

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)**



July 27, 2023

San Bernadino County
825 East Third Street
San Bernadino, CA 92415-0835

Subject: Agreement Number [22R850000-0](#)

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.

TESSA GOMEZ
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 22R850000	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

San Bernardino County

2. The term of this Agreement is:

START DATE

03/01/2023

THROUGH END DATE

02/28/2025

3. The maximum amount of this Agreement is:

\$180,000.00 (One Hundred Eight 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
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (4/2017)	*
+ -	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.)

San Bernardino County

CONTRACTOR BUSINESS ADDRESS

825 East Third Street

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Brendon Biggs

TITLE

Director

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)

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. San Bernardino County agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services from, provided by the CHP Victorville Area office to provide increased traffic patrol and enforcement related services.
2. Service Area: Throughout San Bernardino County, to include residential and unincorporated areas, focused on Primary Collision Factor violations throughout the San Bernardino County, various construction projects and an increased presence on County Roads

3. 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 and/or on an “as needed” basis and must be mutually agreed upon by the local CHP command and San Bernardino County.

4. The project representatives during the term of this agreement will be:

STATE AGENCY Department of California Highway Patrol	CONTRACTEE San Bernardino County
NAME AND E-MAIL ADDRESS Office Brandon P. Vessels bvessels@chp.ca.gov	NAME Brendon Biggs, Director
TELEPHONE NUMBER (760) 241-1186	TELEPHONE NUMBER (909) 387-7906

Direct all inquiries to:

STATE AGENCY Department of California Highway Patrol	CONTRACTEE San Bernardino County
SECTION/UNIT Contract Services Unit	E-MAIL ADDRESS bbiggs@dpw.sbcounty.gov
ATTENTION Tessa Gomez, Contract Analyst	ATTENTION Brendon Biggs, Director
ADDRESS 601 N. 7 th Street Sacramento, CA 95811	ADDRESS 825 East Third Street San Bernardino, CA 92415
TELEPHONE NUMBER (916) 843-3613	TELEPHONE NUMBER (909) 387-7906
EMAIL tegomez@chp.ca.gov	

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

- A. CHP Victorville Area office shall provide CHP officer(s) with vehicles and coordinate all traffic patrol and enforcement for San Bernardino County. Should the CHP Victorville Area office be unable to fill the necessary staffing for each event, out-of-Area uniformed personnel will be used to make up for the shortage of CHP Officers.
- 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 the San Bernardino County 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, San Bernardino County 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, San Bernardino County 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:

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

1. San Bernardino County 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.
2. San Bernardino County 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, San Bernardino County 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 San Bernardino County 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:

San Bernardino County
Attn: Brendon Biggs
825 East Third Street
San Bernardino, CA 92415

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

- B. In consideration for the traffic control services contained here, the San Bernardino County agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP officers (at the overtime rate 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 the CHP is granted a rate increase, the San Bernardino County shall pay the increased rate. The following information is the CHP's officer and sergeant overtime and mileage rates effective Fiscal Year 22/23, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer Overtime	\$ 113.58 per hour
CHP Automobile	\$ 1.51 per mile

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and San Bernardino County 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 San Bernardino County, 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 San Bernardino County or such need for repair or replacement of property arises directly from San Bernardino County 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. San Bernardino County 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 and records and supporting documentation pertaining to the performance of this Agreement. San Bernardino County 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. San Bernardino County 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, San Bernardino County 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 CCR Title 2, Section 1896).
8. 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.
7. The San Bernardino County 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 San Bernardino County.