

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF GARDEN GROVE**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this Fifteenth day of April 2016,
8 which date is enumerated for purposes of reference only, by and between the CITY
9 OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF
10 ORANGE, a political subdivision of the State of California, hereinafter referred to as
11 "COUNTY".

12 **WITNESSETH:**

13 **WHEREAS**, CITY wishes to contract with COUNTY for enhanced major
14 crime scene investigation and related services; and

15 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
16 authorized in Government Code Sections 51301 and 55632, on the terms and
17 conditions hereinafter set forth,

18 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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A. TERM:

The term of this Agreement shall be for five (5) years, commencing July 1, 2016 and terminating June 30, 2021 unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or CITY may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

C. REGULAR SERVICES BY COUNTY:

1. COUNTY, through its Sheriff-Coroner Department, hereinafter referred to as "SHERIFF", shall render to CITY enhanced major crime scene investigation services as provided in Subsection C-2 and C-3 below. Major crimes generally include, but may not be limited to, homicide, aggravated assault, and rape, and the services provided by COUNTY pursuant to this Agreement shall be limited to the investigation of said crimes committed within the city limits of CITY. COUNTY shall provide the services described herein for such crimes when requested by CITY's designated police staff, to the extent that requested services reasonably can be provided by the SHERIFF personnel assigned to provide services hereunder within the working hours specified herein.
2. SHERIFF shall provide all staffing, supervision, management, training, services, supplies and equipment necessary to deliver services as provided in this Agreement. Services will include court testimony by assigned SHERIFF staff pertaining to the investigation services provided pursuant to this Agreement.
3. SHERIFF shall provide CITY with services as follows:
 - a. One (1) Lead Forensic Specialist - The Lead Forensic Specialist will be a dedicated position, assigned to CITY's Police Department casework on a full-time basis to conduct fingerprint examinations, automated Fingerprint

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 Identification System tenprint and latent fingerprint entry and tasks and
3 projects that support the operation of CITY. The Lead Forensic
4 Specialist may respond to major crime scenes while on duty to provide
5 crime scene investigation services. Office hours will be eight hours per
6 day Monday through Friday, with 4 days per week served at CITY's
7 Police Department facility and 1 day per week served at the SHERIFF's
8 Brad Gates Forensic Science Center, unless a different work schedule is
9 requested by CITY and approved by SHERIFF. "Assignment on a full
10 time basis" means that the assigned COUNTY employee will devote 80
11 hours per two-week pay period, less paid holidays, vacation, sick leave
12 and other types of short-time paid leave available to said employee
13 pursuant to applicable COUNTY personnel policy, providing services
14 pursuant to this Agreement. If the assigned COUNTY employee takes
15 vacation or other leave for a period in excess of 10 successive working
16 days, SHERIFF shall assign another employee of similar rank and skill
17 level to perform services hereunder for the remainder of the assigned
18 employee's extended leave.

19 b. One (1) Forensic Scientist III -The Forensic Scientist III position will be
20 assigned to CITY's casework but will work at the SHERIFF's Brad Gates
21 Forensic Science Center. This aggregate position will be filled by more
22 than one COUNTY employee and will provide coverage during normal
23 business hours from approximately 8:00 a.m. to 5 p.m. for CITY DNA
24 casework analysis. This aggregate position will provide services for an
25 average of 80 hours per two week pay period less County holidays.

26 c. One (1) Forensic Specialist -The Forensic Specialist position will be
27 assigned to CITY's casework but will work at the SHERIFF's Brad Gates
28 Forensic Science Center. This aggregate position will be filled by more

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 than one COUNTY employee and will provide coverage from 6:00 a.m. to
3 1:30 a.m., seven days a week, for crime scene investigation and
4 evidence gathering services provided by the Identification Bureau on
5 major crimes. This aggregate position will also provide sequential
6 chemical processing of evidence items for latent fingerprints, provide
7 supplemental latent fingerprint processing services, provide assistance to
8 the Lead Forensic Specialist(s) in processing major crime scenes,
9 process digital media submitted by Garden Grove Police Department,
10 print proof sheets, print enlargements and create CD's of photographs
11 upon request.

