



**INDEPENDENT CONTRACTOR AGREEMENT
SAN JOAQUIN COUNTY**

CONTRACT ID# 2018-19

Contract Amount \$1,034,527

PARTIES:	COUNTY:	County of San Joaquin Purchasing & Support Services 44 N. San Joaquin Street Suite 540 Stockton, CA 95202-2931
	With copies to:	County of San Joaquin
	DEPARTMENT:	PROBATION 575 W. Mathews Road French Camp, CA 95231 Stephanie L. James (209) 468-4070 sjames@sigov.org
	CONTRACTOR	City of Stockton 22 E. Market Street Stockton, CA 95202 Eric Jones, Chief of Police 209-937-8217 Eric.jones@stocktongov.com
	With copies to:	City of Stockton City Manager's Office 425 N. El Dorado Street Stockton, CA

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I. THE PARTIES TO THE AGREEMENT

This Agreement is made and entered into this first day of July, 2018, by and between City of Stockton, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for PROBATION (hereinafter "COUNTY").

II. THE PURPOSE OF THE AGREEMENT

The purpose of this agreement is for the CONTRACTOR to provide the Community Corrections Partnership (CCP) Task Force services for San Joaquin County's Public Safety Realignment program (AB109).

III. ORDER FOR PRECEDENCE

A. Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations; this Agreement and its exhibits.
2. San Joaquin County Public Safety Realignment Request Form submitted on behalf of the Police Departments of San Joaquin County to the Community Corrections Partnership (CCP).

IV. THE SCOPE OF SERVICES

A. Scope of Professional Services:

CONTRACTOR agrees to coordinate a Community Corrections Partnership (CCP) Task Force involving City Police Departments throughout San Joaquin County. CONTRACTOR will serve as the host agency and provide necessary office space. CONTRACTOR will provide (1) Police Sergeant, responsible for day-to-day supervision of all Task Force members and their activities. (4) Police officers from other city jurisdictions within San Joaquin County will collectively determine which of their agencies will employ those personnel for full time assignment to the Task Force and (1) Sheriff Deputy for Lathrop. Police Departments that do not participate with full-time staff may contribute part-time staff on a voluntary and/or ad hoc basis. All police agencies in San Joaquin County will have access to the Task Force services and resources, regardless of their level of participation.

B. Command and Control:

The host agency will be responsible for the day-to-day operation of the Task Force. The Task Force supervisor (Stockton Police Department Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the police manager will report to the Police Chief member of the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

C. Mission and Scope:

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison realignment.

The Task Force will focus on problematic realignment offenders, including those who:

- Wanted for a compliance violation and/or a new crime
- Have a history of violence
- Have been deemed a repeat offender
- Have been deemed at high risk of becoming a repeat offender.

The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model. Activity and deployment strategies will include:

- Utilizing crime analysis data, offender data, and other information to prioritize work and ensure deployment practices and activities are conducted effectively and efficiently.
- Conducting frequent offender compliance checks, especially during weekends and evening hours.
- Initiate contact and become familiar with offenders recently released from custody.
- Actively searching for wanted persons, especially those identified as serious or habitual offenders or who are likely to commit new crimes.
- Working closely with patrol, investigations, and various special enforcement units in the area to gather, analyze, and exchange criminal intelligence information.
- Frequently deploy to community "hot spots" and other areas where offenders are likely to gather and crime often occurs.
- Working closely with the Probation Department and other agency partners to encourage offenders to comply with the terms of their release, participate in vast programming opportunities, and avoid committing new offenses.

- Serving as an individual and collective resource that can help educate members of each law enforcement agency on the purpose and intent of realignment.
- Working a flexible schedule which may include various evenings, nights, weekends, and holidays. This is necessary to provide attention to offenders when Probation Officers and other personnel are not at work.

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

V. GENERAL PROVISIONS

A. Term of Agreement:

This Agreement shall commence when fully executed through the 30th day of June, 2019, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

B. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

C. Compensation:

The COUNTY agrees to pay the CONTRACTOR the hourly amounts as indicated on the contractor's hourly rate sheet. The total payments made for services performed pursuant to this Agreement shall be per task on an actual cost basis and shall not exceed identified per task costs. Notwithstanding the foregoing, the total contract shall not exceed **ONE MILLION THIRTY-FOUR THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS and no/cents (\$1,034,527).**

D. Invoicing:

The CONTRACTOR shall submit invoices on a monthly basis, by the 15th of each month. The invoice must be accompanied by supporting documentation including, but not limited to, General Ledger detail, Payroll Register, and Personnel Activity Report(s). The monthly billing format shall clearly indicate the current period of request for payment, original budget amount, amount requested for the current billing period, cumulative expenditures

through the current period of request for payment, and budget balance after reimbursement. All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from the CONTRACTOR.

LATE FEES: Government Code 926.10 “....any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum.”

E. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. The COUNTY will issue a Form 1099 at year-end for fees earned.

F. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of CONTRACTOR, the CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

G. Non Exclusive Rights:

This Agreement does not grant to the CONTRACTOR any exclusive privileges or rights to provide services to the COUNTY. The CONTRACTOR may contract with other counties, private companies or individuals for similar services.

H. Indemnification:

The CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active

and/or passive negligence or willful misconduct of the CONTRACTOR, its employees, officers, agents or Subcontractors.

The CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

I. Insurance

1. 1. The CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing the COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement ISO CG 25 03 or ISO CG 25 04), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. The CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

2. The CONTRACTOR agrees that the CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by the CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

3. General Liability Limits

a. BI & PD combined/per occurrence/Aggregate	\$1,000,000.00
b. Personal Injury/Aggregate	\$1,000,000.00
c. Automobile Liability/per occurrence	\$1,000,000.00

1) The CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

4. Professional Liability

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- a. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. \$1,000,000.00
- 5. Workers' Compensation and Employer's Liability Statutory requirement
- 6. Employment Practices Liability Insurance with limit of no less than \$1,000,000.00
 - a. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

J. Discrimination:

The CONTRACTOR shall not discriminate because of because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (Government Code sections 12940, 12945, 12945.2). The Contractor shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

K. ADA Compliance:

The CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

L. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless

otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

M. Termination:

1. **Termination for Cause:** If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which the COUNTY may be entitled, either at law, in equity, or under this Agreement.
2. **Termination for Convenience:** In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.
3. **Funding out Clause:** If the County Board of Supervisors fails to appropriate funds to enable the County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the CONTRACTOR will be given written notice of such termination.
4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, CONTRACTOR shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this contract.
5. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that CONTRACTOR can legally cancel; COUNTY shall not be liable for any expenses incurred by CONTRACTOR subsequent to the notice of termination

N. Conflict of Interest Statement:

The CONTRACTOR covenants that the CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the CONTRACTOR under this Agreement. The CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the

written approval of the COUNTY. Performance of services under this Agreement by associates or employees of the CONTRACTOR shall not relieve the CONTRACTOR from any responsibility under this Agreement.

O. Drug Free Workplace:

The CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

P. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

Q. Compliance:

1. The CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, the CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. The CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
2. The CONTRACTOR shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

R. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

S. Public Record (Section 9.11)

All bids become property of the COUNTY. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not to consider proprietary information.

The COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid. The CONTRACTOR agrees to defend and indemnify the COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of the COUNTY.

T. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to the COUNTY forthwith upon the COUNTY written demand, termination or completion of the work under this Agreement.

U. San Joaquin County Green Purchasing Policy:

1. San Joaquin County has a Green Purchasing Policy; please click on the link to view.: <http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>
2. The COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.
3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

V. Work Product:

The COUNTY and the CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by the CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then the CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", the CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 2018 County of San Joaquin. All rights reserved.

W. Data Security – Confidentiality

1. ***Acknowledgment of access to information characterized as covered data:*** The CONTRACTOR acknowledges that its contract/purchase order ("Agreement") with the COUNTY of San Joaquin, California ("County") may allow the CONTRACTOR access to confidential COUNTY information or the COUNTY provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by the CONTRACTOR ("Covered Data") which is subject to state laws that restrict the use and disclosure of the COUNTY information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the COUNTY policies, and the provisions of this Agreement. The CONTRACTOR agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.
2. ***Prohibition on unauthorized use or disclosure of covered data and information:*** The CONTRACTOR agrees to hold Covered Data received from or created on behalf of the COUNTY in strictest confidence. The CONTRACTOR shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by the COUNTY. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, CONTRACTOR will notify the COUNTY in writing prior to any disclosure in order to

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give the COUNTY an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the COUNTY.

3. ***Safeguard standard:*** The CONTRACTOR agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. The CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.
4. ***Return or destruction of covered data and information:*** Upon termination, cancellation, expiration or other conclusion of the Agreement, the CONTRACTOR shall return the Covered Data to the COUNTY unless the COUNTY requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, the CONTRACTOR shall certify in writing to the COUNTY that the return or destruction has been completed.
5. ***Reporting of unauthorized disclosures or misuse of covered data and information:*** The CONTRACTOR shall report, either orally or in writing, to the COUNTY any use or disclosure of Covered Data not authorized by this Agreement or in writing by the COUNTY, including any reasonable belief that an unauthorized individual has accessed Covered Data. The CONTRACTOR shall make the report to the COUNTY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after the CONTRACTOR reasonably believes there has been unauthorized use or disclosure. The CONTRACTOR'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the COUNTY Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure. The CONTRACTOR shall provide the COUNTY other information, including a written report, as reasonably requested by the COUNTY.
6. ***Examination of records:*** The COUNTY and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the CONTRACTOR involving transactions and work related to this Agreement until the expiration of five years after final

payment hereunder. The CONTRACTOR shall retain project records for a period of five years from the date of final payment.

7. **Assistance in litigation or administrative proceedings:** The CONTRACTOR shall make itself and any employees, subcontractors, or agents assisting the CONTRACTOR in the performance of its obligations under the Agreement available to the COUNTY at no cost to the COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against the COUNTY, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.
8. **No third-party rights:** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
9. **Survival:** The terms and conditions set forth shall survive termination of the Agreement between the parties.

X. Attorney's Fee:

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

Y. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

[THIS SPACE LEFT INTENTIONALLY BLANK]

VI. EXECUTING PARTIES

- A. IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement effective on the day and year first written above.

CITY OF STOCKTON, a municipal
Corporation
425 N. El Dorado St. Stockton, CA
95202

By: _____
Kurt O. Wilson, City Manager
"CONTRACTOR"

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

By: _____
Robert V. Elliott, Chair
Board of Supervisors
San Joaquin County,
State of California
"COUNTY"

ATTEST: Mimi Duzenski
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

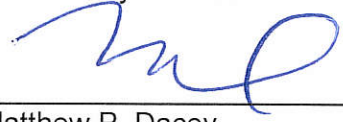
By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Phaedra A. Norton,
Deputy City Attorney

APPROVED AS TO FORM
Office of County Counsel

By:  _____
Matthew P. Dacey,
Deputy County Counsel