

AGREEMENT NUMBER 17R125000
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME STATE AGENCY'S NAME

Humboldt County Association of Governments (HCAOG) Service Authority for Freeway Emergencies (SAFE)

2. The term of this Agreement is: **09/01/2017** through **08/31/2018**

3. The maximum amount of this Agreement is: **\$ 99,851.04**
 (Ninety-Nine Thousand Eight Hundred Fifty-one Dollars and Four 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.

- EXHIBIT A – Scope of Work 2 pages
- EXHIBIT B – Budget Detail and Payment Provisions 1 page
- EXHIBIT C* – General Terms and Conditions (excepting Item #4 “Audit”, #5 “Indemnification”, #15 “Antitrust Claims”, #16 “Child Support Compliance Act”, #18 “Priority Hiring Considerations”, #19 “Small Business Participation and DVBE Participation Reporting Requirements”, and #20 “Loss Leader.”) GTC 610 04/2017
- EXHIBIT - D Special Terms and Conditions 2 pages

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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Humboldt County Association of Governments SAFE		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS Humboldt County Association of Governments SAFE 611 "I" Street, Suite B, Eureka, Ca 95501		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING P. SLINEY, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services provided by the CHP Humboldt office for patrolling services on State Route 36 and State Route 96 within rural Humboldt County and in areas where there is limited cell phone coverage.

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 Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested on an "as needed" basis and must be mutually agreed upon by the local CHP command and HCAOG SAFE.

3. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		HCAOG SAFE	
NAME		NAME	
Sergeant Pat Hurton		Marcella Clem, Executive Director	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(707) 822-5981	(707) 822-8939	(707) 444-8208	(707) 444-8319

Direct all contract inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		HCAOG SAFE	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit			
ATTENTION		ATTENTION	
Loretta Maddux		Marcella Clem	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		611 "I" Street, Suite B, Eureka, CA 95501	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3641	(916) 322-3166	(707) 444-8208	(707) 444-8319

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

- A. CHP Humboldt office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Humboldt office be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-area uniformed personnel.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by HCAOG SAFE 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 in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, HCAOG SAFE 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, HCAOG SAFE 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.

E. Cancellation of Services

HCAOG SAFE shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

1. HCAOG SAFE agrees that if service cancellation is made within 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.
2. HCAOG SAFE agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, HCAOG SAFE shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
3. 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.
4. 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 HCAOG SAFE with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

HCAOG SAFE
 611 "I" Street, Suite B
 Eureka, CA 95501

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

- B. This Agreement includes hourly usages and anticipated mileage for the patrolling services on State Route 36 and State Route 96 within rural Humboldt County and in areas where there is limited cell phone service.

The following is an estimate of cumulative costs for the patrolling services

Description	Rate	Hours	Extension
Sergeant Hours:	107.62	96	\$10,331.52
Officer	\$88.47	816	\$72,191.52
		Miles	Extension
Patrol car mileage	\$0.76	22,800	\$17,328.00
			\$99,851.04

- B. In consideration for the traffic control services contained herein, HCAOG SAFE agrees to reimburse the CHP upon receipt of an itemized invoice. HCAOG SAFE agrees to reimburse the CHP for **the actual costs incurred** at the time services are provided. 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 CHP is granted a rate increase, HCAOG SAFE agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 2016/2017 until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$88.47 per hour
CHP Sergeant	\$107.62 per hour
M/C Officer	\$91.54 per hour
M/C Sergeant	\$111.35 per hour
CHP Automobile	\$00.76 per mile
CHP Motorcycle	\$1.95 per mile

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and HCAOG SAFE agree this Agreement may be canceled 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 HCAOG SAFE, 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. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by HCAOG SAFE or such need for repair or replacement of property arises directly from HCAOG SAFE gross misconduct or willful negligence with respect to the property.
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 a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
8. The auditing parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, HCAOG SAFE and CHP may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the contract. HCAOG SAFE and CHP agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records (Gov. Code sect. 8546.7, Pub. Contract Code Section 10115 et seq., CCR Title 2, Section 1896). AUTHORITY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.
9. INDEMNIFICATION
 - A. HCAOG SAFE, to the extent permitted by law, shall defend, indemnify and hold harmless CHP, as well as CHP's appointees, officers, employees, and agents, from and against any and all liability, loss, claims for "injury" (as defined by Gov. Code, Section 810.8), or expense (including reasonable attorney's fees) arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, claims, or expense are caused by or result from the negligent or intentional acts or omissions of HCAOG SAFE, or HCAOG SAFE's appointees, officers, employees, or agents.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- B. The CHP to the extent permitted by law, shall defend, indemnify and hold harmless HCAOG SAFE, as well as SAFE's appointees, officers, and employees, from and against any and all liability, loss, claims for "injury" (as defined by Gov. Code, Section 810.8), or expense (including reasonable attorney's fees) arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, claims, or expense are caused by or result from the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, employees, or agents."
- C. It should be expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Section 895.4 of the Government Code.
10. The HCAOG SAFE 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 HCAOG SAFE.