

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26R125000	PURCHASING AUTHORITY NUMBER (If Applicable)
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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

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

2. The term of this Agreement is:

START DATE

11/01/2026

THROUGH END DATE

10/31/2027

3. The maximum amount of this Agreement is:

\$99,999.50 (Ninty-Nine Thousand Nine Hundred and Ninety-Nine Dollars and Fifty 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
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	*
+ -	Exhibit D Special Terms and Conditions	1

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.)

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
611 I Street, Suite B	Eureka	CA	95501
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 N. 7th Street	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Humboldt County Association of Governments Service Authority for Freeway Emergencies (HCAOG SAFE) shall reimburse the Department of California Highway Patrol (CHP), for SAFE traffic control services provided by the CHP Humboldt Area 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 officers under this Agreement shall be 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 and/or 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 Department of California Highway Patrol		CONTRACTEE Humboldt County Association of Governments Service Authority for Freeway Emergencies (HCAOG SAFE)	
NAME Gabriel Parker, Lieutenant		NAME Brendan Byrd, Executive Director	
TELEPHONE NUMBER (707) 713-6300	EMAIL GParker@chp.ca.gov	PHONE NUMBER (707) 444-8208	EMAIL Brendan.byrd@HCAOG.net
Direct all inquiries to:			
STATE AGENCY Department of California Highway Patrol		CONTRACTEE Humboldt County Association of Governments Service Authority for Freeway Emergencies (HCAOG SAFE)	
SECTION/UNIT Business Services Section, Contract Services Unit		SECTION/UNIT	
ATTENTION James Bellefeuille, Contract Analyst		ATTENTION Brendan Byrd, Executive Director	
ADDRESS 601 N. 7 th Street, Sacramento, CA 95811		ADDRESS 611 "I" Street, Suite B Eureka, CA 95501	
TELEPHONE NUMBER (279) 224-6362	EMAIL James.Bellefeuille@chp.ca.gov	PHONE NUMBER (707) 444-8208	EMAIL Brendan.byrd@HCAOG.net

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

4. Detailed description of work to be performed:
 - A. The CHP Humboldt Area Office shall provide CHP officers with vehicles and coordinate all traffic control. Should the CHP Humboldt Area 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 performed by CHP officers, including the standards of performance, discipline, and control thereof, shall be the responsibility of the CHP.
 - C. It is understood by HCAOG SAFE that the billing of CHP officers' 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) reports to their assigned location and have worked less than four (4) hours, HCAOG SAFE shall pay every assigned CHP officer, 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.
 - E. 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 shall be billed only for the officer(s) time incurred from the CHP Area office to the service location, and for the time spent at the assigned service location.
5. Cancellation of Services
 - A. HCAOG SAFE shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.
 - B. HCAOG SAFE 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.
 - C. HCAOG SAFE agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the CHP officer(s) *are notified* of such service cancellation, HCAOG SAFE shall only be charged a short notice service cancellation fee of \$150.00 per assigned CHP officer(s).

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- D. All service cancellation notices to the 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.
- E. 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.

Itemized invoices shall be submitted in duplicate to:

HCAOG SAFE
Attn: Brendan Byrd, Executive Director
611 "I" Street, Suite B
Eureka, CA 95501

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

- B. In consideration for Traffic Control services contained herein, HCAOG SAFE agrees to reimburse the CHP upon receipt of an itemized invoice, for both actual hours worked by CHP officers (at the overtime rates described below), and 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 rates effective Fiscal Year 25/26, until superseded:

CLASSIFICATIONS

OVERTIME RATES/MILEAGE

CHP Officer	\$133.51 per hour
CHP Sergeant	\$162.43 per hour
CHP Patrol Car Mileage	\$ 2.05 per mile

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. CHP and HCAOG SAFE agree this Agreement may be canceled by either party within 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. CHP and HCAOG SAFE agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require the 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 an amendment to the Agreement, to reflect the extra costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property to be repaired or replaced at State's 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. 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 a joint resolution.
7. No gifts, donations, or gratuities may be accepted by the CHP employees on their behalf or on behalf of the Department, informal squad fund or other local funds.
8. 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.

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.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

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 lesser 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.