



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

COUNTY ADMINISTRATOR

December 13, 2023

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

**SUBJECT: AWARD A CONTRACT TO ALAMEDA COUNTY BAR ASSOCIATION
FOR COURT-APPOINTED COUNSEL FOR INDIGENT CRIMINAL
DEFENSE SERVICES; MASTER CONTRACT NO. 902203;
PROCUREMENT CONTRACT NO. 26086; AMOUNT: \$ 30,040,000**

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent, or her designee, to execute a contract (Master Contract No. 902203; Procurement Contract No. 26086) with Alameda County Bar Association (Principal: Tiela Chalmers; Location: Oakland) to provide court-appointed counsel for indigent criminal defense services for conflict cases, for the term of 1/1/24 – 12/31/26, in the amount of \$30,040,000.

DISCUSSION/SUMMARY:

The County requires a legal service provider qualified to administer, maintain, and provide legal representation in criminal and juvenile delinquency proceedings to individuals identified as indigent when such representation cannot be provided by the Public Defender due to a legal conflict of interest (Conflict Cases).

Legal representation of persons accused of crimes or otherwise at risk for loss of liberty and who do not have the means to pay for such representation due to indigence is mandated by the federal and State Constitutions to be provided at public expense. In Alameda County, the primary provider of these services is the Public Defender. When the Public Defender is unable to provide representation due to a legal conflict of interest, cases are referred to a conflict representation provider to provide legal representation.

Staff from the County Administrator's Office will continue to meet regularly with the Alameda County Bar Association (ACBA) to review required deliverables, including caseloads and expenditures. Additionally, ACBA is required to maintain an oversight committee to meet at least quarterly to assess panel staffing needs, client complaints, panel priorities, and other matters pertaining to the operation of the panel and effective representation of a client. The County reserves the right to appoint at least one member to this oversight committee and will return to your Board with a recommendation on this appointment

SELECTION CRITERIA/PROCESS:

Alameda County does not currently have the resources to provide court-appointed counsel for indigent criminal defense services for conflict cases.

The County Administrator's Office worked with General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP), which was issued on March 1, 2023, posted on the GSA and GSA LinkedIn websites for 96 days, emailed to the Chambers of Commerce e-mail group, and sent to the E-Gov Professional Services – Current Contract Opportunities mailing service. The RFP was also advertised in the Inter-City Express on March 3, 2023, and the San Francisco Daily Journal on March 6, 2023. A networking/bidders conference was conducted on March 7, 2023, followed by a vendor outreach meeting on March 8, 2023, which was attended by two vendors.

On June 5, 2023, one bidder submitted a response to the RFP. The single bid response was evaluated, and the vendor was interviewed by the County Selection Committee. A maximum total of 500 evaluation points was available for this RFP.

Alameda County Bar Association was the sole responsive vendor and is being recommended for award.

Alameda County Bar Association is a certified SLEB (Certified Small: 17-00016; Expiration: January 31, 2025).

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Evaluation Points
<i>Alameda County Bar Association</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>362</i>

FINANCING:

Appropriations for this contract are included in the Fiscal Year 2023-24 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost this fiscal year.


VISION 2026 GOAL:

The court appointed counsel for indigent criminal defense services meets the Shared Visions of a **Safe & Livable Communities** and **Thriving & Resilient Population**.

Very truly yours,



Susan S. Muranishi
County Administrator

DocuSigned by:

8D4CA131AA0B4C2...
Kimberly Gasaway
Director, General Services Agency

Attachment

KG\TT\ma\Board Letters\Purchasing\FY 2023-24\902203 Court Appointed Counsel for Indigent Criminal Defense Services

cc: Auditor-Controller
County Counsel

ATTACHMENT

CONTRACT SUMMARY
COURT-APPOINTED COUNSEL FOR INDIGENT CRIMINAL DEFENSE SERVICES
 MC No. 902203
 January 1, 2024 – December 31, 2026

