

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20R401000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$90,000.00 (Ninety Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
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Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - 04/2017	*
Exhibit D	Special Terms and Conditions	1
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

CONTRACTOR BUSINESS ADDRESS

2200 Fresno Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Ernest Buddy Mendes

TITLE

Chairman Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6-23-2020

Org: 28624500
 Fund: 0001
 Acct: 7295
 SC: 10000
 Prog: 0

ATTEST:

BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By Susan Bishop Deputy

2120-20R401000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER

20R401000

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

R.E. Sidley

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

7.24.2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED

AUG 25 2020

BK:skb

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. The County of Fresno, Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with Gang Task Force participation in the County of Fresno, Multi-Agency Gang Enforcement Consortium (MAGEC) provided by the CHP Central Division office as described in Attachment 1, Memorandum of Understanding.
 - A. CHP Central Division office shall provide three (3) officers. With the exception of overtime payments, per diem, and business expenses, all salary and benefits for the officers will be paid by the CHP and not reimbursed by the task force fund.
 - B. The Task Force Participation to be performed by CHP officers/sergeant under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
2. The services shall be provided during:
 The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Representatives listed below, or designee(s). Any changes to the proposed plan such as additional hours, dates, and sites for Task Force Participation can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and County of Fresno.
3. The project representatives during the term of this Agreement will be:

STATE AGENCY Department of California Highway Patrol Central Division Office		CONTRACTEE County of Fresno, District Attorney's Office	
NAME Captain Kevin Clays		NAME Steven Rusconi, Business Manager	
ADDRESS 5179 North Gates Avenue, Fresno, CA 93722		ADDRESS 2200 Fresno Street, Fresno, CA 93721	
TELEPHONE NUMBER (559) 277-7250	FAX NUMBER (559) 277-7263	TELEPHONE NUMBER (559) 600-4447	FAX NUMBER (559) 600-4100
EMAIL kclays@chp.ca.gov		EMAIL srusconi@co.fresno.ca.us	
Direct inquires to:			
STATE AGENCY Department of California Highway Patrol Business Services Section, Contracts Services Unit			
NAME Lisa Johnson, Contract Analyst			
ADDRESS 601 North 7 th Street, Sacramento, CA 95811			
TELEPHONE (916) 843-3639			
EMAIL lisa.johnson@chp.ca.gov			

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

4. Detailed description of work to be performed:

- A. The CHP Central Division office shall provide three (3) CHP officer(s) for thirty-six (36) months to support MAGEC through conducting gang operations.
- B. It is understood by County of Fresno that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified below in item D.
- C. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, County of Fresno agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, County of Fresno will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, The County of Fresno agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, the County of Fresno will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

5. Cancellation of Services

County of Fresno shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

- A. County of Fresno agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- B. County of Fresno agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, County of Fresno shall only be charged a cancellation fee of \$50.00 per assigned CHP officer(s).
- C. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- D. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide County of Fresno with an itemized invoice which details all CHP costs for gang task force participation under this Agreement.

Monthly itemized invoice(s) will be submitted in duplicate to:

County of Fresno
ATTN: Steven Rusconi, Business Manager
2200 Fresno Street
Fresno, CA93721

County of Fresno agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. This Agreement includes hourly usages for the traffic control services. The following information is the CHP's officer overtime rates effective Fiscal Year 19/20, until superseded:

CLASSIFICATIONS/VEHICLE

OVERTIME RATES

CHP Officer

97.43 per hour

- C. In consideration for the services contained herein, County of Fresno agrees to reimburse the CHP upon receipt of an itemized invoice. County of Fresno agrees to reimburse the CHP for the actual hours worked at the rates below. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, County of Fresno shall pay the increased rate.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and County of Fresno agree this Agreement may be cancelled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and County of Fresno agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. The County of Fresno agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of the County of Fresno.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed within ten (10) days by the parties normally responsible for the administration of this Agreement, shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

MEMORANDUM OF UNDERSTANDING REIMBURSEMENT OF CHP OVERTIME

This is a non-binding Memorandum of Understanding (MOU) between the District Attorney's Office (signatory agency) and the California Highway Patrol (CHP) Central Division regarding participation in a multi-agency law enforcement partnership titled Multi-Agency Gang Enforcement Consortium (hereinafter referred to as "MAGEC").

