

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: AGRICULTURAL COMMISSIONER *Christine Ferraro*

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE April 22, 2008

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Contract with the California Highway Patrol for County-Provided Axle-Load Scale Testing Services for Fiscal Years 2008/2009 and 2009/2010

STAFF RECOMMENDATIONS:

Approve and authorize the Chairman of the Board of Supervisors to sign the contract with the California Highway Patrol for County-provided axle-load scale testing services for Fiscal Years 2008/2009 and 2009/2010.

FISCAL IMPACT:

The term of this agreement is two years (Fiscal Year 2008/2009 and Fiscal Year 2009/2010), and allows up to a maximum amount of \$76,000. The Agricultural Commissioner charges a fee of \$26 per scale as reimbursement for work performed. Funds will be requested in the Agricultural Commissioner's Fiscal Year 2008/2009 Proposed Budget to reflect this State contract.

BOARD ACTION AS FOLLOWS:

No. 2008-278

On motion of Supervisor Grover, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In Fiscal Year 2004/2005, the Board of Supervisors approved the first contract between the Agricultural Commissioner and the California Highway Patrol (CHP) to perform the required annual testing of CHP axle-load scales. The contract was renewed for a two-year term in Fiscal Years 2006/2007 and 2007/2008. A scale had previously been transferred from the California Department of Food and Agriculture to Stanislaus County that enabled the Agricultural Commissioner/Sealer to perform the necessary testing.

This contract will help ensure that CHP has a place for scale certification within Stanislaus County and provides the Agricultural Commissioner with an additional source of revenue for its weights and measures activities. The total contract amount is \$76,000 for Fiscal Years 2008/2009 and 2009/2010.

POLICY ISSUE:

The Board of Supervisors is asked to determine if this contract is consistent with the Board Priority of striving for Effective Partnerships.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

STANDARD AGREEMENT

STD. 213 (Rev 6/03) (CHP Automated)

CA Highway Patrol
CSU Initial: T.R.

AGREEMENT NUMBER 8C076001-0
REGISTRATION NUMBER 27200508306898

- 1. This Agreement is entered into between the State Agency and the Contractor named below
2. The term of this Agreement is: 07/01/2008 through 06/30/2010
3. The maximum amount of this Agreement is: \$76,000.00
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:

- Exhibit A - Scope of Work 2 page(s)
Exhibit B - Budget Detail and Payment Provisions 1 page(s)
Exhibit C* - General Terms and Conditions GTC 307
Check mark one item below as Exhibit D:
[] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)
[] Exhibit - D* Special Terms and Conditions page(s)
Exhibit E - Additional Provisions

Items shown with and Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.html

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

CONTRACTOR
Stanislaus County Department of Agriculture and Weights and Measures
THOMAS MAYFIELD, CHAIRMAN OF THE BOARD OF SUPERVISORS
3800 Cornucopia Way, Suite B Modesto CA 95358
AGENCY NAME
Department of California Highway Patrol
L. A. Paolini Administrative Services Officer
P.O. Box 942898, Sacramento, CA 94298-0001
California Department of General Services Use Only
APPROVED
MAY 20 2008
DEPT OF GENERAL SERVICES
BOARD OF SUPERVISORS

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to Department of California Highway Patrol (CHP) all personnel, labor, materials, tools, supplies, equipment, permits and licenses necessary to provide certification of portable scales.

2. The services shall be performed at: If checked see attached for additional service locations

Stanislaus County Department of Agriculture and Weights and Measures
3800 Cornucopia Way, Suite B
Modesto , CA 95358

3. The services shall be provided during:
Normal Stanislaus County business hours.

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

| | | | |
|---|----------------|--|----------------|
| STATE AGENCY | | CONTRACTOR | |
| Department of California Highway Patrol | | Stanislaus County Department of Agriculture and Weights and Measures | |
| NAME | | NAME | |
| Alex Salas | | | |
| TELEPHONE NUMBER | FAX NUMBER | TELEPHONE NUMBER | FAX NUMBER |
| (916) 376-3550 | (916) 376-3583 | (209) 525-4730 | (209) 525-4790 |

Direct all inquiries to:

| | | | |
|---|----------------|--|----------------|
| STATE AGENCY | | CONTRACTOR | |
| Department of California Highway Patrol | | Stanislaus County Department of Agriculture and Weights and Measures | |
| SECTION/UNIT | | SECTION/UNIT | |
| Business Services Section | | | |
| ATTENTION | | ATTENTION | |
| Alex Salas | | | |
| ADDRESS | | ADDRESS | |
| 3350 Reed Avenue, West Sacramento, CA 95605 | | 3800 Cornucopia Way, Suite B, Modesto, CA 95358 | |
| TELEPHONE NUMBER | FAX NUMBER | TELEPHONE NUMBER | FAX NUMBER |
| (916) 376-3550 | (916) 376-3583 | (209) 525-4730 | (209) 525-4790 |

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

- A. Currently, CHP uses Haenni, PAT, and MD-40 brands portable scale units.
- B. Each portable scale unit shall be certified yearly, or more often, if needed.
- C. The CHP shall deliver portable scale unit(s) for certification service to Contractor and pick up portable scale unit(s) when the service has been completed.
- D. The CHP shall not deliver more than sixty (60) portable scale units in any two (2) week period without Contractor's prior approval.
- E. Contractor shall provide certification service within ten (10) business days.
- F. The CHP reserves the right to add or delete additional brands of portable scale units with prior approval of contractor.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Alex Salas
Office: Business Services Section
Address: 3350 Reed Avenue
West Sacramento, CA 95605

2. Budget Contingency Clause

- A. 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.
- B. 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.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Payment Provisions

Upon completion of certification(s), the CHP agrees to pay Contractor at a rate of Twenty-Six Dollars and Zero Cents (\$26.00) per certification per portable scale.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to Contractor.
2. The CHP shall suspend any service provider, for a period of 360 calendar days, from competing in future IFB's when the service provider has demonstrated unsatisfactory performance in complying with or completing previously awarded Agreements.
3. If Contractor shall be temporarily unable to provide services, the state, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the agreement rate.