall be construed to permit assignment or transfer of any rights or delegation of duties by the City under this agreement, and such assignment, transfer, or delegation is expressly prohibited and void.
- 21. <u>Additional Notice Requirements</u>. The following situations will require notification to Sheriffs Work Alternative Program and may require immediate notification of the local police:

- 1) use or possession of alcohol beverages on work site; 2) acts of violence; 3) disruptive or uncooperative participants; 4) any other hazardous situation.
- 22. No Third-Party Beneficiary Rights. The City and ACSO agree that this Agreement is only for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party. There are no third party beneficiaries of this Agreement or any part of any specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.
- 23. <u>Signatory</u>. 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.

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

CITY OF OAKLAND (a municipal corporation) Jestin Johnson City Administrator May 15, 2024 Date:	ALAMEDA COUNTY SHERIFF'S OFFICE By: Usuna Sandury Pragreciaesed 430 Yesenia Sanchez, Sheriff Date: 6/5/2024
ALAMEDA COUNTY BOARD OF SUPERVISORS By: President, Board of Supervisors Date: 7 122024	
Approved as to form and legality:	Approved as to Form: Donna R. Ziegler, County Counsel
Farrah Hussein By: Farrah Hussein (May 7, 2024 14:33 PDT) Office of the City Attorney	By: Unistianson Clay J. Christianson, Deputy County Counse

Revised by City Council meeting of Oct. 9, 2018

Approved as to Form and Lagality

OFFICE OF THE CITY CLESK

2018 NOV -2 AM 11: 46

The Miller

City Attorney

OAKLAND CITY COUNCIL

RESOLUTION NO. E 87375 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO: 1) EXECUTE AN AGREEMENT WITH ALAMEDA COUNTY FOR THE CITY'S PARTICIPATION IN THE SHERIFF'S OFFICE WORK ALTERNATIVE PROGRAM (SWAP) THROUGH THE OAKLAND PUBLIC WORKS DEPARTMENT (OPW) FOR A TERM OF FIVE (5) YEARS, WITH THREE (3) TWO (2) YEAR OPTIONS TO EXTEND WITHOUT RETURNING TO COUNCIL, AND 2) ADD INDIVIDUALS PARTICIPATING IN THE SWAP TO THE CITY'S SELF-ADMINISTERED AND EXCESS WORKERS' COMPENSATION PROGRAMS

WHEREAS, Penal Code sections 4024.2 and 4024.3 provide that the Alameda County Board of Supervisors may authorize Alameda County Sheriff's Office (ACSO) to offer a voluntary work release program to eligible persons in lieu of confinement or fine; and

WHEREAS, the Alameda County Board of Supervisors has authorized such a program; and

WHEREAS, ACSO administers SWAP and the eligible individuals who have been referred to the program; and

WHEREAS, the City of Oakland wishes to participate in the program by receiving, directing, and supervising SWAP participants who will assist the City in trash and litter pickup, debris and weed removal and with illegal dumping cleanup; and

WHEREAS, ACSO requires that partner agencies indemnify, defend, and hold the County of Alameda harmless and assume liability for Oakland SWAP participants and cover and enroll SWAP participants in that agency's workers' compensation program; therefore, be it

RESOLVED: That the City Administrator or designee is authorized to execute an agreement for a term of five (5) years with the County of Alameda for the City 's participation in the ASCO's SWAP through the Oakland Public Works Department, with three (3) two (2) year options to extend the term of the Agreement, without returning to Council; and be it

FURTHER RESOLVED: That the City of Oakland will add no further restrictions or limitations in requirements for eligible individuals, as identified by ACSO, to participate in the SWAP; and be it

FURTHER RESOLVED: That the City Administrator or designee is authorized to enroll SWAP participants performing work for the City, who are not normally covered by the City's workers' compensation program, in the City's self-administered and excess workers' compensation programs.

OCT 1 c 2019

001	1 D 4/14
IN COUNCIL, OAKLAND, CALIFORNIA,	- Levisor
PASSED BY THE FOLLOWING VOTE:	
AYES - CAMPBELL WASHINGTON, GA	ALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN,
NOES - Ø	
ABSENT - Ø	
ABSTENTION - OF Cycused - Poroohs - 1	A.
Excused - Brooks - 1	ATTESTATOR da Thumans
	LaTonda Simmons
	City Clerk and Clerk of the Council
	of the City of Oakland, California

SWAP Agreement

Final Audit Report

2024-05-15

Created:

2024-05-15 (Pacific Daylight Time)

Aracely Garza (AGarza@oaklandca.gov)

Ştatus:

Signed

Transaction ID:

CBJCHBCAABAAjyGjYp6FfiA9pgwZp43KHIMt7M-nybRz

"SWAP Agreement" History

🖰 Document created by Aracely Garza (AGarza@oaklandca.gov) 2024-05-15 - 4:42:12 PM PDT- IP address: 209.232.103.91

Document emailed to Jestin Johnson (JDJohnson@oaklandca.gov) for signature 2024-05-15 - 4:43:18 PM PDT

💪 Document e-signed by Jestin Johnson (JDJohnson@oaklandca.gov) Signature Date: 2024-05-15 - 6:39:26 PM PDT - Time Source: server- IP address: 209.232.103.112

Agreement completed. 2024-05-15 - 6:39:26 PM PDT