Vendor	Location	Dollar Value of Contract Award	Small and Local Participation	
			Percentage	Dollar Amount
Alameda County Bar Association Principal: Tiela Chalmers Certified Small: 17-00016 Expiration: 01/31/2025	1000 Broadway, Suite 209 Oakland, CA 94607	\$30,040,000	100%	\$30,040,000



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 12/19/2023, is by and between the County of Alameda, hereinafter referred to as the “County”, and Alameda County Bar Association, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Court Appointed Counsel for Indigent Criminal Defense Services which are more fully described in Exhibit A hereto (“Definition of Services”); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Court Appointed Counsel for Indigent Criminal Defense Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements and Deliverables
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010
Exhibit G	Historical Caseload Data
Exhibit H	Court Facilities

The term of this Agreement shall be from January 1, 2024 through December 31, 2026.

The compensation payable to Contractor hereunder shall not exceed Thirty Million Forty Thousand Dollars (\$30,040,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

ALAMEDA COUNTY BAR ASSOCIATION

DocuSigned by:
Detra Dillon
DE9C0172C941490...
By: _____
Signature

DocuSigned by:
Tiela Chalmers
CFEC5F4578D440C...
By: _____
Signature

Name: Detra Dillon
(Printed)

Name: Tiela Chalmers
(Printed)

Title: Procurement Administrator

Title: CEO

Date: 12/19/2023

Date: 12/15/2023

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
[Signature]
41E878ED27CC4CF...
By: _____
K. Scott Dickey
Assistant County Counsel

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



GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers’ Compensation insurance, as applicable, at Contractor’s own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers’ Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
County Administrator's Office
1221 Oak Street
Oakland, CA 94612
Attn: Laura Lloyd, 510-272-3882, laura.lloyd2@acgov.org

To Contractor: Alameda County Bar Association
Mailing Address: 548 Market Street, PMB 22692
San Francisco, CA 94104
Attn: Hadassah Hayashi, 510-302-2200, hadassah@acbanet.org

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:** Deleted and replaced. See Additional Provisions.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR). 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 & Reporting (OCCR) 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 Paragraph 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 Paragraph 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 Paragraph 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 two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



ADDITIONAL PROVISIONS

Paragraph 20. of General Terms and Conditions is replaced with the following:

20.1 TERMINATION:

- a. 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 the Contractor 90 days written notice.
- b. Contractor may terminate its work under this Agreement with twelve (12) months prior written notice.
- c. Termination of this Agreement, for any reason, shall not affect the professional responsibilities of any attorney assigned as conflict counsel under this Agreement to their client.
- d. In the event of termination of Contractor's work, the Contractor shall be entitled to payment pursuant to the terms of this Agreement 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 Court Appointed Counsel for Indigent Criminal Defense Services shall not exceed \$30,040,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

20.2 ACTIONS OF CONTRACTOR UPON TERMINATION:

- a. Necessary Actions. Immediately upon receipt of a notice of termination pursuant to Section 20.1, above, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified in the Notice and to minimize the liability of Contractor and the County to Third Parties as a result of termination. All such actions shall be subject to the prior approval of the County, and shall be in accordance with the attorneys' obligations to their clients.
- b. Withdrawal and Tail Representation. Contractor will continue to represent existing clients until panel attorneys appointed through Contractor withdraw as counsel of record (or substitute counsel) without prejudice to the interests of the clients and without violating any law, rule or regulation.
- c. Release from Performance of Services. The following provisions apply if this agreement is terminated in accordance with Section 20.1 above:
 - (1) Contractor will be released from performing Services to the extent panel attorneys appointed through Contractor effectively withdraw as counsel of record (or substitute counsel). If any panel attorneys appointed through Contractor cannot be released from performing Services due to an inability to withdraw as described above, Contractor will give the County at least 45 days'



notice before the termination date, which notice will describe each affected matter and the basis for said panel attorneys' inability to withdraw, and Contractor and County will then confer in good faith.

