AGENDA
REGULAR MEETING
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

DATE: Thursday, November 17, 2016
3:00 P.M.

LOCATION: Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023

DIRECTORS: Chair Tony Boch, Vice Chair Ignacio Velazquez,
Anthony Botelho, Victor Gomez, and Jerry Muenzer
Alternates: San Benito County: Jaime De La Cruz;
City of Hollister: Mickie Luna; San Juan Bautista: Jim West

Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B, Public Comment.

3:00 P.M. CALL TO ORDER

A. ACKNOWLEDGE Certificate of Posting

B. PUBLIC COMMENT: (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. Speakers are limited to 3 minutes.)

CONSENT AGENDA:
(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. APPROVE Service Authority for Freeways and Expressways Draft Meeting Minutes Dated October 20, 2016 – Gomez

2. ADOPT Resolution No. 16-01 APPROVING Agreement No. 16R048019 with the California Highway Patrol for Call Box Answering Services for an Amount Not to Exceed Six Hundred Dollars ($600), Effective January 1, 2017 through December 31, 2019.

ADJOURN TO MEETING OF THURSDAY DECEMBER 15, 2016. AGENDA DEADLINE IS NOVEMBER 29, 2016 AT 12:00 P.M.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Service Authority for Freeways and Expressways Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board’s office at (831)637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.
MEMBERS PRESENT:
Chair Boch, Director Botelho, Director Velazquez, and Alternate De La Cruz

MEMBERS ABSENT:
Director Gomez

STAFF PRESENT:
Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:
Chair Boch called the meeting to order at 4:31 P.M.

A. Acknowledge Certificate of Posting
Upon a motion duly made by Director De La Cruz, and seconded by Director Velazquez, the Directors unanimously acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

B. Public Comment: None

CONSENT AGENDA:
1. Approve Service Authority for Freeways and Expressways Draft Meeting Minutes Dated August 18, 2016 – Gomez

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director De La Cruz, and seconded by Director Velazquez, the Directors approved Item 1 from the Consent Agenda, with an abstention from Director Botelho. Vote: 3/1/0 motion passes.

REGULAR AGENDA:
2. Approve Five-Year Contract with Case Systems for an Amount Not to Exceed $159,603 for the Maintenance and Operation of the San Benito County Emergency Call Box Program – Lezama

Ms. Lezama reported that in July, the San Benito County Service Authority for Freeways and Expressways released a Request for Proposals soliciting bids from qualified contractors for the maintenance and operation of San Benito County’s Emergency Call Box Program. A contract with Case Systems for an amount not to exceed $159,603 was prepared for the SAFE Board’s consideration.

There was no discussion or public comment on this item.
Upon a motion duly made by Director De La Cruz, and seconded by Director Botelho, the Directors unanimously approved Item 2. Vote: 4/0 motion passes.

Upon a motion duly made by Director De La Cruz, and seconded by Director Botelho, the Directors unanimously adjourned the SAFE meeting at 4:34 p.m. Vote: 4/0 motion passes.

ADJourn TO SAFE MEETING NOVEMBER 17, 2016.
Staff Report

To: Service Authority for Freeways and Expressways
From: Veronica Lezama, Transportation Planner
Date: November 17, 2016
Subject: Emergency Call Box Program

Telephone: (831) 637-7665

Recommendation:

ADOPT Resolution No. 16–01 APPROVING Agreement No. 16R048019 with the California Highway Patrol for Call Box Answering Services for an Amount Not to Exceed Six Hundred Dollars ($600), Effective January 1, 2017 through December 31, 2019.

Summary:

The Service Authority for Freeways and Expressways contracts with the California Highway Patrol for call box answering services. Calls made on San Benito County call boxes are answered by the California Highway Patrol answering center in Monterey County. This proposed resolution and agreement continues services with the California Highway Patrol.

Financial Considerations:

Costs associated with agreement are accounted for in the SAFE budget and shall not exceed six hundred dollars, effective January 1, 2017 through December 31, 2019.

Background:

SAFE is tasked with operating and maintaining a motorist aid system of call boxes on freeways and state highways in San Benito County. SAFE contracts with the California Highway Patrol for call box answering services since the installation of call boxes in 1998. There are a total of 40 call boxes in San Benito County. Four call boxes are located along Panoche Road, eight on Highway 25 north of Hollister and four along Highway 25 south of Hollister, one along Highway 146, six along Highway 101, and 17 along Highway 156.

Staff Analysis:

The California Highway Patrol (CHP) provides the Service Authority for Freeways and Expressways (SAFE) with answer those calls that are made on San Benito County call boxes and provides central emergency dispatching services. As provided for in the Streets and Highways Code section, the CHP can request reimbursement from the SAFE in California for staff expenses related to SAFE program management.

