

Exhibit A, Scope of Work

1. Introduction

The California Public Utilities Commission (*hereinafter referred to as the CPUC*) regulates services and utilities, projects consumers, safeguards the environment, and assures Californians' access to safe and reliable utility infrastructure and services. The essential services regulated include electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

This Agreement with the Napa County District Attorney (*hereinafter referred to as the NDA*) is to provide Law Enforcement Services to assist the CPUC's Transportation Enforcement Branch with conducting field operations.

2. Location of Services and Work Environment

The NDA will provide the following for roadside inspections in Napa County, California:

- a) One (1) NDA Inspector to arrive at the designated site, on the scheduled date(s) and time(s) mutually agreed upon by the NDA and the CPUC.
- b) One (1) NDA Inspector to check in and out with on-site CPUC staff and have CPUC staff sign off on the Safety Services Program Daily Report form (Exhibit A, Attachment 1) and complete the Transportation Enforcement Branch (TEB) Field Operation, After Action Report (Exhibit A, Attachment 2) provided by CPUC, at the end of the shift, confirming the hours worked, as specified in the Exhibit B, Budget Detail and Payment Provisions. The CPUC shall send the NDA the signed form for billing purposes. The CPUC staff shall fill in start and end times showing hours NDA personnel worked.
- c) Changes to the proposed plan, such as additional hours, dates, and inspection sites, may be requested on an as-needed basis. The total hours of duty worked by NDA personnel requested shall be mutually agreed upon by the NDA and the CPUC.

3. Contractor Responsibilities

- a) At the request of the CPUC, the NDA shall coordinate and provide one (1) Investigator to participate in field enforcement operations which focuses upon buses and limousines on an "as-needed" basis at various locations throughout the Napa County.
- b) The NDA shall work alongside the CPUC investigators as they conduct surveillance and contact bus and limousine drivers to obtain required documentary information (e.g.- waybills, driver licenses, insurance, etc.). NDA investigators will actively participate in the requesting and analysis of these documents and, as necessary, will contribute to the collection of evidence (e.g.- photos and documents) and preparation of reports in support of CPUC's cases.
- c) The NDA Investigators have, and will continue to, liaise with District Attorney Investigators in adjacent counties (e.g.- Sonoma, San Joaquin, El Dorado) to facilitate field operations in those counties.

4. CPUC Responsibilities

The CPUC shall:

- a) The CPUC Project Representative shall request NDA personnel services at least seventy-two (72) hours in advance of the date services are needed. The CPUC Project Representative sends a request via e-mail to Leslie.pate@countyofnapa.org.
- b) The CPUC may submit service requests prior to the seventy-two (72) hour window on an emergency basis. If NDA assistance is required within the seventy-two (72) hour window, there shall not be an additional premium charged to the CPUC above the accepted overtime reimbursable rates, per classification (see Exhibit B, Attachment 1).
- c) The Chief Investigator will ensure that an NDA Investigator is assigned to the operation. The NDA Investigator(s) provided for the services will be working outside their normal shifts, thus Investigators will be paid at the standard overtime rate.
- d) The CPUC personnel shall identify themselves and explain their authority and intent to each driver/party contacted who is subject to an enforcement action.

5. Cancellations

- a) Cancellations for service made by CPUC twenty-four (24) hours or more in advance of scheduled service(s) shall be without charge to CPUC.
- b) In case of unforeseen events, such as inclement weather or other emergencies that prevent CPUC or NDA staff from going forward with scheduled services, the CPUC and the NDA reserve the right to cancel scheduled service(s) without prior notice and without fees.

6. Period of Performance

The term of this Agreement is five (5) years and shall begin upon the approval of Department of General Services (DGS) or under CPUC's Delegation Authority. The Agreement shall not be increased, and the expiration shall not be extended by either the CPUC or the NDA.

7. Amendments

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 this Agreement is binding on any of the parties.

This Agreement can be amended to reflect a new updated Exhibit B, Attachment 1, Cost Sheet to incorporate any salary adjustments to the rate. If CPUC exercises the option to amend as deemed necessary by both the CPUC and the Contractor, the amendment must be signed by the parties through a formal Amendment.