- (2) If a court orders that Contractor maintain certain representations or, using its reasonable judgment, the County determines that Contractor's assertions warrant certain panel attorneys' continued representation as withdrawal is not permitted for the reasons stated in the immediately preceding paragraph, then, until such time as this Agreement would have expired (had it not been earlier terminated for change in law), pursuant to the expiration date of the Agreement or, if renewed, the date of expiration of the renewed Agreement, the following provisions shall apply:
- (a) Contractor's duties under this Agreement will continue after the Termination Date solely with respect to the affected matters;
 - (b) Compensation following the Termination Date will be at rates not to exceed those in Exhibit B, Payment Terms.
 - (c) County will reimburse the Contractor for any direct, reasonable, actual expenditure and, if contained in a court order, Third Party experts.
 - (d) County will reimburse the Contractor for actual costs for the additional time during which services are provided, which in no event will exceed the monthly fees specified in Exhibit B, Payment Terms.
 - (e) Payment under this provision shall not exceed the total not to exceed amount contained in this Agreement.

Approved as to Form:
Donna R. Ziegler, County Counsel

By: 
41E878ED27CC4CF...
K. Scott Dickey
Assistant County Counsel



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide Court Appointed Counsel for Indigent Criminal Defense Services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902203, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Andrea Zambrana	Director of Court Appointed Attorney Program	510-302-2202	andrea@acbanet.org
Hadassah Hayashi	Chief Executive Officer	510-302-2200	hadassah@acbanet.org
Zachary Lazarus	Supervising Social Worker	510-433-8705	zach@acbanet.org

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

- A. Contractor must provide:
1. Legal representation in criminal and juvenile delinquency proceedings to individuals identified as indigent when such representation cannot be provided by the Public Defender due to a legal conflict of interest (Conflict Cases).
 - a. All attorneys providing criminal and juvenile delinquency representation services must be licensed to practice law in the State of California.
 2. Ancillary services, including but not limited to:
 - a. Medical services: doctors, psychologist, or psychiatrist;
 - b. Private investigator services;
 - c. Professional and specialized services: Expert witness, forensic analysis;
 - d. Social Worker consultation services; and
 - e. Administrative Services.
 3. Contractor must use the following organizational model for representation of all criminal and juvenile delinquency cases, which can include subcontracting:
 - a. Administered Panel: An entity that assembles a panel of independent attorneys that provides representation of indigent clients referred by the Court that cannot be represented by the Public Defender's offices.
 4. Program Specifications (See Exhibits G and H for relevant information)
 - a. At a minimum, the Contractor must provide the following services:
 - (1) Representation of all indigent criminal defendants and juveniles in delinquency proceedings in Conflict Cases in Alameda County;
 - (2) County-approved process by which attorneys are screened to ensure proper licensure and qualifications to try cases at each level of complexity;
 - (3) Ensure attorneys providing legal representation maintain the knowledge and skills commensurate with their caseloads;

- (4) Training and educational requirements subject to review and approval by County;
- (5) Quality assurance – method by which the quality of services provided by the representing attorneys can be assessed. Quality assurance methods to be submitted for review by County and subject to modifications by mutual agreement as needed;
- (6) Provision for the use of social workers to integrate a more holistic best practice model for attorneys to focus on the legal aspect of cases, for juvenile and adult clients;
- (7) Ensure adequate coverage for all courtrooms, including establishing policies and procedures to avoid calendaring conflicts;
- (8) Maintain an oversight committee to meet at least quarterly to assess panel staffing needs, client complaints, panel priorities, and other matters pertaining to the operation of the panel and effective representation of client. The County reserves the right to appoint at least one member to said oversight committee;
- (9) Respond to issues and concerns from the County and the Court related to the services provided by the Contractor and subcontractors;
- (10) Ensure language translation services are provided to all clients who use English as their second language, regardless of language; and
- (11) Administrative oversight, including claims processing, billing verification, accounting and statistical reports.

