

ATTACHMENT A

COOPERATIVE AGREEMENT RELATED TO THE CLEAN CREEKS PROGRAM AND THE COLLABORATIVE CREEKS IMPROVEMENT PROGRAM

This Cooperative Agreement (“Agreement”) is made and entered into this _____, by and between the Alameda County Flood Control and Water Conservation District, hereinafter referred to as the “District” and the City of Oakland, hereinafter referred to as the “City,” collectively hereinafter referred to as the "Parties" and individually as a “Party,” regarding the Collaborative Creeks Improvement Program and the Clean Creeks Program.

WITNESSETH:

WHEREAS, the District owns and maintains flood control facilities within the area designated as Zone 12 which includes, in part, the area of the City; and

WHEREAS, the District and the City wish to coordinate efforts in order to more effectively and efficiently comply with the federal Clean Water Act (1972), protect and enhance water quality, and provide for flood control measures within Zone 12;

NOW, THEREFORE, the District and the City agree to the following:

1. Collaborative Creeks Improvement Program

1.1. Upon receipt, review and approval by the District of an invoice or other documentation confirming the performance of services under this Agreement, the District will reimburse the City from available Zone 12 funds the City’s actual cost incurred for the Collaborative Creeks Improvement Program, including enforcement and compliance, creek restoration project support, and watershed protection activities as described in Exhibit A, which is incorporated by reference herein, for District projects that are within Zone 12.

1.1.1. Payment for the Collaborative Creeks Improvement Program shall be based on actual costs in an amount that is not to exceed \$1,200,000.00.

2. Clean Creeks Program

2.1. Upon receipt, review and approval by the District of an invoice or other documentation confirming the performance of services under this Agreement, the District will reimburse the City from available Zone 12 funds the City’s actual cost incurred for the implementation of the Clean Creeks Program as described in Exhibit A for District projects that are within Zone 12.

2.1.1. Payment for the Clean Creeks Program shall be based on actual costs in an amount that is not to exceed \$400,000.00.

3. Term

3.1. The term of this agreement is from July 1, 2026 through June 30, 2031.

4. Not to Exceed Amount

4.1. The total amount due to City from District under this Agreement shall not exceed \$1,600,000.00.

5. Indemnification

5.1. The City shall defend, indemnify, and hold harmless the District (with legal counsel reasonably acceptable to the District), the County of Alameda, their Boards of Supervisors, their predecessors, successors, assignees, agents, departments, officials, representatives, employees and all persons acting by, through, under, or in concert with any of them, and each of them (collectively "District Indemnitees") from any and all acts, claims, liabilities and losses by whomever asserted arising out of City's performance under this Agreement except those arising by reason of the sole negligence or willful misconduct of the District Indemnitees.

6. Conformity With Law and Safety

6.1. 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 hereof, including all provisions of the California Occupational Safety and Health Act, and all federal, state, municipal and local safety regulations, and any applicable laws relating to the payment of prevailing wages or registration with the Department of Industrial Relations. All services performed by City must be in accordance with these laws, ordinances, codes, and regulations.

7. Audit

7.1. City shall make available to District, 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 District: and shall furnish to District, its authorized agents, officers or employees such other evidence or information as District may require with regard to any such expenditure or disbursement charged to District.

7.2. City shall maintain full and adequate records in accordance with District requirements to show the actual costs incurred by City in the performance of this Agreement. City shall provide such assistance as may be reasonably required in the course of such inspection. District further reserves the right to examine and reexamine said books, records and data during the five (5) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by City, and City shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for five (5) years after District makes the final or last payment or within five (5) years after any pending issues between the District and City with respect to this Agreement are closed, whichever is later.

8. Termination

8.1. The District has and reserves the right to suspend, terminate, or abandon the execution of any work by the City without cause at any time upon giving to the City prior written notice. In the event that the District should abandon, terminate, or suspend the City's work, the City shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B, attached hereto and incorporated by reference herein, provided that the maximum amount payable to City shall not exceed the not-to-exceed amounts set forth in this Agreement for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The obligations of this Agreement, which by their nature would continue beyond the termination of the Agreement, including without limitation, the obligations regarding indemnification, shall survive termination.

