

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)**



June 12, 2024

Humboldt County SAFE
611 I Street, Suite B
Eureka, CA 95501

Subject: Agreement Number 24R048006-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- Letter of Agreement. Sign and return both copies.

Contract status.

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

HOMAYOUN LASHKARI
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24R048006

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

Humboldt County SAFE

2. The term of this Agreement is:

START DATE

07/01/2024

THROUGH END DATE

06/30/2027

3. The maximum amount of this Agreement is:

\$1,080.00 (One Thousand and Eighty 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
Exhibit A	Scope of Work	1
Exhibit A-1	Agreement Between Department of California Highway Patrol and Humboldt County SAFE	6
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC) 04/2017	*

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.)

Humboldt County SAFE

CONTRACTOR BUSINESS ADDRESS

611 I Street, Suite B

CITY

Eureka

STATE

CA

ZIP

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

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol 1 4.04,A2

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AUTHORITY FOR FREEWAY EMERGENCIES AND EXPRESSWAY (SAFE), agrees to reimburse the Department of California Highway Patrol (CHP) for SAFE services provided to **HUMBOLDT COUNTY SAFE**.

1. Call Box calls shall be handled by CHP communication centers as third level priority after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of Call Box calls is as follows:
 - A. Call Box calls shall be handled as rapidly as possible; however they should be handled ideally no longer than sixty (60) seconds after the first ring at the communications center. Experience has shown that when emergency communications traffic becomes unusually heavy, Call Box traffic also increases. At these times, motorists may be required to wait several minutes for service.
 - B. Call Box calls should be handled ideally within a 3.5 minute (210 seconds) total call handling time. It is understood that the use of such services, as the Translation Service Contractor, will increase total call handling time to levels above this standard.
2. The Project Representatives during the term of this Agreement will be:

STATE AGENCY Department of California Highway Patrol		CONTRACTOR Humboldt County Association of Governments SAFE	
NAME Brenda Sweeny		NAME Beth Burks, Executive Director	
TELEPHONE NUMBER (916) 843-4280	EMAIL Brenda.sweeny@chp.ca.gov	TELEPHONE NUMBER (707) 444-8208	E-Mail Address Beth.burks@hcaog.net
Direct all inquiries to:			
STATE AGENCY Department of California Highway Patrol		CONTRACTEE Humboldt County Association of Governments SAFE	
SECTION/UNIT Business Services Section/Contract Services Unit		SECTION/UNIT Humboldt County Association of Governments SAFE	
ATTENTION Homayoun Lashkari, Contract Analyst		ATTENTION Beth Burks, Executive Director	
ADDRESS 601 North 7 th Street Sacramento, CA 95811		ADDRESS 611 I Street, Suite B, Eureka, CA 95501	
TELEPHONE NUMBER (279) 224-6330	E-MAIL ADDRESS homayoun.lashkari@chp.ca.gov	TELEPHONE NUMBER (707) 444-8208	E-MAIL ADDRESS Beth.burks@hcaog.net

EXHIBIT A-1
(Standard Agreement)

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES AND EXPRESSWAYS

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and Humboldt County Association of Governments Service Authority for Freeways Emergencies and Expressways, hereinafter called Humboldt County SAFE hereinafter called Humboldt County SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

TERMS AND CONDITIONS:

By and in consideration of the covenants and conditions herein contained, CHP and Humboldt County SAFE do hereby agree as follows:

1. The term of the Agreement shall be July 1, 2024, through June 30, 2027.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," and are hereby incorporated by reference hereinafter called "GUIDELINES". As these GUIDELINES may be revised from time to time, it is understood that SAFE shall have a current copy on file for the duration of this Agreement.
3. The Agreement shall remain in force subject to the following:
 - A. That it shall not become effective until (1) Humboldt County SAFE has submitted to CHP a copy of the minutes, order, motion, resolution, or ordinance from Humboldt County SAFE approving execution of the Agreement, and (2) this Agreement is duly signed by both parties and approved by the Department of General Services, Office of Legal Services.
 - B. That it may be modified only in writing and signed by both parties and shall be modified by the parties to conform to any future changes to federal or state law that affects the terms of this Agreement.
 - C. Either party may terminate this Agreement before the expiration of its term, or any extension, upon six (6) months prior written notice to the other party.
 - D. It is understood that Humboldt County SAFE funds the program under this Agreement are being funded from Department of Motor Vehicles (DMV)