B. Organization, Staffing, and Compensation Plan

1. Qualifications

a. Attorneys' licensure and good standing

- (1) All attorney panel members must be licensed to practice law in California and must be in good standing with the State Bar of California.
- (2) Attorneys participating in Court Appointed Attorney's Program (CAAP) must submit a declaration attesting continued eligibility and compliance with mandatory training requirements each year.
- (3) CAAP staff must verify all information submitted by cross-referencing State Bar of California records against the panel members' documents,

and complete monthly checks on State Bar discipline records to ensure that no panel members are being disciplined.

b. Attorneys' experience:

- (1) To ensure that only highly qualified attorneys are assigned to cases, Contractor's staff and the CAAP Advisory Committee have created classes in which cases are categorized by the level of experience and competence needed by an attorney. There are two classes for misdemeanor cases (4 and 5) and several different classes for felony cases—Classes 1, 2, 3, Sexually Violent Predator (SVP), Life without Possibility of Parole (LWOP), and Special Circumstances (death penalty) (SC). Minimum training and experience requirements for each class are spelled out in the Fee Schedule, the current version of which can be found on the ACBA website at www.acbanet.org. (The Fee Schedule is subject to periodic amendment by the Contractor as needed.)

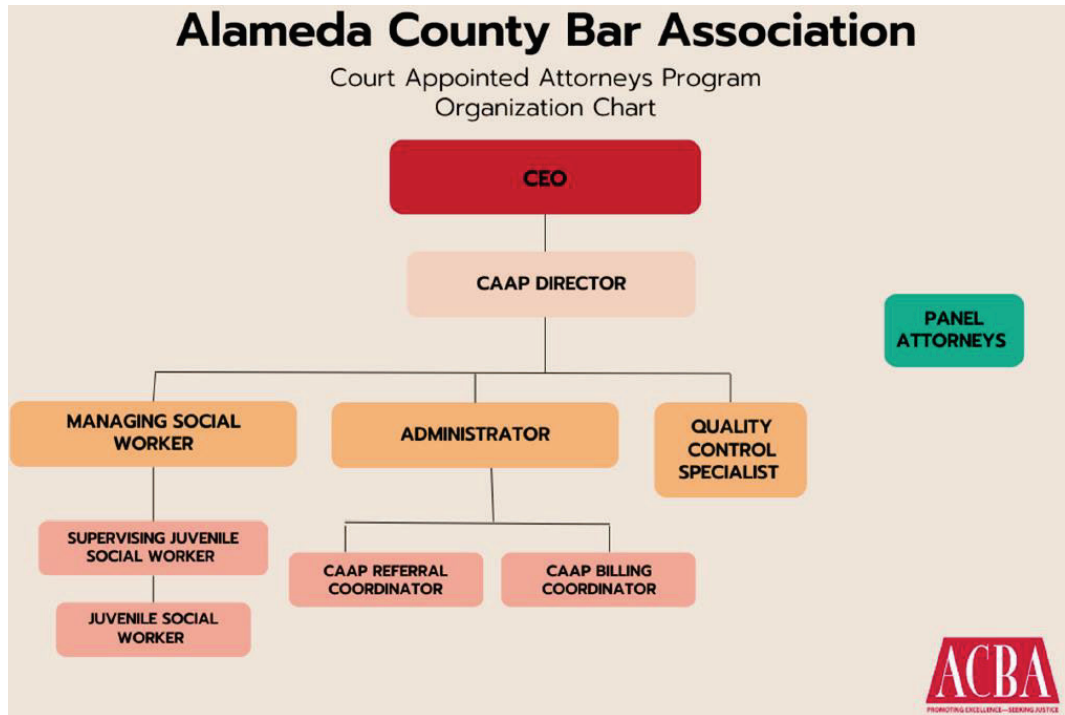
2. Recruitment and Screening

a. Attorneys new to CAAP

- (1) Recruitment of new panel attorneys must be conducted through, but not limited to, networking events, MCLE events, email blasts to the Alameda County Bar Association membership and its affiliates (and its Criminal Law Section) and through the Alameda County Bar Association website.
- (2) Contractor may conduct individual outreach to criminal defense attorneys of good reputation. All applicants to CAAP are screened by the CAAP Advisory Committee. Initial screening of attorneys occurs at the staff level (involving verification of the information contained in the attorney's application, an evaluation process, and an in-person interview with the Director). In order to assure that applicants are qualified to accept referrals, written evaluations are solicited from an attorney's co-counsel, opposing counsel, and/or judges. All applicants are required to demonstrate that they have the required amount of experience (depending on the class level they are applying for), and to submit a writing sample and references. The CAAP Advisory Committee is tasked with approving applicants to felony panels. The Committee may base its decisions on the written materials—applications, resumes, evaluations, and letters of equivalent experience—and/or an interview with the applicant, if necessary. The Director is tasked with approving applicants to misdemeanor panels, but may seek input from the Committee, as well. Contractor must follow a similar approach for current panel attorneys that want to take cases at a higher-class level.

- b. Current Panel Attorneys
 - (1) Every year, every attorney on the panel must reapply to join the panel for the upcoming year.
 - (2) Panel attorneys must complete a reapplication to provide, among other things, the number of cases they are currently carrying, both in their private practice and cases they have received through CAAP. Attorneys are also asked to disclose whether they have been contacted by the State Bar in connection with any complaint by any client in the last year.

