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 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
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.

<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>2</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>1</td>
</tr>
<tr>
<td>Exhibit C*</td>
<td>General Terms and Conditions (4/2017)</td>
<td>*</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Special Terms and Conditions</td>
<td>1</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 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 Spreul Hall

CITY
Berkeley

STATE
CA

ZIP
94720

PRINTED NAME OF PERSON SIGNING
Margo Bennett

TITLE
Business Services Manager

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE
Amber Sanchez

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. Saccani

TITLE
Chief, A&F

CONTRACTING AGENCY AUTHORIZED SIGNATURE

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:

<table>
<thead>
<tr>
<th>STATE AGENCY</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of California Highway Patrol</td>
<td>University of California, Berkeley</td>
</tr>
<tr>
<td>Oakland Area Office</td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>NAME</td>
</tr>
<tr>
<td>Steven Fajardin, Sergeant</td>
<td>Amber Sanchez, Business Services Manager</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>3601 Telegraph Ave, Oakland, CA 94609</td>
<td>1 Sproul Hall, Berkeley, CA 94720</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>(510) 457-2875</td>
<td>(510) 642-4303</td>
</tr>
<tr>
<td>EMAIL</td>
<td>EMAIL</td>
</tr>
<tr>
<td><a href="mailto:sfajardin@chp.ca.gov">sfajardin@chp.ca.gov</a></td>
<td><a href="mailto:ambersan@berkeley.edu">ambersan@berkeley.edu</a></td>
</tr>
</tbody>
</table>

Direct all inquiries to:

<table>
<thead>
<tr>
<th>STATE AGENCY</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of California Highway Patrol</td>
<td>University of California, Berkeley</td>
</tr>
<tr>
<td>Business Services Section/Contract Services Unit</td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>NAME</td>
</tr>
<tr>
<td>Kristal Goodell, Contract Analyst</td>
<td>Amber Sanchez, Business Services Manager</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>601 N. 7th Street, Sacramento, CA 95811</td>
<td>1 Sproul Hall, Berkeley, CA 94720</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>(916) 843-4352</td>
<td>(510) 642-4303</td>
</tr>
<tr>
<td>EMAIL</td>
<td>EMAIL</td>
</tr>
<tr>
<td><a href="mailto:kristal.goodell@chp.ca.gov">kristal.goodell@chp.ca.gov</a></td>
<td><a href="mailto:ambersan@berkeley.edu">ambersan@berkeley.edu</a></td>
</tr>
</tbody>
</table>
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:

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

Total: $2,950,550.00
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.