

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.38
(ID # 26267)

MEETING DATE:
Tuesday, November 05, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the State of California Department of General Services Standard Agreement Number 2720-24R801000 with the California Highway Patrol for Reimbursement of Certain Expenses Related to its Participation in the Riverside Auto-Theft Interdiction Detail (RAID) for Four Years; All Districts. [Total Cost \$450,000 - 100% Riverside Auto Theft Interdiction Detail Sub-Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the State of California Department of General Services Standard Agreement Number 2720-24R801000 (Agreement) with the California Highway Patrol for reimbursement of certain expenses related to its participation in the Riverside Auto-Theft Interdiction Detail (RAID) for an annual amount of \$112,500 and for a total of \$450,000 for four years through June 30, 2028;
2. Authorize the Chair of the Board to sign three (3) copies of the Agreement and required certifications on behalf of the County; and
3. Authorize Purchasing Agent to issue Purchase Orders for the services that do not exceed the approved Agreement amount.

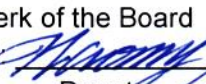
ACTION:Policy


David Lelevier, Assistant Sheriff 10/24/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: November 5, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 112,500	\$ 112,500	\$ 450,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Riverside Auto Theft Interdiction Detail Sub-Fund – 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25-27/28	

C.E.O. RECOMMENDATION: Approve

BR: 25-031

Prev. Agn. Ref.: 05/24/22 3.25

BACKGROUND:

Summary

On May 14, 1991, the Board adopted Resolution 91-265 to collect a one dollar (\$1.00) fee added to all private vehicle registrations in the County, pursuant to Vehicle Code Section 9250.14. On October 30, 2018, vehicle registration fees were increased from one dollar (\$1.00) to two dollars (\$2.00). Per this code section, the fee must be earmarked for programs designed to enhance the deterrence, investigations, and prosecution of vehicle theft crimes.

In September 1993, the Sheriff's Office received Board approval to use the trust funds to create the Riverside Auto-Theft Interdiction Detail (RAID), a multi-jurisdictional task force. Based on the recommendation of the Riverside County Law Enforcement Administrators Association, these funds were directed in equal amounts to the Sheriff's Office and the District Attorney. The Sheriff's Office created Trust Fund 5097 (now sub-fund 11013) to account for its share.

RAID interfaces with the California Highway Patrol (CHP), the Department of Insurance, the National Crime Insurance Bureau, and all law enforcement agencies in Riverside County for the sharing of information related to vehicle theft.

Pursuant to a Letter of Agreement (LOA), the Sheriff's Office utilizes the Auto-Theft Interdiction Sub-Fund to reimburse the CHP for the overtime hours, per diem and business expenses of three (3) vehicle theft investigators that the CHP provides to the RAID effort.

Impact on Residents and Businesses

Since 1993, the RAID Task Force has provided an essential crime-fighting service to County citizens and businesses. The participation of the CHP investigators and other County law enforcement agencies is vital to its efforts. As stated in the RAID Memorandum of Understanding, "Vehicle theft continues to be widespread throughout the county and requires our continuing efforts to curtail this criminal activity." It is recognized that the continued existence of the RAID Task Force is a valuable resource to County law enforcement agencies in the collective efforts to deter vehicle theft activity, increase the apprehension and identification

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

of the professional vehicle thief, increase the recovery of stolen vehicles, and educate the citizens of Riverside County in vehicle theft prevention.

Additional Fiscal Information

RAID staff has estimated the amount of the reimbursement to the CHP for FY2024-25 at \$112,500. Staff is reasonably confident that the FY2024-25 reimbursement budget will be adequate. Therefore, reimbursements for the four-year Agreement period are estimated at \$450,000.

Contract History and Price Reasonableness

On May 10, 2022 (Minute Order 3.25), the Board approved the previous RAID agreement between the CHP and the Sheriff's Office, effective July 1, 2022, through June 30, 2024. The CHP and the Sheriff's Office now wish to extend the term of the Agreement for four more years through June 30, 2028, by entering into this new Agreement.

ATTACHMENTS

- State of California Department of General Services Standard Agreement Number 2720-24R801000 - 3 Copies
- Certifications (attached to Agreement)



Melissa Curtis, Deputy Director of Purchasing and Fleet 10/23/2024



Rebecca S Cortez, Principal Management Analyst 10/30/2024



Amrit Dhillon 10/23/2024



Aaron Gettis, Chief of Deputy County Counsel 10/23/2024

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, November 05, 2024, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 2720-24R801000 between Riverside County and the California Department of Highway Patrol providing for: Reimbursement of Certain Expenses Related to its Participation in the Riverside Auto Theft Interdiction Detail (RAID) for Four Years.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez

Nays: None

Absent: None

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY: 

Deputy

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)**



August 16, 2024

County of Riverside Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

Subject: Agreement Number 24R801000-0

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
- STD 1000, Generative Artificial Intelligence (GenAI) Reporting and Factsheet. Complete and return.

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.

KELLIE AU
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

SCO ID: 2720-24R801000

CLERK'S COPY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

to Riverside County Clerk of the Board, Stop 1010

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24R801000

Post Office Box 1177, Riverside, CA 92502-1177
Thank you.