12 d. SHERIFF will provide on-call services for crime scene investigations of
13 major crimes from 1:30 a.m. to 6:00 a.m. These services may be
14 performed by the Lead Forensic Specialist position or any of the position
15 classifications authorized by this agreement, as assigned by the
16 SHERIFF.

17 e. SHERIFF provided services may include overtime, projected at 140
18 hours per year, with a projected maximum obligation of \$9,422. CITY will
19 be charged at actual rates based upon position classification working
20 overtime.

21 **4. Supplies and Film Processing**

22 a. COUNTY will provide supplies needed for crime scene investigations
23 conducted by SHERIFF.

24 Included in the supplies to be provided by COUNTY will be digital media
25 submitted by SHERIFF to the SHERIFF's photo lab, in conformance with
26 existing SHERIFF's policies.

27 b. Digital media supplies for cases investigated by CITY personnel is not
28 included in the services and supplies to be provided by COUNTY

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 pursuant to this Agreement, but may be provided, at the option of the
3 SHERIFF, upon payment by CITY of the full additional costs thereof.

4 **D. DUTIES OF CITY:**

- 5 1. CITY shall provide (a) a safe, clean, adequate work space at its Police
6 facility for COUNTY's Lead Forensic Specialist assigned pursuant to this
7 Agreement, and (b) any equipment and supplies not specified herein that
8 said Lead Forensic Specialist needs to provide services hereunder.
- 9 2. CITY and its police personnel shall cooperate with and appropriately assist
10 SHERIFF personnel providing services pursuant to this Agreement, so as to
11 further the Parties' shared goal of ensuring that investigations of major
12 crimes committed in CITY are conducted accurately, efficiently and in a
13 timely fashion, in accordance with the highest professional standards.

14 **E. PAYMENT:**

- 15 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
16 COUNTY the costs of the services, equipment and supplies provided by
17 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
18 benefits, mileage, services, supplies, equipment, and divisional, department
19 and COUNTY Overhead.
- 20 2. The cost of regular services, equipment and supplies provided by COUNTY
21 for the period from July 1, 2016 through June 30, 2017 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Personnel Costs:	
• One (1) Lead Forensic Specialist	\$ 151,005
• One (1) Forensic Scientist III	\$ 195,885
• One (1) Forensic Specialist	\$ 110,184
• Aggregate Overtime	\$ 9,422
TOTAL COST	<u>\$ 466,496</u>

1 **E. PAYMENT: (Continued)**

2 3. COUNTY shall invoice CITY monthly. During the period July 1, 2016
3 through June 30, 2017, said invoices will require payment by City of one-
4 twelfth (1/12) of the cost for services referenced in paragraph E-2 of this
5 Agreement.

6 The overtime hours included in the Agreement are only an estimate.
7 SHERIFF shall notify CITY of actual overtime worked during each fiscal
8 year. If actual overtime worked is less than the budgeted amount, SHERIFF
9 shall provide a credit to the CITY. Prior to working overtime which will
10 exceed the annual budget, SHERIFF shall advise CITY of anticipated hours
11 over budget and receive CITY's concurrence to pay additional cost. CHIEF
12 OF POLICE for CITY is authorized to provide concurrence to pay for the
13 increased amount for overtime at the same overtime billing rate in effect at
14 the time the hours were worked.

15 4a. By April 15, 2017, 2018, 2019, and 2020, SHERIFF shall submit to CITY,
16 in writing, a recommended level of service and an estimate of the costs
17 to COUNTY of providing said services to CITY in the following fiscal
18 year. Said estimate shall reflect the full anticipated costs to COUNTY of
19 providing said services, equipment and supplies and shall be computed
20 by SHERIFF in accordance with current COUNTY cost data. Within
21 thirty days after receipt of said cost estimate, CITY shall transmit to
22 SHERIFF its written acceptance or rejection of said estimates. CITY's
23 Chief of Police is hereby authorized to determine whether to accept or
24 reject said cost estimates.

