Subject: Revenue Agreement With Department of Water Resources (DWR) for Sheriff's Marine and Security Services

Department: Sheriff-Coroner

Contact: S. Tiffany  Phone: 530.538.7543

Meeting Date Requested: May 21, 2019

Fiscal Impact:

Personnel Impact:
State funds one full time lieutenant and two full time deputy sheriffs.

Action Requested:
Approve revenue agreement and ratify Sheriff Honea's signature.

Administrative Office Review: Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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

CONTRACTING AGENCY NAME
Department of Water Resources

CONTRACTOR NAME
Butte County Sheriff's Office

2. The term of this Agreement is:

START DATE
July 1, 2019

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:
$2,458,988 - Two Million Four Hundred Fifty Eight Thousand Nine Hundred Eighty Eight Dollars and No 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.

<table>
<thead>
<tr>
<th>EXHIBITS</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td>6</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 1</td>
<td>Cost Sheet</td>
<td>2</td>
</tr>
<tr>
<td>Exhibit C *</td>
<td>General Terms and Conditions</td>
<td>04/2017</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Special Terms and Conditions for Department of Water Resources (Local Entities - Payables) - DWR 9546 (Rev 2/19)</td>
<td>3</td>
</tr>
</tbody>
</table>

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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.)
Butte County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS
33 County Center Drive

PRINTED NAME OF PERSON SIGNING
Kory L. Honea

CONTRACTOR AUTHORIZED SIGNATURE

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Water Resources

CONTRACTING AGENCY ADDRESS
1416 Ninth Street, Room 605-1

PRINTED NAME OF PERSON SIGNING
David R. Duval

CONTRACTING AGENCY AUTHORIZED SIGNATURE

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

CITY
Sacramento

STATE
CA

ZIP
95814

TITLE
Chief, Division of Operations and Maintenance

DATE SIGNED
4/2/19
EXHIBIT A

SCOPE OF WORK

1. Butte County Sheriff's Office (COUNTY) agrees to provide Law Enforcement, Vehicular Patrol Services, Security Services, Boating Patrols, Water Safety, Emergency Response and Preparedness Coordination at various locations described below under the jurisdiction of the Department of Water Resources (DWR) Oroville Field Division (OFD).

2. The services shall be provided to:

   Department of Water Resources
   Oroville Field Division
   460 Glen Drive
   Oroville, California 95966

3. The services shall be performed:

   A. At the Thermalito Afterbay and surrounding recreational facilities, under the jurisdiction of the Department of Water Resources, on a year-round basis.

   B. In or around the following areas:

      i. Lake Oroville State Recreation Area (LOSRA) entrances and Oroville Wildlife Area (OWA).

      ii. Lake Oroville, Oroville Dam Crest road and Upper Overlook Day-use area.

      iii. Kelly Ridge Visitor Center and Hyatt intake structure entrances.

      iv. Oroville Field Division O&M Center, Hyatt Powerplant, Thermalito Powerplant, and Thermalito Diversion Dam (TDD) Powerplant entrances.

      v. Feather River Fish Hatchery (FRFH) entrance, fish ladder window viewing area, and lands surrounding the FRFH.

      vi. Lakeland Blvd trailhead to the Thermalito Diversion Dam left abutment area.

      vii. Sewimbo Trail (Old Ferry Road) from the Feather River Nature Center to the TDD entrance.

4. The Contract Managers during the term of this Agreement will be:

   Department of Water Resources  Butte County Sheriff's Office
   Name: Gina House  Name: Susan Tiffany
   Title: Chief, Operations Branch  Title: Administrative Analyst
   Phone: (530) 534-2324  Phone: (530) 538-7543
   Fax: (530) 534-2545  Fax: (530) 538-2805

   Contract Managers may be changed by written notice to the other party.
5. COUNTY will provide the following services for DWR:

A. COUNTY will provide boat and vehicular security patrols, water safety, and emergency preparedness of the Thermalito Afterbay and surrounding recreational facilities. Additional duties to include:
   i. Boating Safety;
   ii. Identifying and marking any areas which would be a hazard to boaters and recreational users;
   iii. Assist in maintenance of shoreline, beaches, and access areas by providing personnel and inmate labor to keep those areas clean;
   iv. Conduct weekly vehicular patrol on a year-round basis, and "as needed" response to safety or water problems.