By adopting Resolution No. 16–01, the Board Directors is authorizing for SAFE to enter into an agreement, No. 16R048019, with CHP. The duration of the agreement beginning on January 1, 2017 through December 31, 2019.

Executive Director Review: _______________ Counsel Review: Yes

Attachments: Resolution No. 16-01, Exhibit A: Agreement No. 16R048019
BEFORE THE SAN BENITO COUNTY
SERVICE AUTHORITY FOR FREeways AND EXPRESSWAYS

RESOLUTION APPROVING CONTRACT WITH THE
CALIFORNIA HIGHWAY PATROL FOR CALL BOX
ANSWERING SERVICES (AGREEMENT 16R048019)
AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO SIGN THE CONTRACT

RESOLUTION NO. 16-01

WHEREAS, San Benito County Service Authority for Freeways and Expressways (SAFE) desires to enter into contract No. 16R048019, attached hereto and incorporated herein by reference as Exhibit A, in an amount not to exceed Six Hundred Dollars and No Cents ($600.00); and

WHEREAS, the SAFE complies with American with Disabilities Act (ADA) requirements by providing teletypewriter (TTY)/telecommunication devices for the hearing impaired on all emergency call boxes in San Benito County.

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Service Authority for Freeways and Expressways hereby enters into contract No. 16R048019 with the California Highway Patrol and authorizes the Executive Director to sign it, for and on behalf of the SAFE; and

BE IT FURTHER RESOLVED THAT such authorization is valid from January 1, 2017 through December 31, 2019.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY SERVICE AUTHORITY FOR FREeways AND EXPRESSWAYS on this 17th day of November, 2016, by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Tony Boch, SAFE Chair

ATTEST:
Mary Gilbert, Executive Director

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

By: Shirley L. Murphy, Deputy County Counsel
Dated: Nov. 9, 2016
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

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

STATE AGENCY’S NAME
Department of California Highway Patrol (CHP)

CONTRACTEE’S NAME
San Benito County Service Authority for Freeways and Expressways (SAFE)

2. The term of this Agreement is:

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
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<tr>
<td>1/1/2017</td>
<td>12/31/2019</td>
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3. The maximum amount of this Agreement is:

$ 600.00 (Six Hundred 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>Exhibit</th>
<th>Description</th>
<th>Pages</th>
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<tbody>
<tr>
<td>A</td>
<td>Agreement Between the Department of California Highway Patrol and San Benito County SAFE</td>
<td>7</td>
</tr>
<tr>
<td>B</td>
<td>CHP/Caltrans Call Box and Motorist Aid Guidelines, incorporated by reference, referred to as “GUIDELINES” and provided by the California Department of Transportation to all SAFE participants</td>
<td>111</td>
</tr>
<tr>
<td>C*</td>
<td>General Terms and Conditions (with exception to item #5, Indemnification)</td>
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Signatures appear on page 7 of 7 of Agreement.

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.cis.dgs.ca.gov/StandardLanguage

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

CONTRACTOR

| CONTRACTEE’S NAME (if other than an individual, state whether a corporation, partnership, etc.) |
| San Benito County SAFE |

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<tr>
<th>PRINTED NAME AND TITLE OF PERSON SIGNING</th>
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<tr>
<td>Mary Gilbert, Executive Director</td>
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| ADDRESS | |
|---------| |
| 330 Tres Pinos Road, Suite C-7, Hollister, CA 95023 | |

STATE OF CALIFORNIA

| AGENCY NAME | |
|-------------| |
| Department of California Highway Patrol | |

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<th>PRINTED NAME AND TITLE OF PERSON SIGNING</th>
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<tbody>
<tr>
<td>PATRICIA GAMONING, Purchasing Manager, Business Services Section</td>
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| ADDRESS | |
|---------| |
| P.O. Box 942898, Sacramento, CA 94298-001 | |
AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
SAN BENITO COUNTY SERVICE AUTHORITY
FOR FREEWAYS AND EXPRESSWAYS

THIS AGREEMENT is made and entered into by and between the Department of California Highway Patrol hereinafter called CHP, and San Benito County Service Authority for Freeways and Expressways, hereinafter called SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

TERMS AND CONDITIONS:

By and in consideration of the covenants and conditions herein contained, CHP and SAFE do hereby agree as follows:

1. The term of the Agreement shall be 1/1/2017 through 12/31/2019 and may be further amended as specified in point 3B by mutual consent, and upon approval of the Department of General Services.

2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," and is hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES are subject to change, SAFE shall maintain a current copy on file for the duration of this Agreement.