25 b. If CITY accepts said cost estimate, then SHERIFF or her designee, on
26 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
27 authorized to execute a written amendment to this Agreement reflecting
28 the service level and CITY's obligation to pay said cost for the ensuing

1 fiscal year. Said amendment shall not change other terms and
2 conditions of this Agreement, except the service level and cost, unless
3 first approved by COUNTY's Board of Supervisors and CITY's Council.
4 SHERIFF and CITY's Chief of Police shall cause originals of any
5 amendments to this Agreement that are executed to be filed with
6 COUNTY's Clerk of the Board of Supervisors and CITY's Clerk
7 immediately upon execution.

8 c. If the Parties are unable to agree by June 30 of any fiscal year on the
9 level of service to be provided by COUNTY to CITY or on the amount to
10 be paid by CITY for services to be provided by COUNTY for the following
11 fiscal year, this Agreement will terminate as of September 30 of the
12 following fiscal year. The period of July 1 through September 30, if
13 applicable, provides the Parties up to the date of termination on
14 September 30 to continue contract negotiations. During said period of
15 continuing negotiations July 1 through September 30, COUNTY will
16 provide the level of service provided in the preceding fiscal year, and
17 CITY shall be obligated to pay the cost of such services provided in the
18 prior fiscal year. The full cost of such services may exceed the cost of
19 similar services provided in the prior fiscal year.

20 5. CITY shall pay COUNTY in accordance with COUNTY Board of
21 Supervisors' approved County Billing Policy, which is attached hereto as
22 Attachment A, and incorporated herein by this reference.

23 6. COUNTY shall charge CITY late payment penalties in accordance with
24 COUNTY Board of Supervisors' approved County Billing Policy.

25 7. At the time this is executed, there are unresolved issues pertaining to
26 potential increases or decreases in salaries and benefits for COUNTY
27 employees. The cost of such potential increases or decreases are not
28 included in the Fiscal Year 2016-17 costs set forth in Subsection E-2 of this

1 **E. PAYMENT: (Continued)**

2 Agreement. If COUNTY incurs or becomes obligated to pay for any such
3 increases for or on account of personnel whose costs are included in the
4 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
5 in addition to the cost of service set forth in Subsection E-2 of this
6 Agreement, the full costs of said increases to the extent such increases are
7 attributable to work performed by such personnel after July 1, 2016, and
8 CITY's cost of service hereunder shall be deemed to have increased
9 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
10 basis over the portion of the period between July 1, 2016 and June 30, 2017
11 remaining after COUNTY notifies CITY that increases are payable.

12 In the event that salaries and benefits costs for COUNTY employees
13 decrease for or on account of personnel whose costs are included in the
14 calculations of costs charged to CITY hereunder, COUNTY shall notify CITY
15 of decreased cost and bill accordingly.

16 **F. NOTICES:**

17 1. Except for the notices provided for in subparagraph 2 of this paragraph, all
18 notices authorized or required by this Agreement shall be effective when
19 written and deposited in the United States mail, first class postage prepaid
20 and addressed as follows:

21 **CITY:** INVESTIGATIONS COMMANDER
22 GARDEN GROVE POLICE DEPARTMENT
23 11301 ACACIA PARKWAY
24 GARDEN GROVE, CA 92840-5310

25 **COUNTY:** DIRECTOR
26 ORANGE COUNTY CRIME LABORATORY
27 SHERIFF-CORONER DEPARTMENT
28 320 NORTH FLOWER STREET
SANTA ANA, CA 92703

1 **F. NOTICES: (Continued)**

2 LAW ENFORCEMENT CONTRACT MANAGER
3 SHERIFF-CORONER DEPARTMENT
4 FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
5 320 NORTH FLOWER STREET
6 SANTA ANA, CA 92703

7 2. Termination notices shall be effective when written and deposited in the
8 United States mail, certified, return receipt requested and addressed as
9 above.