B. COUNTY will provide, as needed, boat and vehicular security patrols, water safety, and emergency preparedness of the Areas described in Section 3, Item B and surrounding facilities. This includes patrols, security presence, security checks, and traffic controls along with response to any emergency situations requiring additional law enforcement or search and rescue response.

C. Additional services include:
   i. Provide training to COUNTY personnel with familiarization of LOSRA and surrounding facilities, under the jurisdiction of DWR and potential threats. The training will include what the roles and responsibilities are of involved personnel, including working in unified command with DWR and other public safety partners.
   ii. Attend table top, functional exercises, and participate in review of OFD security plans, fire plans, and Emergency Action Plans (EAP) for all the OFD sites.
   iii. Provide recommendations to DWR on physical security layout and plans.
   iv. Coordinate an immediate emergency response of COUNTY personnel to any LOSRA and surrounding facilities, under the jurisdiction of DWR.
   v. Review and participate in Oroville Dam Safety infrastructure improvement planning (i.e. Oroville Dam Comprehensive Needs Assessment) for recommendations on public safety aspects prior to finalized plans and public review.
   vi. Attend quarterly Law Enforcement Agency (LEA) meetings, and event planning for increased law enforcement patrol needs.
   vii. Review and provide recommendations on public safety which includes public access and recreational areas (i.e. trails, parking, roads, etc.).
   viii. Tours and inspections of OFD facilities to review and familiarize COUNTY personnel with infrastructure, as well as, COUNTY to provide recommendations on physical security layout and plans.
ix. Participate in recommendations on developing and maintaining a staffing and implementation plan for tiered LEA response regarding heightened patrols and uniformed presence that correlate to specific OFD threat levels.

x. Coordinate with, and assist other law enforcement agencies with operations related to security of LOSRA and OFD power generation related facilities.

xi. If requested by DWR, attend periodic (no more than 4 per year) public meetings to report on public safety issues at Thermalito Afterbay and other facilities under the jurisdiction of DWR.

6. COUNTY will provide the following personnel services for DWR:

A. Two Full-time equivalent (FTE) Sheriff’s Deputies will provide law enforcement and security patrols to the Thermalito Afterbay and surrounding recreational facilities, under the jurisdiction of DWR to enhance the safety and security of those areas, and to identify and mitigate potential threats to the above described facilities.

Full-time is defined as working 40 hours per week. The Deputies are scheduled to work 10 hours per day, 4 days per week. Incumbents will work overtime, as required. Overtime is defined as any hours worked in excess of 10 hours per day or in excess of 40 hours per week.

The patrol hours will vary due to winter schedule and/or fishing season and hunting season. The winter schedule will be 7am-5pm with both officers working different days for 7 day-a-week coverage. The summer schedule will be 11am-9pm with both officers working different days for 7 day-a-week coverage, which is anticipated to last until Labor Day weekend.

B. Two FTE Sheriff’s Deputies will provide law enforcement and security patrols to the Areas described in Section 3, Item B and surrounding facilities, under the jurisdiction of DWR to enhance the safety and security of those areas, and to identify and mitigate potential threats to the above described facilities.

Full-time is defined as working 40 hours per week. The Deputies are scheduled to work 10 hours per day, 4 days per week. Incumbents will work overtime, as required. Overtime is defined as any hours worked in excess of 10 hours per day or in excess of 40 hours per week.

C. In year two of this Agreement, one FTE Sheriff’s Sergeant to supervise and coordinate the efforts of the deputies assigned to perform boating and water safety, law enforcement, security patrols, and emergency response for the areas described in Section 3 and surrounding facilities, under the jurisdiction of DWR. In addition, the Sergeant will assist the deputies and the Sheriff’s Lieutenant with fulfilling the duties and responsibilities set forth in Section 5, Item C.