PURPOSE

The purpose of this MOU is to establish a process that will allow the CHP to be reimbursed for MAGEC-related overtime.

ROLES AND RESPONSIBILITIES

The District Attorney (DA), as the signatory agency in this MOU, shall:

1. Act as the lead agency to administer the funds for the MAGEC program.
2. Assist CHP as needed with accessing project related information and data needed to adequately conduct gang operations and enforcement relating to MAGEC.
3. Meet quarterly, or more as DA determines is needed to coordinate with CHP and discuss ongoing issues relating to MAGEC.

CHP shall provide services through the DA's Office relating to MAGEC during the term of this MOU. In this regard, CHP, acting as a direct provider of the Service for the DA, shall:

1. Provide three CHP officers for 36 months to support MAGEC through conducting gang operations.
2. Involve DA staff when necessary to determine efficient goals and objectives relating to gang injunction activities.
3. Meet quarterly, or more often, as DA determines is needed to coordinate with CHP and discuss ongoing issues relating to MAGEC.
4. Ensure the DA, or any authorized representative, will have suitable access to project activities, data collection and documents at all reasonable times during the term of this MOU.
5. Immediately advise DA of any significant problems or changes that arise during the provision of this program.
6. Ensure proper documentation is submitted in accordance with the agreement for CHP personnel overtime operations relating to MAGEC.

REIMBURSEMENT

For the aforementioned services, DA agrees to reimburse CHP solely from allocated and available MAGEC funds for eligible overtime costs incurred by CHP in pursuit hereof, in an amount not to exceed \$90,000, in accordance with the program budget attached as Exhibit A, and within the performance period of this MOU.

1. Payment shall be contingent on DA receipt of an undisputed invoice, and any reports and substantiation materials required by DA.
2. If the CHP should fail to comply with any provision of this MOU, DA shall be relieved of its obligation for further compensation.

DURATION AND TERMINATION PROVISIONS

Any party to this MOU desiring to terminate participation shall notify each signatory to the MOU in writing of their intent to withdraw. Withdrawal from participation in this MOU shall not take effect less than ten days from the date of notification.

The parties, evidenced by their signatures hereto, agree this MOU shall be effective upon approval, and shall remain in full force and effect until any party withdraws from participation. It is further acknowledged by all parties certain portions of this MOU may require amendments during the term of this MOU if their governing bodies so direct.

If any provision of this MOU is held invalid or unconstitutional, such decision shall have no effect on the validity of the remaining provisions of the MOU, and such remaining provisions shall continue to remain in full force and effect.

AGREED HERETO BY ALL PARTIES WHOSE SIGNATURES APPEAR BELOW:



Lisa A. Smittcamp
District Attorney
Fresno County
Date:

R.E. Sidley, Assistant Chief
Administrative Services Division
California Highway Patrol
Date:

Exhibit A
Cost Breakdown for California Highway Patrol regarding the
Multi-Agency Gang Enforcement Consortium Program
(Performance Period of July 1, 2020 - June 30, 2023)

BUDGET

CALIFORNIA HIGHWAY PATROL

OVERTIME FOR CHP PERSONNEL:

Officer 1 Overtime Hours = Total \$30,000

Officer 2 Overtime Hours = Total \$30,000

Officer 3 Overtime Hours = Total \$30,000

Total Cost to the California Highway Patrol: \$90,000


Total Cost of the Duration of this MOU: \$90,000

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California
 By: Susan Bishop Deputy

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
County of Fresno		[REDACTED]
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Ernest Buddy Mendes, Chairman, Fresno County Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i>	
6-23-2020	Fresno	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the

State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-11) OPI 076

OPI CONTRACT/REQUISITION NUMBER

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By Susan Bishop Deputy

NAME OF COMPANY

County of Fresno
NAME OF COMPANY REPRESENTATIVE

TITLE

Ernest Buddy Mendes
SIGNATURE OF COMPANY REPRESENTATIVE

Chairman, Fresno County Board of Supervisors

DATE

Ernest Buddy Mendes

6-23-2020

Safety, Service, and Security



An Internationally Accredited Agency