9. Notices

9.1. All notices required under this Agreement must be in writing, and may be given either personally or by registered or certified mail (return receipt requested), or by facsimile. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other person or address in substitution of the address to which such notice shall be given. Such notices shall be given to the parties at their address set forth below:

9.1.1. District: Paige Pearson; ACPWA; 399 Elmhurst Street; Hayward, CA; 94544

9.1.2. City: Terri Fashing; City of Oakland; 250 Frank Ogawa Plaza Suite 4314; Oakland, CA 94612

10. Employer/Employee relationship

10.1. No relationship of employer and employee is created by this Agreement, it being understood that City and District shall act hereunder independently of one another; and that personnel employed or contracted by the City shall not have any claim under this Agreement or otherwise against District 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; City shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith City shall defend, indemnify and hold District harmless (with legal counsel reasonably acceptable to the District) from any and all liability which District may incur because of City's failure to pay such taxes; that City 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 District is to ensure 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 agency concerned.

11. Ownership of Documents

- 11.1. Any interest (including, but not limited to, property interests and copyright interests) in drawings, plans, specifications, studies, reports, memoranda, or other documents (including but not limited to, electronic media) prepared under this Agreement shall become the property of and will be transmitted to District at the conclusion of this Agreement. City may, however, retain one copy for its files and shall have an unrestricted right to reuse standard drawings, details, specifications and other related documents and the right to reuse portions or the information contained in them which are incidental to the project.
- 11.2. Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works are not Works for Hire, City hereby assigns all copyrights to such works to District

12. Workers Compensation

- 12.1. City is aware of and will comply with the requirements of Section 3700 of the Labor Code of the State of California at City's own cost and expense and further, neither City nor its carrier shall be entitled to recover from District any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

13. Counterparts

- 13.1. This Agreement may be executed in counterparts, each of which shall be an original and both of which shall constitute one and the same agreement. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

14. Choice of Law and Venue

- 14.1. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws. Venue for any actions arising hereunder shall be in a court of competent jurisdiction in Alameda County.

15. Merger, Severability, Third-Party Beneficiaries

- 15.1. This Agreement, together with other agreements specifically described or contemplated herein, represents the complete understanding of the parties with reference to the subject matter hereof. If any clause of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable,

the remainder of the Agreement will continue in force to the extent reasonably necessary to give effect to the parties' intent in entering into this Agreement. There are no intended third-party beneficiaries contemplated by the parties in entering into this Agreement.

16. Insurance

16.1 City shall secure and maintain in full force and effect, at all times during the term of this Agreement \$1,000,000 in general liability, workers compensation, and auto liability, in forms and limits of liability acceptable to District, naming District, and its respective officers, employees, and agents as additional insureds from and against all damages and claims, loss or liability, cost or expense arising out of or in any way connected with the performance of this Agreement. City can meet any required obligations through self-insurance.

17. Certifications

17.1 City's signature on this Agreement shall also constitute signature of the Iran Contracting Act certification, attached as Exhibit D, and Debarment and Suspension Certification, attached as Exhibit E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

**ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

By: _____
David Haubert
President, Board of Supervisors

Date: _____

APPROVED AS TO FORM:
Andrea L. Weddle, Interim County Counsel

By: _____
Michael E. Profant
Deputy County Counsel

CITY OF OAKLAND

By: _____

Jestin D. Johnson
City Administrator

Date: _____

APPROVED AS TO FORM:

City Attorney

By: _____

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

EXHIBIT A

SCOPE OF SERVICES

SUMMARY

The Alameda County Flood Control and Water Conservation District (District) owns and maintains flood control facilities within the area designated as Zone 12 which incorporates, in part, the area of the City of Oakland. Through the Collaborative and Clean Creeks Agreement (Agreement), the City of Oakland (City) will assist the District in the protection of District facilities. This Agreement will also help the District provide for flood control measures within Zone 12 and more effectively and efficiently comply with the Clean Water Act/NPDES Permit requirements to protect and enhance water quality. This scope of services includes creek restoration project support, enforcement and compliance, watershed protection, and creek cleanup volunteerism and outreach services to be performed by the City for the benefits described in the above text.

Key Personnel:

Jennifer Stern – Watershed Program Specialist,
Terri Fashing - Division and DD Bond Manager
Mike Perlmutter - Watershed Acquisition and Preservation
Ben Livsey - Watershed Program Specialist
Tiffany Pham - Supervising Civil Engineer
Tadd Tsui, Civil Engineer (to be hired)
consultants hired by the City following the City's procurement requirements.