D. One FTE Sheriff’s Lieutenant: To act as a liaison between the COUNTY and DWR, participate in Oroville Dam Safety Infrastructure improvement planning, attend quarterly Law Enforcement Agency meetings and event planning for increased law enforcement
7. **Patrol Vehicles:**

   A. DWR will provide, one (1) 4-wheel drive utility vehicle, as well as, maintain and supply the fuel for said vehicle. DWR will reimburse COUNTY for purchase of two (2) 4-wheel drive utility vehicles in year one and one (1) 4-wheel drive utility vehicle in year two as well as ongoing vehicle costs to include maintenance, fuel and insurance as stated in attached cost sheet.

   Additionally, DWR will maintain and supply fuel for the boats and watercraft being utilized by the COUNTY within LOSRA and surrounding facilities, under the jurisdiction of DWR for services described within this Agreement. A state credit card will be furnished to purchase the fuel for the boats and DWR vehicle.

   The COUNTY will provide two (2), 4-wheel drive utility vehicles and will charge DWR the current Federal rate for maintenance and fuel.


   B. COUNTY agrees to keep accurate vehicle and credit card usage records of vehicle owned by DWR. The operation of the vehicle will be limited to use covered under this Agreement. DWR will provide office, hangar rental, and storage facilities which will accommodate boats, vehicles, and associated equipment utilized in the performance of this Agreement.

8. **COUNTY Deliverables:**

   A. A daily written report will be emailed to the DWR Security Coordinator. Weekend reports will be emailed on the first workday after the weekend. Reports will document all incidents (accidents, injuries, security issues or maintenance) provided along the shoreline, beaches or access areas, identification and marking done of hazards to boaters and recreational users, any safety or water problems.

   B. The COUNTY will be available for monthly meetings with the DWR Security Coordinator and Security Captain and will participate in exercises and security assessments as pertains to LOSRA and surrounding facilities, under the jurisdiction of DWR. Meetings will include information sharing, updates on any event planning taking place by DWR or by the COUNTY (Permits are required for any function on state property), review weekly reports and incidents, suggestions on public safety needs, new laws, safety information, upcoming exercises, provide updated contact information, and any additional information requested by the DWR Security Coordinator.

   C. Report safety, law enforcement or security incidents (including accidents or injuries) as they occur, report any hazards to boaters and recreational users that have been
identified, and any safety or water problems immediately to the OFD Area Control Center Operator.

D. Supply the DWR Security Coordinator the COUNTY’s shift schedule 10 days prior to beginning of the month. Provide contact information for the COUNTY’s personnel assigned under this Agreement (or their replacement), and their Supervisors contact information on the provided shift schedule.

E. Report in (call made to the DWR Security Dispatcher) when COUNTY is on-off site or off-site at the LOSRA and surrounding facilities, under the jurisdiction of DWR.

9. Invoicing:

A. Invoices must be received by DWR one month in arrears every month. Overtime, extra help, equipment rental and vehicle purchase costs will be billed to DWR for the actual expense. All other costs shall be billed in total, paid in monthly increments.

B. Invoices will separate out the Thermalito Afterbay expenditures from the other personnel services expenditures described within this Agreement.

C. On the occasion when staff are assigned to work duties not related to this Agreement, DWR will not be charged for staff time on other assignments. The Sheriff’s Office will track staff hours by assignment.

D. Final invoicing must be completed within 6 months of the termination date of the contract.

E. Contract will be closed after 6 months of the termination date. Any items not invoiced prior to those 6 months shall become the COUNTYs responsibility and non-billable to DWR.

10. Cost:

A. Year One:
   i. Will increase deputy sheriff FTE by two (2), for a total of four (4) deputy sheriffs, and lieutenant FTE by one (1).
   ii. Will include the purchase of two (2) new patrol vehicles.

   Year one cost shall not exceed $1,131,479.

B. Year Two:
   i. Will increase patrol sergeant FTE by one (1).
   ii. Will include the purchase of one (1) vehicle.

   Year two cost will not exceed $1,327,509.

Total program cost for the term of this two-year Agreement will not exceed $2,458,988.
11. Changes to the Contract:

Changes to this Contract may only be approved by a written amendment.

12. Termination:

This Contract may be terminated by either the DWR or COUNTY by a thirty day written notice. Authorized costs incurred by the COUNTY will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract will expire on the Completion Date unless the Completion Date is modified by written amendment to this Contract.
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
PUBLIC ENTITIES

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving verbal notice of satisfactory completion or acceptance of work by the DWR Contract Manager. The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.