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

County of Riverside, Sheriff's Department

2. The term of this Agreement is:

START DATE

07/01/2024

THROUGH END DATE

06/30/2028

3. The maximum amount of this Agreement is:

\$450,000.00 (Four Hundred Fifty 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 - 04/2017 - Modified	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	Memorandum of Understanding	43

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.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4095 Lemon Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

CHUCK WASHINGTON

TITLE

CHAIR, BOARD OF SUPERVISORS

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

11/05/2024

ATTEST:

KIMBERLY A. RECTOR, Clerk

By

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY

10/11/2024

DATE

NOV 05 2024 3.38

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24R801000	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 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. Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for overtime costs associated with participation in the County of Riverside, on behalf of its Sheriff's Department Riverside Auto-Theft Interdiction Detail (RAID) Task Force provided by the CHP Inland Division as described in Attachment 1, Memorandum of Understanding.

The Task Force Participation to be performed by CHP Peace Officers under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

- A. CHP Inland Division shall provide three (3) full time officers and one (1) sergeant for an estimated ten (10) hours per week.
- B. The services to be performed by the CHP Peace Officers under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

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 Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the County of Riverside, Sheriff's Department.

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

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		County of Riverside, Sheriff's Department	
NAME		NAME	
Kraig Palmer, Lieutenant		Matthew Perez, Administrative Services Supervisor	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(951) 374-3617	kpalmer@chp.ca.gov	(951) 955-2971	Mperez2@riversidesheriff.org

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		County of Riverside	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Sheriff's Department	
ATTENTION		ATTENTION	
Kellie Au, Contracts Analyst		Viridiana Silva, Administrative Services Analyst II	
ADDRESS		ADDRESS	
601 North 7 th Street Sacramento, CA 95811		P.O. Box 512 Riverside, CA 92592	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-3610	Kellie.au@chp.ca.gov	(951) 955-3934	vsilva@riversidesheriff.org

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:
 - A. CHP Inland Division shall provide CHP Peace Officer(s) with vehicles and coordinate task force services. CHP Peace officer(s) may assist with other public safety needs, including but not limited to fixed or mobile positions to support law enforcement event operations. Should the CHP Inland Division be unable to fill the necessary staffing, the shortage of CHP Peace Officers will be utilized from out-of-Area uniformed personnel.
 - B. The task force service to be performed by CHP Peace 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 County of Riverside that billing of CHP Peace 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 Peace Officer(s) has reported to the assigned location and has worked less than four (4) hours, County of Riverside agrees to pay every assigned CHP Peace 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 the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, County of Riverside will be billed only for the Peace 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.
6. CANCELLATION
 - A. County of Riverside shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.
 - B. County of Riverside agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP Peace Officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP Peace Officer.
 - C. County of Riverside agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, County of Riverside shall only be charged a short notice service cancellation fee of \$150.00 per assigned CHP Peace 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. The CHP agrees to make reasonable efforts to notify the assigned CHP Peace Officer(s) of the service cancellation.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. The CHP shall provide County of Riverside with an itemized invoice which details all CHP costs for law enforcement services provided under this Agreement. Monthly itemized invoices will be submitted in duplicate to:

County of Riverside
P.O. Box 512
Riverside, CA 92502
Attn: Matthew Perez, Administrative Analyst II
Email: Mperez2@riversidesheriff.org

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

B. In consideration for the services contained herein, County of Riverside agrees to reimburse the CHP upon receipt of an itemized invoice. County of Riverside agrees to reimburse the CHP for the actual hours worked at the time services are provided for the rates listed below. 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, County of Riverside agrees to pay the increased rate. The following information is the CHP Peace Officer rates effective Fiscal Year 23/24, until superseded:

<u>CLASSIFICATION</u>	<u>RATES</u>
CHP Officer Overtime	\$122.51 per hour
CHP Sergeant Overtime	\$149.05 per hour
CHP Automobile	\$ 1.66 per mile

If the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, 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.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS – Modified 04/2017

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor 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 any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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. Contractor 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, Contractor 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 seq., CCR Title 2, Section 1896).
5. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
6. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
7. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
8. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the

**EXHIBIT C
(Standard Agreement)**

State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. TIMELINESS: Time is of the essence in this Agreement.

12. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**EXHIBIT C
(Standard Agreement)**

14. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

15. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with

**EXHIBIT C
(Standard Agreement)**

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

18. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

19. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and County of Riverside 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 County of Riverside, 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. 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.
6. County of Riverside 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. County of Riverside 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. County of Riverside 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, County of Riverside 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).
7. The County of Riverside 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 County of Riverside.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> The County of Riverside, on behalf of its Sheriff's Office		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> CHUCK WASHINGTON, CHAIR, BOARD OF SUPERVISORS		
<i>Date Executed</i> 11/05/2024	<i>Executed in the County of</i> COUNTY OF RIVERSIDE	ATTEST: KIMBERLY A. RECTOR, Clerk By  DEPUTY

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

FORM APPROVED COUNTY COUNSEL
 BY  10/11/2024
 AMBER S. DILLON DATE

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to 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.

Current State Employees (Pub. Contract Code §10410):

1). 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.

2). 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.

Former State Employees (Pub. Contract Code §10411):

1). 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.

2). 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.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

The County of Riverside, on behalf of its Sheriff's Office

Solicitation / Contract COUNTY OF RIVERSIDE	Number Bidder ID / Vendor ID (optional) 951-955-2700
Business Name 4095 Lemon St.	Business Telephone Number Riverside CA 92501
Business Address	City State Zip Code

Contract / Description of Purchase

California Highway Patrol Inland Division will perform Task Force participation.

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? Yes No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	
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2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Chuck Waf

11/05/2024

Signature

CHUCK WASHINGTON, CHAIR, BOARD OF SUPERVISORS

Date

Submit completed form to the awarding department

ATTEST:
KIMBERLY A. RECTOR, Clerk

By *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* 10/11/2024
AMRIT S. DHILLON DATE

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000