SERVICES TO BE PROVIDED

I. COLLABORATIVE CREEKS IMPROVEMENT PROGRAM

CREEK RESTORATION PROJECT SUPPORT

The City will pursue projects where the District and the City are partners, where the City implements a restoration project on a District line, and/or where a restoration is in an area that will benefit a District facility. The City will perform tasks to support these projects such as:

Grant Writing

- Research and write grants to prospective funding sources for creek restoration projects.
- Conduct field visits and assist the District with presentations necessary to obtain funding.
- Assist the District with the administration of grants and necessary reporting and correspondence with funding agencies.
- Assist the District with the tracking and completion reports required by funding agencies.

Community Liaison Assistance

- Contact stakeholder organizations and individuals to expand support and participation in the project planning process.
- Coordinate public meetings to gain community input.
- Attend meetings of creek, watershed, and community groups to facilitate communications.
- Write, layout and mail the announcements for public meetings.
- Coordinate the development and distribution of educational materials.

- Conduct media relations regarding restoration and improvement projects, i.e. write press releases and public service announcements, pitch stories to appropriate media outlets on behalf of the District.
- Coordinate media events to celebrate project completion on behalf of the District.

Project Coordination and Management Assistance

- Coordinate with community organizations and neighborhood groups.
- Coordinate with various City departments for permitting, project implementation, park closures, etc.
- Coordinate appropriate regulatory permits for each restoration project.
- Assist District with request for proposal (RFP) processes, including reviewing scopes.
- Manage projects during planning, bid award, design, permitting, construction, and closeout phases.

Project Monitoring and Maintenance Assistance

- Develop monitoring protocol for restoration projects in accordance with funding and permit requirements.
- Track and complete monitoring reports required by permitting and funding agencies.
- Develop appropriate operations and maintenance plans for each restoration project and help coordinate maintenance efforts.

Mitigation Credits

- Work with regulatory agencies to help the District obtain mitigation credits for activities sponsored and funded by the District under this agreement.

ENFORCEMENT AND COMPLIANCE

The City will perform the following activities to respond to reports of illegal dumping, improper vegetation management (including clearing and dumping), illicit discharges, and issues of erosion on creek-side properties and give the highest priority to calls from the District regarding District-affected facilities, including illegally dumped materials within 500 ft. of a waterway. The City will perform evaluation and enforcement tasks such as:

Evaluate Sites

- Respond to calls regarding illegal dumping, vegetation removal and erosion on creek-side properties (District calls are given priority and the City shall respond to such calls within one business day).
- Conduct initial inspection to clearly identify the issue(s).
- Determine the responsible party and contact them to inform them of the issue/violation(s).
- Determine appropriate next actions and next steps to resolve the issue.
- Meet with the responsible party at the site to inform them of the appropriate actions to resolve the issue and meet compliance in the case of a violation.

Enforcement

- Initiate a formal enforcement action by notifying the property owner in writing informing them of the fines and fees that may be incurred if the violation is not rectified within a specific time period.

- Monitor compliance efforts and work closely with the City's Code Enforcement when necessary to ensure compliance.
- Coordinate with other regulatory agencies when appropriate (i.e. California Department of Fish and Wildlife, Army Corps of Engineers, Regional Water Quality Control Board, San Francisco Bay Conservation and Development Commission).

WATERSHED PROTECTION

The City will perform tasks to help protect watersheds and receiving waters such as:

- Provide assistance and/or instructions to creekside property owners to encourage practices that prevent adverse impacts to District facilities.
 1. Assistance may include planning and permitting guidance, technical assistance, educational workshops, providing instructional materials on erosion-control, trash control, vegetation management, stormwater detention, or other assistance to ensure residents understand their legal responsibilities to keep their creek clean and protected. Communication with property owners will not extend beyond the limitation of public agencies' ability to provide assistance on private property.
- Work with the City's Department of Planning and Building on Creek Protection Permit issues that could impact District facilities.
- Work to identify high priority storm drainage improvement projects through the City's Storm Drainage Master Plan process, especially in areas that could benefit District facilities.
- Conduct inclusive and equitable public engagement to inform Oakland's residents on the Storm Drainage Master Plan findings. This will include information on the Flood Control District's and the City's roles in addressing flooding in Oakland.
- Conduct inclusive and equitable public engagement on City storm drainage improvement projects designed to reduce flooding in neighborhoods and local creeks.
- For public projects under construction that could impact District facilities, work with the City's Public Works Design and Construction Bureau (Construction Management) on ensuring that effective BMPs are being implemented by contractors to protect creeks/waterways and storm drains, to prevent erosion/sedimentation, and to ensure stormwater treatment facilities are properly constructed.
- Work with City's Public Works Drainage Division or other appropriate City of Oakland staff on issues related to vegetation management in creeks, storm drainage and overflow from creeks that could impact District facilities.
- Provide Oakland Parks, Recreation, and Youth Development (OPRYD) and Oakland Public Works Parks Maintenance (Parks maintenance) staff with Best Management Practices and training to protect creek-side areas and areas with sensitive habitat that could impact District facilities.
- Work with the City's Keep Oakland Clean and Beautiful Division and the Homeless Encampment Management Team to prioritize debris removal and illegal dumping prevention near creeks, especially in areas that could impact District facilities.
- Work with the Oakland Fire Department (OFD) to encourage implementation of proper vegetation management techniques by creekside property owners for creekside and sloped properties to prevent management activities, that could impact District facilities. This could include the following:
 1. Offer training for OFD vegetation inspectors and vegetation removal contractors working for the City of Oakland to avoid mismanagement of vegetation that could impact District facilities.