3. The Agreement shall remain in force subject to the following;

   A. That it shall not become effective until (1,) SAFE has submitted to CHP a copy of the resolution, order, motion, or ordinance from SAFE approving execution of the Agreement and identifying the individual authorized to sign on behalf of SAFE, and (2,) the Agreement is signed by both parties and approved by the Department of General Services.

   B. That it may be modified only in writing and signed by both parties, and shall be modified by the parties to conform to any future changes to federal or state law which affect the terms of the Agreement.
4. The CHP shall limit its review of SAFE's plans and specifications for upgrading or modifying SAFE's motorist aid call box system, which includes any potential operational affect to CHP Communications Centers, in accordance with the GUIDELINES. SAFE shall provide CHP written assurance that SAFE complies with its obligation to provide teletypewriter/telecommunication devices for the deaf. A copy of the letter shall be submitted with a copy of the minutes, order, motion, resolution, or ordinance to CHP.

5. For services and assistance herein, SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice, for charges identified in Item 14. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges.

    Payment shall be made to:
    Department of California Highway Patrol
    Fiscal Management Section
    P.O. Box 942900
    Sacramento, CA 94298-2900

    Invoices shall be sent to:
    San Benito County SAFE
    Attn: SAFE Program Manager
    330 Tres Pinos Road, Suite C-7, Hollister, CA 95023

6. The maintenance of the call box system (outside of CHP Communications Center,) including telephone service and line costs, shall be the sole responsibility of SAFE.

7. The SAFE shall reimburse CHP for all personnel costs associated with the number of operator positions CHP and SAFE agree are required to handle call box call traffic. The CHP shall only increase or decrease the number of operators after receiving a written request/commitment from SAFE stating that SAFE shall assume all personnel costs for the additional positions.

8. Six (6) months prior to the beginning of each subsequent fiscal year, if necessary, CHP shall re-evaluate CHP Communications Center call box operator staffing requirements. The most recent twelve (12) months (annual average) of call box call activity (when available) shall be used with CHP Reimbursable Position Formula defined in GUIDELINES, to determine the currently required staffing level. The CHP shall submit to SAFE a letter, with applicable substantiating data, indicating any necessary changes in staffing. The SAFE shall respond to CHP within thirty (30) days, in writing, indicating concurrence or disagreement with the recommendation.

9. The SAFE shall advise CHP of any anticipated significant new installations that should be considered into the annual staffing analysis. This notification should be made to CHP at least thirty (30) days prior to the annual staffing analysis.
10. The SAFE may request or CHP may perform, if the need arises, a staffing analysis at any time during the year. If a change in staffing is required due to an unpredicted need, CHP and/or SAFE may request, in writing, such a change. Staffing changes may be necessary for, but need not be limited to, the following: increases or decreases in the number of call boxes, or significant increases/decreases in the number of call box calls. The SAFE shall respond to CHP within thirty (30) days, in writing, indicating concurrence or disagreement with recommendation.

11. The SAFE shall pay for its proportional share of the actual wage rate for one-half (1/2) of a single CHP SAFE Coordinator position. The SAFE Coordinator position shall be used for SAFE-related services.

The SAFE’s proportional share billing “factor” shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within SAFE’s boundaries to the total number of motor vehicles registered in all counties who have entered into SAFE agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters.

12. Motorist aid call box calls shall be handled by CHP Communications Centers as third priority after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:

A. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the CHP Communications Center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait several minutes for service.

B. Call box calls should be handled within a total call handling time of 3.5 minutes (210 seconds). It is understood that the use of services such as the translation service contractor shall increase total call handling time to levels above this standard.

13. The CHP shall provide to SAFE, on a monthly basis, relevant summary call box traffic reports from the 9-1-1 Customer Premise Equipment (CPE) Management Information System (MIS) call data reporting program(s) at the CHP Communications Center handling SAFE’s call box calls. If the CPE equipment (including software) at the CHP Communications Center servicing SAFE fails or malfunctions, these reports may not be available.

14. The CHP agrees to submit an itemized invoice quarterly to SAFE which may include the following charges:

A. Personnel costs (salary and benefits) determined under the terms of the Agreement. Operator personnel costs shall be based on the third step of the wage scale for Public Safety Operators in effect at the time of invoicing. The
SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.

B. The current workload is absorbed by the local CHP Communications Center.

C. Indirect costs shall be applied to the monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by California Department of Finance and is subject to change each state fiscal year. The re-evaluation of staffing requirements shall include an explanation of the projected upcoming fiscal year indirect cost rate.

D. Translation service charges directly attributable to motorist aid call box calls and billed to CHP by a translation service contractor shall be reimbursed by SAFE. The CHP shall maintain an agreement with a translation service vendor to provide necessary interpretation/translation services for motorist-aid call box-related calls. The CHP shall bill SAFE, in arrears, quarterly for charges billed by the translation service contractor. The SAFE invoices shall be accompanied by copies of billings from the translation service contractor.

