

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification.**

Department: Public Works

Subject: Building and Property Management Services for 968 23rd Street, Richmond, CA 94804

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Weigh of Life

Capacity: California nonprofit corporation

Address: 968 23rd Street, Richmond, CA 94804

3. **Term.** The effective date of this Contract is October 15, 2024. It terminates on September 30, 2025 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 28,750.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

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9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By: _____ Chair/Designee	ATTEST: Clerk of the Board of Supervisors By: _____ Deputy
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CONTRACTOR

Signature A Name of business entity: Weigh of Life By: _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Signature B Name of business entity: Weigh of Life By: _____ (Signature of individual or officer) _____ (Print name and title B, if applicable.)
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section III. (Payment Provisions) of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number: _____

SERVICE PLAN

- I. **CONTRACTOR OBLIGATIONS**: Contractor shall do the following:
- a. Coordinate and communicate with tenants, users, contractors and County staff to ensure that the County-owned building located at 968 23rd Steet in Richmond (the “Building”) operates efficiently, and any issues related to Building maintenance or operation are promptly addressed.
 - b. Establish, with input from the County, rules for the use of the Building that include the limitations on the use of the Building set forth in Section II below.
 - c. Oversee the day-to-day operations of the Building, including booking events, providing access to the Building for scheduled events, maintaining a periodic presence onsite during scheduled events to ensure Building users adhere to all Building rules, opening the Building prior to every scheduled event, and securing the Building after every scheduled event.
 - d. Process rental applications in a timely manner. Collect evidence of insurance required of renters. Collect and process payment from renters.
 - i. Contractor has the option of collecting (i) one check from the renter, which would be made payable to Contra Costa County in the amount of the rental fee plus the cleaning and security deposit, or (ii) two checks from the renter, one of which would be made payable to Contra Costa County for the rental fee and the other made payable to Weigh of Life in the amount of the cleaning and security deposit. If Contractor receives one check from the renter, Contractor may deduct the cost of janitorial/cleaning services provided in connection with a scheduled event from the rental payment received for the event.
 - ii. All rental funds collected from Building occupancy and rental agreements are to be mailed to the County’s Principal Real Property Agent within one week of receipt. Checks are to be mailed to: Contra Costa Public Works Department, 40 Muir Road, Martinez, CA 94553, Attn: Principal Real Property Agent. If payments are made by renters in cash, Contractor shall deposit the cash in Contractor’s own account and transmit the amount due to the County by check.

Initials: _____
Contractor County Dept.

- e. Ensure the Building interior is maintained in a clean, sanitary and tidy condition, including the restrooms. Engage a janitorial/cleaning service for this purpose as necessary.
- f. Maintain records and prepare reports on Building use and expenses: The Contractor shall maintain a spreadsheet of the rentals that includes renter information, amounts paid, expenses deducted and date of remittance to the County. Contract shall cause any repairs or maintenance issues to be included in the report. Contractor shall send the spreadsheet to the County within two weeks after the close of the month.
- g. Perform regular inspections of the Building to identify repair and maintenance needs and report findings to the County's Principal Real Property Agent or her designee and Ronnie Mills, a staff member in Supervisor John Gioia's office.

II. LIMITATIONS ON USE OF THE BUILDING

- a. The second floor of the Building is not to be used under any circumstances.
- b. Use of the kitchen is limited to using the counter space and sinks. Use of kitchen appliances is prohibited, including use of the stove.
- c. All parties reserving space in the Building for an event must provide proof of insurance prior to the event.
- d. No alcohol may be served on the Property unless evidence of a valid liquor license is provided prior to the event.

III. PAYMENT PROVISIONS

The County shall pay Contractor \$2,500.00 per month for the work performed under Contractor Obligations. Payments will be sent to Contractor monthly in arrears.