- 2. Provide technical guidance to help OFD vegetation inspectors identify creekside and sensitive habitat to provide appropriate direction to property owners.
- Work collaboratively with regulators to implement programs and projects focused on meeting water quality objectives for dissolved oxygen in Lake Merritt and to respond to harmful algae blooms in Lake Merritt.
- Provide information on the City’s website about creek and watershed protection, the Creek Protection Ordinance, and links to the District’s website as well as other helpful resources for residents, property owners, and businesses on creekside properties.

II. CLEAN CREEKS PROGRAM

COMMUNITY CREEK EFFORTS

The City will support creek adoptions including but not limited to producing outreach materials; recruiting community creek adopters; working with adopters to design and implement projects; providing tools and debris pickup services; and providing specialized, as-needed support to new adopters and guidance for volunteers interested in adopting District-owned or maintained areas, in coordination with the appropriate District staff.

CITYWIDE CREEK CLEANUP EVENTS

The City will plan and host semi-annual citywide cleanup and beautification events on Earth Day in April and on Creek to Bay Day in September. These events may include creek and shoreline cleanups, upstream on-land cleanups, and other creek and water quality related outreach events. The City will produce event outreach and publicity; provide training for community site coordinators; coordinate staging locations with community site coordinators; provide tools and trash and green waste pickup services; and coordinate with District maintenance staff for cleanup of District facilities.

CREEKS WEBSITE

The City will maintain creek-related web pages on the City of Oakland website, with information about: creek adoption and other volunteer opportunities; outreach materials; event updates; and links to other informative websites.

PRESS

The City will draft and disseminate periodic press releases promoting upcoming events and highlighting local creek activities.

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The City will provide the District with annual reports that will be due on a mutually agreed upon schedule.

Work shall be performed only after a written action plan has been approved in writing by both the District and City, specifying the tasks to be performed under this Scope of Work, and the District has provided the City with a written Notice to Proceed.

EXHIBIT B

PAYMENT OF SERVICES

PAYMENT FOR SERVICES PROVIDED:

- The District will reimburse the City for all staff labor, materials, and expenses incurred in the proper execution of this Agreement up to the not-to-exceed amounts specified herein.
- City acknowledges that District does not guarantee that any specific amount of work will be assigned to City during any particular year of this Agreement.
- All invoices shall include hours worked, employee classification and pay rate, consultant invoices, and copies of all receipts for all materials and expenses. Payment will not be made without proper documentation of costs.
- The frequency of invoicing shall be no less than monthly.
- Each invoice shall be accompanied by a narrative describing the work performed in each task area for the period covered by the invoice.
- Upon receipt of completed and itemized invoices, District will pay according to the following rate schedule. All hourly rates are to be based on classification and actual salary. Included fringe and indirect cost must be in accordance with 2 CFR Part 200, Appendix IV.

Employee Classification	Pay Rate/Hour
Program Analyst II	\$115 - 125
Program Analyst III	\$130 - \$140.
Watershed Program Supervisor	\$150 - \$160.
Project Manager II	\$210. - \$220.
Capital Improvement Project Coordinator	\$155 -\$165
Supervising Civil Engineer	\$200 - 210
Civil Engineer	\$165 – 175
Assistant Engineer	\$145 - 155

EXHIBIT C

**COUNTY OF ALAMEDA AND ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT 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	\$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	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Alameda County Flood Control and Water Conservation District, County of Alameda, and their respective Boards of Supervisors, the individual members thereof, and their respective County officers, agents, employees, and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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, shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All required insurance shall be endorsed 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 right to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D

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

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

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

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

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

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____