Contractor must conduct an anonymous survey of judges, Public Defenders, and other relevant parties, in which participants are asked to rate the panel attorneys. Contractor must ensure that the entire panel is evaluated every three years.
- 3. Organization Chart
 - a. Contractor must provide representation using an administered panel of attorneys. Contractor staff on the CAAP contract is led by the Director of the CAAP program, with two teams:
 - (1) Billing and Case Referral Team: works to place cases referred to CAAP with qualified attorneys, and to review and approve or modify bills submitted by the panel attorneys; and
 - (2) Social Work Team: provides social work services to juvenile defendants (working as part of the team with the panel attorneys) and connects independent contractor social workers with adult defendants (working as part of the team with the attorneys).



C. Courtroom Coverage

Contractor must:

1. Provide courtroom coverage for all court locations based on the information provided in Appendix 2.
2. Contractor must coordinate with attorneys to avoid calendaring conflicts.
3. Provide substitute representation when assigned attorney is unavailable due to vacation, illness, or other unavoidable absences.

D. Deliverables/Reports

1. Contractor must maintain and provide to the County monthly, quarterly, and annual statistical reports of expenditures and appointed cases, as well as any additional reports that may be required by the County. The prescribed format for reports will be agreed upon by the Contractor and the County. The County may request any additional reports. Required reports must include the following:
 - a. Monthly Expenditures and Caseload Reports
 - (1) Provide monthly expenditures and caseload reports by the end of the following two (2) months (e.g., reports for February must be provided by April 30).

- (2) Total expenditures by attorney name and case type, including ancillary expenses. Ancillary expenses to be categorized by type of expense, including by not limited to:
 - (a) Medical expenses: doctors, psychologist, or psychiatrist;
 - (b) Private investigator expenses;
 - (c) Professional and specialized services: Expert witness, forensic analysis;
 - (d) Social Worker Consultation Services; and
 - (e) Administrative Services.
- b. Quarterly Caseload Reports
 - (1) Number of monthly referrals, by attorney name and case type.
 - (2) Total expenditures by attorney name and case type, including the number of hours billed for each type monthly.
 - (3) Total number of cases by case type for social workers.
 - (4) Provide Quarter 1 reports (January 1 – March 30) by May 31.
 - (5) Provide Quarter 2 reports (April 1 – June 30) by August 31.
 - (6) Provide Quarter 3 reports (July 1 – September 30) by November 30.
 - (7) Provide Quarter 4 reports (October 1 – December 31) by February 28 (following year).
- c. Quarterly Staffing Reports
 - (1) Name of all practicing attorneys, including identification of attorneys available to provide representation for the most serious classifications of felonies, including life without parole.
 - (2) Name and service hours of all staff and subcontractors of the ACBA providing services through the contract may be requested at any time.
 - (3) Provide Quarter 1 reports (January 1 – March 30) by May 31.
 - (4) Provide Quarter 2 reports (April 1 – June 30) by August 31.
 - (5) Provide Quarter 3 reports (July 1 – September 30) by November 30.