EXHIBIT A-1
(Standard Agreement)

- E. Registration Fees pursuant to California Vehicle Code Section 9250.10. It is agreed that at any time sufficient funds from DMV Registration Fees are not available to Humboldt County SAFE for the full amount of the Agreement, Humboldt County SAFE may terminate this Agreement.
4. For services and assistance herein, Humboldt County SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice, for charges identified in Sections 6 and 8. Upon receipt, payment shall be made to CHP as invoiced within thirty (30) days. If payment is not submitted because of a dispute, Humboldt County SAFE agrees to submit the reasons for the dispute to CHP within thirty (30) days of receiving the invoice charges.
- A. Payment shall be made to:
- Department of California Highway Patrol
Fiscal Management Section
P.O. Box 942900
Sacramento, CA 94298-2900
- B. Invoices shall be sent to:
- Humboldt County SAFE
Attn: SAFE Program Manager
611 I Street, Suite B
Eureka, CA 95501
- C. Each quarterly invoice shall include a thorough explanation and justification for any additional charges or changes of the amounts of past charges.
5. The maintenance of the call box system (outside of CHP's communications center), including telephone service and line costs, shall be the sole responsibility of Humboldt County SAFE. Upgrades or modifications to Humboldt County SAFE's system shall be in accordance with the GUIDELINES. Notification of modifications to Humboldt County SAFE's system shall be made to CHP at least thirty (30) days prior to the annual staffing analysis.
6. The Humboldt County SAFE shall pay for its proportional share of the actual wage rate for one half (1/2) CHP SAFE Coordinator position, and SAFE's proportional share of computer equipment costs (including software), when applicable, for one half (1/2) of the CHP SAFE Coordinator showing personnel and computer equipment costs in annual staffing estimations. The CHP SAFE Coordinator position shall be used for SAFE related business.

Each SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within SAFE's boundaries to the total number of motor vehicles registered in all counties who have

EXHIBIT A-1
(Standard Agreement)

entered into SAFE agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters.

7. Currently, the Humboldt County (SAFE) contracts with a private call answering center (PCAC) to receive the initial call box call first. Calls that are emergencies by nature are forwarded to CHP. Call box calls shall be handled by CHP communications centers as third level priority after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:
 - A. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the communications center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic increases. At these times, motorists may be required to wait extended lengths of time for service.
 - B. Call box calls should be handled ideally within 3.5 minutes' (210 seconds) total call handling time. It is understood that the use of such services as the translation service contractor will increase total call handling time to levels above this standard.
 - C. As long as Humboldt County SAFE contracts with a PCAC that initially answers motorist aid call box calls, CHP and SAFE agree that no CHP operator positions will be charged to SAFE during the term of this Agreement. However, should CHP personnel costs and billing become necessary and both parties agree in writing, then current GUIDELINES shall be used for billing purposes if a residual workload can be substantiated.
8. The CHP agrees to submit an itemized invoice quarterly to Humboldt County SAFE which may include and shall not exceed the following charges:
 - A. The CHP SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for CHP SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.
 - B. Indirect costs shall be applied to monthly personnel costs in accordance with California State Administrative Manual Sections 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by California Department of Finance and is subject to change each state fiscal year.
 - C. The re-evaluation of staffing requirements shall include an explanation of the projected upcoming fiscal year indirect cost rate.
 - D. Telephone system costs (if applicable). The state shall provide a standard communication center telephone system, which shall also be used to handle

EXHIBIT A-1
(Standard Agreement)

incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by Humboldt County SAFE Program shall be funded by Humboldt County SAFE.

