

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 20-099-001
REGISTRATION NUMBER 215099

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

AGENCY'S NAME

COUNTY OF FRESNO

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is: January 1, 2020 through December 31, 2029

3. The maximum amount of this Agreement is: \$ 120,000 annually

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.

Exhibit A – Scope of Work page 2

Exhibit B – Budget Detail and Payment Provisions pages 3 & 4

Exhibit C* – General Terms and Conditions page 5

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement) pages 6 & 7

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page 8

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 www.ols.dgs.ca.gov/Standard+Language (GTC 307)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

CALIFORNIA DEPARTMENT OF JUSTICE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CHRIS RYAN, CHIEF, DIVISIONS OF OPERATIONS

ADDRESS

**1300 I Street
 Sacramento, CA 95814**

AGENCY

AGENCY NAME

FRESNO COUNTY

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

NATHAN MAGSIG, Chairman, Board of Supervisors

ADDRESS

**2220 Tulare Street, Suite 1000
 Fresno, CA 93721**

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

By Susan Bishop
 Deputy

**California Department of General
 Services Use Only**

☐ Exempt per:
 A

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Department of Justice (DOJ) agrees to provide to the Agency as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol and/or drug analysis of urine, blood, or breath evidence for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from **January 1, 2020** until **December 31, 2029**, or until (1) written notice is received stating this agreement is cancelled; and (2) the Agency discontinues requesting the services. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	CONTRACTOR
Name:	Stephen Rusconi	Alcohol Billing Coordinator
Phone:	(559) 600-4447	(916) 227-3791
Fax:	(559) 600-4100	(916) 322-7157
Email	srusconi@fresnocountyca.gov	alcohol.billing@doj.ca.gov

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	Fresno County District Attorney	Department of Justice
Section/Unit:	Business Office	BFS / DUI EPAS Unit
Attention:	Stephen Rusconi, Business Mgr.	Alcohol Billing Coordinator
Address:	2220 Tulare Street	4949 Broadway, Rm. F126
City/State/Zip:	Fresno, CA 93721	Sacramento, CA 95820
Phone:	(559) 600-4447	(916) 227-3791
Fax:	(559) 600-4100	(916) 322-7157
Email	srusconi@fresnocountyca.gov	alcohol.billing@doj.ca.gov

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit B, which by this reference, is hereby incorporated into this Agreement.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the County of Fresno agrees to pay for the following services:

- Analysis of blood, breath and urine samples suspected of containing alcohol. The cost of drug analysis, if available and applicable, in addition to alcohol testing, will be included as part of the uniform fee set forth below;
- Analysis of blood and urine samples suspected of containing drugs but purported to be free of alcohol;
- In the event oral fluid becomes an approved medium for the testing of samples suspected of containing drugs, DOJ will implement an oral fluid program and provide testing services;
- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);
- Upon request, provide DOJ-approved blood and urine sample containers, envelopes, and mailers;
- Administrative and logistical support of field breath alcohol tests utilizing DOJ-supplied/supported breath instruments, including all associated accessories and supplies;
- Provide and maintain DOJ-supplied/supported breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;
- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ or those appropriately conducted with DOJ-supplied/supported breath test instruments;
- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.
- All of the foregoing services, where necessary, as determined by DOJ, shall be provided by DOJ to the Agency. Except as set forth in the next succeeding sentence, this contract shall apply to all subjects arrested within Fresno County, regardless of arresting agency, for any driving/boating under-the-influence violations. Subjects arrested in the circumstances specified in Exhibit E will be excluded. An all-inclusive uniform fee of \$35.00 per subject tested will be collected for violations of 23152 cvc, 23153 cvc, 23103 cvc, 23104 cvc, and 23105 cvc, as specified in the California Penal Code, section 1463.14. The County of Fresno shall not be liable for charges in excess of \$120,000.00 per fiscal year. If the \$120,000.00 limit is reached, forensic alcohol analysis services shall be suspended for the remainder of that fiscal year.
- Breath test instruments meeting DOJ requirements may be provided by the Agency. Agency-provided instruments will be fully supported (maintenance/repair, consumables, and networking) and fees will be collected as described above.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted and total amount due to:

Fresno County District Attorney
Business Office
Attention: Stephen Rusconi
2220 Tulare Street
Fresno, CA 93721

Payments shall be submitted to:

Department of Justice
Accounting Services
P. O. Box 944255
Sacramento, CA 94244-2550

OUTSTANDING ACCOUNTS RECEIVABLE RECOVERY CLAUSE*

Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transfer Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option will be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date, (2) non-payment provisions are included in the Interagency Agreement between the departments, (3) the invoice has not been disputed, and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

In compliance with Government Code section 11255, provide the appropriation information below:

Agency Name	
Interagency Agreement Number	
Contact Person & Telephone Number	
Fund Number	
Sub Fund	
Organization Code	
Fiscal Year	
Reference	
Category	
Program	

*For State of California Agencies only (e.g. CA Highway Patrol, CA. Dept. of Fish and Wildlife, CA Dept. of Corrections...etc.)

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A of this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ.

Disputes pertaining to the accuracy of a reported arrest location should be submitted in writing by emailing them directly to alcoholbilling@doj.ca.gov. It is the Agency's responsibility to obtain the correct traffic stop location, including the street name and nearest cross street (with direction of travel if available) from the arresting agency, and to provide that information as part of the formal dispute. To address your dispute, the accurate traffic stop location will be used by DOJ to determine responsibility for charges related to DUI testing.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Exclusions:

The County of Fresno shall not be responsible for arrests made within the following incorporated areas:

1. City of Clovis
2. City of Coalinga
3. City of Firebaugh
4. City of Fowler
5. City of Fresno
6. City of Huron
7. City of Kerman
8. City of Kingsburg
9. City of Mendota
10. City of Parlier
11. City of Reedley
12. City of Sanger
13. City of Selma
14. The campus of California Statue University, Fresno
15. The campus of Fresno City College