- (6) Provide Quarter 4 reports (October 1 – December 31) by February 28 (following year).
- d. Annual Reports
- (1) Annual reports must be a cumulative report of all monthly and quarterly reports.
 - (2) Total compensation paid to attorneys, investigators, and expert witnesses.
 - (a) Administered Panel models: reports must include compensation paid to providers, by attorney name, case type and number of hours billed.
 - (3) Details of social worker program, including metrics to assess efficacy of social worker services.
 - (4) Provide financial audits or financial reports prepared by a Certified Public Accountant.
 - (5) Provide Annual reports (January 1 – December 31) by March 15 (following year).



EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. County will ensure that Contractor has at least \$300,000, and at most \$750,000, as working capital.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	YEAR 1*	YEAR 2*	YEAR 3*
1	Death Penalty/Special Circumstance	Hour	\$214.00	\$225.00	\$236.00
2	Life Without the Possibility of Parole (LWOP)		\$196.00	\$206.00	\$216.00
3	Sexually Violent Predator (SVP)		\$196.00	\$206.00	\$216.00
4	Class 1 - Adult		\$179.00	\$187.00	\$197.00
5	Class 1B - Adult		\$155.00	\$163.00	\$171.00
6	Class 2 - Adult		\$139.00	\$146.00	\$153.00
7	Class 3 - Adult		\$133.00	\$140.00	\$147.00
8	Class 4 - Adult		\$116.00	\$121.00	\$127.00
9	Class 5 - Adult		\$116.00	\$121.00	\$127.00
10	Class 1 - Juvenile		\$155.00	\$163.00	\$171.00
11	Class 2 - Juvenile		\$139.00	\$146.00	\$153.00
12	Class 3 - Juvenile		\$133.00	\$140.00	\$147.00
13	Class 4 - Juvenile		\$116.00	\$121.00	\$127.00
14	Class 5 - Juvenile		\$116.00	\$121.00	\$127.00
15	Contempt		\$116.00	\$121.00	\$127.00
16	Misdemeanor Adult Probation Violations		\$116.00	\$121.00	\$127.00
17	Misdemeanor Appeals		\$133.00	\$140.00	\$147.00
18	Post Conviction		\$155.00	\$163.00	\$171.00
19	Habeas		\$155.00	\$163.00	\$171.00
20	Private Investigator		\$86.00	\$90.00	\$95.00
21	Mentally Disabled Offenders (MDO)	Hour	\$133.00	\$140.00	\$147.00
22	LPS (conservatorships)	Hour	\$133.00	\$140.00	\$147.00
23	Expenses: Immigration Consult	Hour	\$300.00	\$315.00	\$331.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	YEAR 1*	YEAR 2*	YEAR 3*
24	Expenses: All Other Service Providers (e.g., experts, doctors, transcripts, psychologists, etc.)	Year	\$250,299.51	\$262,814.49	\$275,955.21
25	Expenses: Paralegal	Hour	\$60.00	\$63.00	\$66.00
26	Expenses: Social Worker (adults only)	Year	\$200,750.00	\$262,894.00	\$357,875.00
27	Expenses: Ministerial costs for attorneys (copies, postage, etc.)	Year	\$14,391.57	\$15,111.15	\$15,866.71
28	Expenses: Transcripts (court and 3rd party)	Year	\$21,470.60	\$22,544.13	\$23,671.34
29	Expenses: Interpreter Services	Year	\$3,808.99	\$3,999.44	\$4,199.41
30	Expenses: Attorneys Referred but Not Appointed	Year	\$8,377.01	\$8,795.86	\$9,235.65
31	Monthly Administrative Fee	Per Month	\$124,539.82	\$130,663.56	\$138,216.11

* Hourly attorneys' fees only to increase to these amounts on July 1 of each contract year.

