

**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)



October 3, 2022

University of California Berkeley  
1 Sproul Hall  
Berkeley, CA 94720

Subject: Agreement Number [21R370007-0](#)

**The agreement for the CHP Oakland Area Office, General Law Enforcement Services has been approved.**

- 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.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

[KRISTAL GOODELL](#)  
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

21R370007

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

University of California, Berkeley

2. The term of this Agreement is:

START DATE

05/01/2022

THROUGH END DATE

05/01/2027

3. The maximum amount of this Agreement is:

\$2,950,550.00 (Two Million Nine Hundred Fifty Thousand Five Hundred Fifty 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.)

University of California, Berkeley

CONTRACTOR BUSINESS ADDRESS

1 Sproul Hall

CITY

Berkeley

STATE

CA

ZIP

94720

PRINTED NAME OF PERSON SIGNING

Amber Sanchez

Margo Bennett

TITLE

Business Services Manager Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

Amber Sanchez

DocuSigned by:

Margo Bennett

DATE SIGNED

9/16/2022

9/16/2022

**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

J.D. SACCAANI

TITLE

SACCHIEF, ASD

CONTRACTING AGENCY AUTHORIZED SIGNATURE

J.D. Saccaani

DATE SIGNED

9/21/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol 1, 4.04 A.2

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. The University of California, Berkeley shall reimburse the Department of California Highway Patrol (CHP), Oakland Area office for **General Law Enforcement Services** for the University of California, Berkeley Police Department (UCBPD).

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 representatives listed below, or designees. Any changes to the proposed plan, such as additional hours, dates, and sites, can be requested and/or on an "as needed" basis, and must be mutually agreed upon by the CHP Oakland Area office and the University of California, Berkeley representatives or designees.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol Oakland Area Office		University of California, Berkeley	
NAME		NAME	
Steven Fajardin, Sergeant		Amber Sanchez, Business Services Manager	
ADDRESS		ADDRESS	
3601 Telegraph Ave, Oakland, CA 94609		1 Sproul Hall Berkeley, CA 94720	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(510) 457-2875	sfajardin@chp.ca.gov	(510) 642-4303	ambersan@berkeley.edu

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		University of California, Berkeley	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit			
ATTENTION		ATTENTION	
Kristal Goodell, Contract Analyst		Amber Sanchez, Business Services Manager	
ADDRESS		ADDRESS	
601 N. 7 <sup>th</sup> Street Sacramento, CA 95811		1 Sproul Hall Berkeley, CA 94720	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-4352	kristal.goodell@chp.ca.gov	(510) 642-4303	ambersan@berkeley.edu

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

4. Detailed description of work to be performed:
  - A. Provide assistance to UC Berkeley Police Department (UCB PD) with emergency or non-emergency law enforcement events that arise in UCBPD's jurisdiction.
  - B. The 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 University of California, Berkeley 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) have reported to the assigned location and have worked less than four (4) hours, the University of California, Berkeley 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.
  - E. If CHP officer(s) report to an assigned service location, and for any reason CHP reassigns the officer(s) away from the service location, the University of California, Berkeley 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.
  
5. Cancellation of Services
  - A. University of California, Berkeley shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.
  - B. University of California, Berkeley 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. University of California, Berkeley agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) are notified of such service cancellation, University of California, Berkeley shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
  - D. 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.
  - E. 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. CHP shall provide the University of California, Berkeley with an itemized invoice which details all CHP costs for escort services under this Agreement.

Upon completion of services, an itemized invoice will be submitted in duplicate to:

University of California, Berkeley  
Attn: Amber Sanchez, Business Services Manager  
1 Sproul Hall  
Berkeley, CA 94720

University of California, Berkeley agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the CHP **General Law Enforcement Services** contained herein, the University of California, Berkeley agrees to reimburse CHP upon receipt of an itemized invoice, for 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 CHP is granted a rate increase, the University of California, Berkeley agrees to pay the increased rate. The following information is the CHP officer and sergeant overtime rates effective Fiscal Year 21/22, until superseded:

<b>CHP Classifications</b>	<b>Total Estimated Number of O/T Hours</b>	<b>Reimbursable Hourly Rates</b>	<b>Total Estimated Amount</b>
Sergeant	3,000	\$128.84	\$386,520.00
Officer	19,000	\$105.91	\$2,012,290.00
M/C Sergeant	4,000	\$133.97	\$535,880.00
M/C Miles	11,000	1.31	\$14,410.00
Automobile Miles	1,000	1.45	\$1,450.00

**Total:**

**\$2,950,550.00**

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and University of California, Berkeley agree this Agreement may be cancelled 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 University of California, Berkeley 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 University of California, Berkeley or such need for repair or replacement of property arises directly from University of California, Berkeley's 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 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 joint resolution.
8. Contractor 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 the University of California, Berkeley.