10 **G. STATUS OF COUNTY:**

11 COUNTY is, and shall at all times be deemed to be, an independent contractor
12 and shall be wholly responsible for the manner in which it performs the services
13 required of it by the terms of this Agreement. Nothing herein contained shall be
14 construed as creating the relationship of employer and employee, or principal
15 and agent, between CITY and COUNTY or any of COUNTY's agents or
16 employees. Nothing herein contained shall be construed as creating the
17 relationship of employer, or principal and agent, between COUNTY and any of
18 CITY's agents or employees. COUNTY and its SHERIFF shall retain all
19 authority for rendition of services, standards of performance, control of
20 personnel, and other matters incident to the performance of services by
21 COUNTY pursuant to this Agreement. COUNTY, its agents and employees,
22 shall not be entitled to any rights or privileges of CITY employees and shall not
23 be considered in any manner to be CITY employees. CITY, its agents and
24 employees shall not be entitled to any rights or privileges of COUNTY
25 employees and shall not be considered in any manner to be COUNTY
26 employees.

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1 **H. STATE AUDIT:**

2 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
3 subject to examination and audit by the State Auditor for a period of three (3)
4 years after final payment by CITY to COUNTY under this Agreement. CITY
5 and COUNTY shall retain all records relating to the performance of this
6 Agreement for said three-year period, except that records pertaining to any
7 audit then in progress, or any claim or litigation shall be retained beyond said
8 three-year period until final resolution of said audit, claim or litigation.

9 **I. ALTERATION OF TERMS:**

10 This Agreement fully expresses all understanding of CITY and COUNTY with
11 respect to this subject matter of this Agreement, and shall constitute the total
12 Agreement between the parties for these purposes. No addition to, or
13 alteration of, the terms of this Agreement shall be valid unless made in writing,
14 formally approved and executed by duly authorized agents of both parties.

15 **J. INDEMNIFICATION:**

16 1. COUNTY, its elected and appointed officials, officers, employees, agents,
17 subcontractors, independent contractors and those special districts and
18 agencies for which COUNTY's Board of Supervisors acts as the governing
19 Board ("COUNTY INDEMNITEES") shall not be deemed to have assumed
20 any liability for the negligence or any other act or omission of CITY or any of
21 its officers, agents, employees, subcontractors or independent contractors,
22 or for any dangerous or defective condition of any public street or work or
23 property of CITY, or for any illegality or unconstitutionality of state statutes or
24 CITY's municipal ordinances. CITY agrees to indemnify, defend with
25 counsel approved in writing by COUNTY, and hold all COUNTY
26 INDEMNITEES harmless from any claims, demands or liability of any kind or
27 nature, including but not limited to personal injury or property damage,
28 arising from or related to the services, products or other performance

1 **J. INDEMNIFICATION: (Continued)**

2 provided by City and including those based or asserted upon the condition of
3 any public street or work or property of CITY, or upon the illegality or
4 unconstitutionality of any state statute or municipal ordinance of CITY of
5 which SHERIFF has investigated an alleged or actual violation, or upon any
6 act or omission of CITY, its officers, agents, employees, subcontractors and
7 independent contractors related to this Agreement. If judgment is entered
8 against CITY and COUNTY by a court of competent jurisdiction because of
9 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
10 CITY and COUNTY agree that liability will be apportioned as determined by
11 the court. Neither party shall request a jury apportionment.

12 2. COUNTY agrees to defend, indemnify, and hold CITY, and its elected and
13 appointed officials, officers, employees, agents, subcontractors and
14 independent contractors harmless from any claims, demands or liability of
15 any kind or nature, including but not limited to personal injury or property
16 damage, arising from or related to the services, products or other
17 performance provided by COUNTY pursuant to this agreement. If judgment
18 is entered against COUNTY and CITY by a court of competent jurisdiction
19 because of the concurrent active negligence of CITY, COUNTY and CITY
20 agree that liability will be apportioned as determined by the court. Neither
21 party shall request a jury apportionment.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT
in the County of Orange, State of California.

DATED: _____
CITY OF GARDEN GROVE

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:
BY: *Omar Landora*
City Attorney

DATED: _____

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

Signed and certified that a copy of this
Document has been delivered to the Clerk
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

BY: *[Signature]*
Deputy

DATED: *4/11/16*

**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.