3. Invoices will be reviewed for approval by the County Administrator's Office.
4. Total payment under the terms of this Agreement will not exceed the total amount of \$30,040,000. This cost includes all taxes and all other charges.



EXHIBIT C

INSURANCE REQUIREMENTS

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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
G	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation, Employers Liability, and Professional Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

None

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: Alameda County Bar Association

PRINCIPAL: Tiela Chalmers TITLE: CEO

SIGNATURE:  DATE: 12/15/2023



EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F

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

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

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

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

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: None

CONTRACTOR: Alameda County Bar Association

PRINCIPAL: Tiela Chalmers TITLE: CEO

SIGNATURE:  DATE: 12/15/2023



EXHIBIT G
HISTORICAL CASELOAD DATA¹

Court Appointed Counsel for Indigent Criminal Defense

The caseload assumptions are based on the case type descriptions in Table 1:

Table 1 – Criminal Case Categories

Case Type	Description
Juvenile Delinquency	Cases in which a minor is charged with a crime, and where proceedings occur in juvenile court.
Life/Special Circumstances	Cases where a defendant is charged with special circumstances and/or the prosecution seeks the death penalty.
Life without possibility of Parole (LWOP)	Cases where a defendant is facing a maximum potential sentence that carries with a potential life in prison without the possibility of parole.
Class IA	Non-capital murders and non-capital special circumstances cases; Criminal cases where the maximum prison exposure for the defendant is a life sentence, including Life Without the Possibility of Parole (LWOP).
Class I	All other criminal cases where the maximum prison exposure for the defendant is 25 years or more.
Class II	All other felonies for which the possible penalty, including enhancements, is more than 10 years, but less than 25 years.
Class III	All other felonies and any misdemeanor that requires registration as a sex offender.
Class IV	Any theft offense charged as a misdemeanor. All other misdemeanors in which the possible sentence range is one year in the county jail.
Class V	All other misdemeanors.
Misdemeanor Appeals	Appeals following misdemeanor criminal convictions.
Miscellaneous Representation	Primarily includes representation of witnesses in criminal cases.
Contempt	Contempt proceedings arising from Family Law cases.
Post Conviction	Sentencing challenges following conviction.
Sexually Violent Predator (SVP)	Cases charged under Welfare and Institutions Code §6600.
Lineup	Representation of potential defendants in police lineup identification.

¹ Caseload information provided by the Alameda County Bar Association, which currently has the contract to provide conflict representation.



**EXHIBIT H
COURT FACILITIES**

Court Appointed Counsel for Indigent Criminal Defense

In general, most departments have morning and afternoon calendars.

1. Juvenile Delinquency matters are heard at:
 - a. Juvenile Justice Center, 2500 Fairmont Drive, San Leandro, California 94578

2. Criminal matters are heard at the following locations:
 - a. Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612

Felony proceedings from the northern part of the county after a defendant pleads guilty to a felony, is indicted, or is held to answer.

 - b. Wiley W. Manuel Courthouse, 661 Washington Street, Oakland, CA 94607

Felony proceedings from the northern part of the county after a complaint is filed and until the defendant pleads guilty to a felony, is held to answer, or the case is dismissed. All misdemeanor proceedings from the northern part of the county.

 - c. Hayward Hall of Justice, 24405 Amador Street, Hayward, CA 94544

Criminal contempt matters from all over the County.

 - d. Fremont Hall of Justice, 39439 Paseo Padre Parkway, Fremont, CA 94538

Felony proceedings from the Fremont area (includes Newark and Union City) after a complaint is filed and until the defendant pleads guilty to a felony, is held to answer, or the case is dismissed. All misdemeanor proceedings from the Fremont area.

 - e. Alameda East County Hall of Justice, 5151 Gleason Drive, Dublin, CA 94568

Felony proceedings from the Pleasanton area (includes Livermore and Dublin) after a complaint is filed and until the defendant pleads guilty to a felony, is held to answer, or the case is dismissed. All misdemeanor proceedings from the Pleasanton area.