9. The total amount of this Agreement shall not exceed One Thousand Eighty Dollars and Zero Cents, (\$1,080.00). Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges.
 - FY 24/25 (07/01/24 through 06/30/25) - \$360.00
 - FY 25/26 (07/01/25 through 06/30/26) - \$360.00
 - FY 26/27 (07/01/26 through 06/30/27) - \$360.00
10. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP communication center equipment. In such cases, Humboldt County SAFE shall be responsible for the procurement, installation, and maintenance of communication center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and Humboldt County SAFE. No equipment shall be installed in a CHP facility, which does not meet all CHP operational and technical specifications.
11. Communication center equipment purchased by Humboldt County SAFE and installed at CHP for CHP's use during the term of this contract shall be the property of and maintained by Humboldt County SAFE.
12. The CHP shall limit its review to Humboldt County SAFE's specifications for upgrading or modifying Humboldt County SAFE's call box system which include any potential operational affect to CHP communications centers, in accordance with the GUIDELINES.
13. All services under this agreement shall be coordinated by:

Department of California Highway Patrol
Communications Centers Support Section - 048
601 North 7th Street, Building C
Sacramento, CA 95811
(916) 843-4280

The contact person shall be the CHP SAFE Program Coordinator.

Name: Brenda Sweeny
Telephone (916) 843-4280
E-mail: bsweeny@chp.ca.gov

14. The Agreement and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SAFE and

EXHIBIT A-1
(Standard Agreement)

supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written.

15. Under no circumstances shall Humboldt County SAFE or its subcontractor(s) use the name Department of California Highway Patrol or CHP to promote a product which is part of the call box system without the written consent of CHP.
16. Under no circumstances shall CHP use the name Humboldt County Service Authority for Freeway Emergencies or "SAFE" to promote a product, which is part of the call box system, without written consent of Humboldt County SAFE.
17. This Agreement shall be effective upon approval by the Department of General Services Office of Legal Services. By executing this Agreement, the representatives of CHP and Humboldt County SAFE warrant that they have viewed and fully understand all provisions of this Agreement and are authorized to bind their respective agencies to all terms of the Agreement's provisions.

EXHIBIT A-1
(Standard Agreement)

STATE OF CALIFORNIA
Department of California Highway Patrol

HUMBOLDT COUNTY ASSOCIATION
OF GOVERNMENTS
Service Authority for Freeway Emergencies

Jacquelyn Ngo
Commander
Business Services Section

Executive Director

Date

Date

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

INVOICING AND PAYMENT

1. For services and assistance herein, satisfactorily rendered and upon receipt and approval of invoices HUMBOLDT COUNTY SAFE agrees to compensate California Highway Patrol (CHP) quarterly, in arrears for the rates specified herein. Upon receipt, payment shall be made to CHP as invoiced within thirty (30) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within thirty (30) days or receiving the invoice charges.

The SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within HUMBOLDT COUNTY SAFE's boundaries to the total number of motor vehicles registered in all counties who have entered into SAFE agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters annually.

- A. The CHP agrees to submit an itemized invoice quarterly to HUMBOLDT COUNTY SAFE which may include and shall not exceed the following charges:
 - 1) The CHP SAFE Coordinator personnel costs shall be based on the actual step of the wage scale or CHP SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.
 - 2) Indirect costs shall be applied to the monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by the California Department of Finance and is subject to change each state fiscal year. The re-evaluation of staffing requirements shall include an explanation of the projected upcoming fiscal year indirect cost rate.
 - 3) Telephone system costs (if applicable). The State shall provide a standard communication center telephone system, which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by HUMBOLDT COUNTY SAFE Program shall be funded by HUMBOLDT COUNTY SAFE.

**EXHIBIT B
(Standard Agreement)**

B. The fiscal year funding for this Agreement shall be as follows:

FY	Time Period	Amou	Quarters
24/25	1/1/2024 – 6/30/2025	\$360.00	4
25/26	7/1/2025 – 6/30/2026	\$360.00	4
26/27	7/1/2026 – 6/30/2027	\$360.00	4
TOTAL		\$1080.00	12

C. The total amount of this Agreement shall not exceed **One Thousand Eighty Dollars and Zero Cents (\$1080.00)**

- Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges (if applicable). Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than semi-annually in arrears to:

HUMBOLDT COUNTY SAFE
Attn: SAFE Program Manager
611 I Street, Suite B
Eureka, CA 95501

Payment shall be made to:

Department of California Highway Patrol
P.O. Box 942900
Sacramento, CA 94298-2900

Telephone: (916) 843-3583

Payment for these services may be made by corporate check, cashier's check, or money order in the invoiced amount. If a cashier's check, corporate check or money order is submitted, it must be made payable to: "CHP Accounting Section." Please note the contract number in the "memo" section of the check and submit the check with a copy of the invoice so that it can be credited to your contract.

EXHIBIT B
(Standard Agreement)

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.