Invoices shall be submitted no more often than monthly, in arrears, bearing the contract number.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Undisputed invoices shall be paid within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the 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.

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.
# BOATING ENFORCEMENT PATROL PROGRAM

**DEPARTMENT OF WATER RESOURCES & THE BUTTE COUNTY SHERIFF'S OFFICE**

## DESCRIPTION OF COST

<table>
<thead>
<tr>
<th>Description of Cost</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2- Deputy Sheriff - Salary</td>
<td>$183,484</td>
<td>$188,988</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$117,160</td>
<td>$126,939</td>
</tr>
<tr>
<td>Extra Help Employee: Approx. 200 hrs @ $35 per hr</td>
<td>$7,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Overtime: Approx. 497 hrs @ $61 - $70 per hr</td>
<td>$34,790</td>
<td>$34,790</td>
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<tr>
<td><strong>Projected Sum Personnel Expenses</strong></td>
<td>$342,434</td>
<td>$357,717</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Correctional Officer to supervise SWAP (Sheriff's Work Alternative Program) inmates to clean up the Afterbay and areas adjacent to the Afterbay, as well as additional areas when requested by DWR. (150 hrs @ $42 per hr/regular rate includes benefits).</td>
<td>$6,300</td>
<td>$6,300</td>
</tr>
<tr>
<td>Public Works transport vehicle for SWAP inmates. Includes van, trailer, portable toilet and various equipment. Estimated at $22 per hr/120 hrs.</td>
<td>$2,640</td>
<td>$2,640</td>
</tr>
<tr>
<td>Fuel &amp; maintenance for patrol vehicle (billed at monthly mileage rate of $.58 per mile or current IRS rate)</td>
<td>$6,063</td>
<td>$6,063</td>
</tr>
<tr>
<td>Insurance on county-owned vehicle ($235 per month x 12 months)</td>
<td>$2,820</td>
<td>$2,820</td>
</tr>
<tr>
<td>Annual uniform and equipment for uniformed staff</td>
<td>$7,924</td>
<td>$8,153</td>
</tr>
<tr>
<td>Routine Vessel Maintenance/Emergency Vessel Repair</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>Required safety, vessel equipment, education materials, and purchase of Personal Floatation Devices as required.</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Office Lease @ 405 Chuck Yeager Way, Oroville, CA ($399.50 x 12 months (Yr. 2 incl 3% increase).</td>
<td>$4,794</td>
<td>$4,938</td>
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<tr>
<td>Office Expenses (includes electricity, telephone, office supplies, office cleaning supplies, etc.)</td>
<td>$3,500</td>
<td>$3,500</td>
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<tr>
<td>Mandated Training (POST/Non-POST certified boating classes for the seasoned and newly assigned officer, as well as the annual CBSOA, to include entry level and advanced boating classes.</td>
<td>$4,800</td>
<td>$4,800</td>
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<tr>
<td>Administrative Overhead</td>
<td>$15,123</td>
<td>$16,767</td>
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<tr>
<td><strong>Projected Sum Operating Expenses</strong></td>
<td>$60,964</td>
<td>$62,981</td>
</tr>
<tr>
<td><strong>Projected Sum For Personnel and Operating Expenses for Water Patrol</strong></td>
<td>$403,398</td>
<td>$420,698</td>
</tr>
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</table>
## DWR FACILITY SECURITY PROGRAM

### DESCRIPTION OF COST

<table>
<thead>
<tr>
<th>Personnel Expenses</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>2- Deputy Sheriff - Salary</td>
<td>$183,484</td>
<td>$188,988</td>
</tr>
<tr>
<td>Deputy Benefits:</td>
<td>$117,160</td>
<td>$126,939</td>
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<tr>
<td>Lieutenant-Salary</td>
<td>$119,325</td>
<td>$121,712</td>
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<td>Lieutenant Benefits</td>
<td>$71,597</td>
<td>$77,348</td>
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<tr>
<td>Sergeant-Salary YR2</td>
<td>-</td>
<td>$112,413</td>
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<tr>
<td>Sergeant Benefits YR2</td>
<td>-</td>
<td>$72,606</td>
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<tr>
<td>Overtime: Approx. 500 hrs @ $61 - $70 per hr</td>
<td>$35,000</td>
<td>$35,000</td>
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<tr>
<td><strong>Projected Sum Personnel Expenses</strong></td>
<td><strong>$526,566</strong></td>
<td><strong>$735,006</strong></td>
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</table>