E. The telephone system costs (if applicable).

15. The CHP shall provide a standard Communications Center telephone system which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design, specifically requested for SAFE Program shall be funded by SAFE.

16. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP Communications Center equipment. In such cases, the SAFE shall be responsible for the procurement, installation, and maintenance of Communications Center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and SAFE. No equipment shall be installed in a CHP facility which does not meet all CHP operational and technical specifications. Communications Center equipment purchased by SAFE and designated as CHP property shall be maintained by CHP, otherwise SAFE accepts responsibility.

17. The maximum amount of this Agreement shall not exceed $400.00 unless amended to include options at the rates indicated below. Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges.

- FY 16/17 (01/01/17 through 06/30/17) - $100.00
- FY 17/18 (07/01/17 through 06/30/18) - $200.00
- FY 18/19 (07/01/18 through 12/31/18) - $100.00
- FY 18/19 (01/01/19 through 06/30/19) - $100.00
- FY 19/20 (07/01/19 through 12/31/19) - $100.00
18. INDEMNIFICATION

A. As authorized by Government Code Section 895.4, CHP shall defend, indemnify, and save harmless the SAFE, and all of SAFE’s appointees, officers, and employees from and against any and all claims, suits or actions for “injury” (as defined in Government Code Section 810.8) arising out of CHP’s performance under this Agreement, but only in proportion to and to the extent that the injury is caused by the negligence or intentional acts or omissions of CHP, or CHP’s appointees, officers, or employees, during the course and scope of this Agreement. CHP shall reimburse SAFE for all expenses, including court costs and reasonable attorney fees, incurred by reason of such claims, suits or actions, or incurred in seeking indemnity or other recovery from CHP thereunder.

B. As authorized by Government Code Section 895.4, SAFE shall defend, indemnify, and save harmless the CHP, and all of CHP’s appointees, officers, and employees from and against any and all claims, suits or actions for “injury” (as defined in Government Code Section 810.8) arising out of SAFE’s performance under this Agreement, but only in proportion to and to the extent that the injury is caused by the negligence or intentional acts or omissions of SAFE, or SAFE’s appointees, officers, contractors, or subcontractors, during the course and scope of this Agreement. SAFE shall reimburse CHP for all expenses, including court costs and reasonable attorney fees, incurred by reason of such claims, suits or actions, or incurred in seeking indemnity or other recovery from SAFE thereunder.

C. Neither termination nor completion of this Agreement shall release either CHP or SAFE from the obligations of this Article, so long as the claim, suit, action, or expense is predicated upon an event that occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

19. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and SAFE. The arbitrator’s decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under the Agreement, and such continued performance of their duties under the Agreement, and such continued performance shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.
20. All services under this agreement shall be coordinated by:

Department of the California Highway Patrol  
Communications Centers Support Section  
601 North 7th Street, Building C  
Sacramento, CA 95811  
(916) 843-4280

The contact person shall be the CHP SAFE Coordinator.

21. The Agreement and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

22. Under no circumstances shall SAFE or its subcontractor(s) use the name “California Highway Patrol” or “CHP” to promote a product which is part of the call box system without the written consent of CHP.

23. The auditing parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, SAFE and CHP may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the contract. The SAFE and CHP agree 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 (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., CCR Title 2, Section 1896). SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

24. This agreement may be amended by written mutual consent of the parties hereto.
25. This Agreement is entered into by the parties listed below and shall be effective upon parties' signature and approval by the Department of General Services Office of Legal Services. By executing this Agreement, the representatives of CHP and San Benito County SAFE warrant that they have reviewed and fully understand all provisions of this Agreement, and are authorized to bind their respective agencies to all terms of these provisions.

STATE OF CALIFORNIA
Department of California Highway Patrol

PATRICIA GAMONING
Procurement Manager
Business Services Section

Date

San Benito County
Service Authority for Freeways and Expressways

Executive Director

Mary Gilbert, Executive Director
Printed Name of Signatory

Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy
DEPUTY COUNTY COUNSEL

Shirley L. Murphy, Deputy County Counsel
Printed Name of Signatory

Nov. 9, 2016
Date
CCC 307 – 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.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
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<tbody>
<tr>
<td>San Benito County Service Authority for Freeways and Expressways</td>
<td>94-60000530</td>
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<th>By (Authorized Signature)</th>
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<th>Printed Name and Title of Person Signing</th>
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<tr>
<td>Mary Gilbert, Executive Director</td>
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<td>San Benito</td>
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CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12980 (a-f) and CCR, Title 2, Section 8103) (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.

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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 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. (PCC 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.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: http://www.ols.dgs.ca.gov/Standard Language/default.htm.