### Operating Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel and maintenance for patrol vehicle</td>
<td>$12,125</td>
<td>$18,188</td>
</tr>
<tr>
<td>Insurance on county-owned vehicle (YR1: $235 per month x 12 months x 2 vehicles. YR2: $235 per month x 12 months x 3 vehicles YR2)</td>
<td>$5,640</td>
<td>$8,460</td>
</tr>
<tr>
<td>Annual uniform and equipment for uniformed staff</td>
<td>$8,875</td>
<td>$13,068</td>
</tr>
<tr>
<td>Purchase of fully equipped pick-up truck with all law enforcement equipment. YR1 (2) vehicles &amp; equip./YR2 (1) vehicle &amp; equip.</td>
<td>$124,600</td>
<td>$64,792</td>
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<tr>
<td>Office Expenses (cell phone, office supplies, copier).</td>
<td>$5,571</td>
<td>$7,651</td>
</tr>
<tr>
<td>Mandated Training (POST/Non-POST)</td>
<td>$7,500</td>
<td>$10,000</td>
</tr>
<tr>
<td>Overhead included liability/property insurance</td>
<td>$37,204</td>
<td>$49,646</td>
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<tr>
<td><strong>Projected Sum Operating Expenses</strong></td>
<td><strong>$201,515</strong></td>
<td><strong>$171,805</strong></td>
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</table>

**Projected Sum For Personnel and Operating Expenses for Facility Security Program**

<table>
<thead>
<tr>
<th>FY 19-20</th>
<th>FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>$728,081</td>
<td>$906,811</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSE BY YEAR**

<table>
<thead>
<tr>
<th>FY 19-20</th>
<th>FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,131,479</td>
<td>$1,327,509</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSE FOR 2-Year TERM**

| $2,458,988 |
1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a “Notice of Dispute” with the Director or the Director’s Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.

3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.

4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor’s obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

6. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than $50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first $25,000 for each subcontract."

DWR 9548 (Rev. 2/19)
7. **COMPUTER SOFTWARE**: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8. **REPORT OF RECYCLED CONTENT CERTIFICATION**: In accordance with Public Contract Code Sections 12200-12217, et seq., and 12153-12156, et seq., the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.

9. **REIMBURSEMENT CLAUSE**: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor’s designated headquarters for the purpose of computing such expenses shall be: Oroville, California.

10. **TERMINATION CLAUSE**: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

11. **CONTRACTOR COOPERATION DURING INVESTIGATION**: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word “cooperate” includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.

12. **CONFLICT OF INTEREST:**

a. **Current and Former State Employees**: Contractor should 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.

   (1) **Current State Employees**: (PCC §10410)
   
   (a) 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.

   (b) 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.

   (2) **Former State Employees**: (PCC §10411)

   (a) 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.

   (b) 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.
b. **Penalty for Violation:**

   (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. **Members of Boards and Commissions:**

   (a) 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. (PCC §10430 (e))

d. **Representational Conflicts of Interest:**

   The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. **Financial Interest in Contracts:**

   Contractor should also be aware of the following provisions of Government Code §1090:

   "Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. **Prohibition for Consulting Services Contracts:**

   For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

13. **COMMERCIAL DRIVER MEAL PERIOD AND REST PERIOD:** To comply with Supreme Court case Dynamex Operations West, Inc. v. Superior Court (2018) 4 Cal. 5th 903, Contractor shall ensure that commercial drivers employed or subcontracted for under this contract shall receive meal periods and rest periods commensurate with those required by Department of Industrial Relations Wage Order 9, sections 11 and 12: https://www.dir.ca.gov/IWC/IWCArticle9.pdf.

14. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

   a) The General Terms and Conditions;
   b) The Std. 213;
   c) The Scope of Work;
   d) Any other incorporated attachments in the Contract by reference