8. Contract Representatives Information

The Contract Representatives during the term of this Agreement are as follows:

Requesting Agency: California Public Utilities Commission	Providing Agency: Napa County District Attorney's Office
Name: Rahmon Momoh	Name: Leslie Pate, Chief Investigator
Address: 505 Van Ness Ave., San Francisco, CA 94102	Address: 1127 First St., Napa, CA 94559
Phone: (415) 816-5754	Phone: (707) 253-4019
E-mail: Rahmon.Momoh@cpuc.ca.gov	E-mail: Leslie.pate@countyofnapa.org

Direct all administrative inquiries to:

Requesting Agency: California Public Utilities Commission	Providing Agency: Napa County District Attorney's Office
Section/Unit: Contracting Unit	Section/Unit: Investigations
Attention: Michelle Thibeaux-Smith, SSA	Attention: Leslie Pate, Chief Investigator
Address: 400R Street, Suite 250 Sacramento, CA 95814	Address: 1127 First St. Napa, CA 94559
Email: michelle.thibeaux-smith@cpuc.ca.gov	Phone: (707) 253-4019

The Contractor shall notify CPUC, Contract Manager within five (5) working days of a change in the Contract Representatives. The role of the Contract Representative is to manage all contractual obligations associated with this Agreement. The Contract Representative also acts as the single point of contact and is responsible for resource coordination, issues resolution and issues escalation.

** Do not include travel time

OPERATION SUMMARY

If Joint Operation (list external agencies)			
Operation Mode (Foot, Vehicle, On-Site):		Operation Location:	
TCP # of Carrier Observations:		TCP # of Probable Violations:	
TNC # of Carrier Observations:		TNC # of Probable Violations:	
PSC # of Carrier Observations:		PSC # of Probable Violations:	
# C&D's Issued in the Field:		# Impounds	
# Citations Issued in the Field: (for future ref)			

OPERATION DETAIL – Probable Violations (as verified in TCP)

Obs. #	TNC/TCP/ PSC #	Plate # and VIN And If Listed (Y or No)	Carrier Name, Driver Name, DL# & Class	Permit Status	W/C	PLPD	RWC	Impound

LEGEND:

Plate #, VIN #, & Listed: License Plate number and is the vehicle listed on the equipment list?

W/C = Workers' Compensation coverage? (Yes or No)

PLPD = Yes or No

Permit Status (of permit or certificate) = Active, Revoked, Suspended, Cancelled, No permit

Relationship with Carrier (RWC) = Owner, Employee, Sub-carrier, other

Impound = Yes or No

Note: If you need more room on the table above to enter data related to probable violations, please expand the table to meet your needs. The table does not reflect all relevant documents you may collect or verify on TCP/Case Tracker. You may collect additional relevant data not listed in the table above that is necessary for an Investigative Report (please include all relevant data in this After-Action Report).

CONCLUSIONS/RECOMMENDATIONS

Please summarize the overall operation and provide conclusions and recommendations for action items (items for continuous improvement) going forward and list any notes of interest. If need more room, can add an attachment.

Exhibit B, Budget Detail Payment and Provisions

1. Invoicing and Payment

A. Compensation

California Public Utilities Commission (CPUC) use of services provided by Agency constitutes an obligation. As compensation for the satisfactory completion of the services as specified in **Exhibit A**, shall be entitled to a sum not to exceed the amount specified on STD 213 and/or its Amendment approved by Department of General Services (DGS) and/or by CPUC delegation authority.

B. Invoice Details

Agency and CPUC agrees to:

- 1) Gifts, donations, and gratuities shall not be accepted by NDA or CPUC employees on their own behalf or on behalf of their respective departments, informal squad club, or other local funds while performing duties for CPUC.
- 2) For services satisfactorily rendered and upon receipt and approval of the invoices, CPUC agrees to compensate NDA for actual expenditures incurred in accordance with the rates specified on the NDA invoice, which shall reflect the actual pay rate for NDA personnel at the time services were provided. The rate appearing on the invoice shall reflect overtime rates as applicable.
- 3) Assigned CPUC Inspectors will handwrite the start and end times on Exhibit A, Attachment 1, Safety Services Program Daily Report Form and the TEB Field Operation, After Action Report (Exhibit A, Attachment 2) to reflect the actual hours each uniformed CHP personnel worked at the end of each shift. These are the hours for which CPUC will be invoiced.

C. Invoice Submission

Invoices shall be signed by the Contractor and submitted in duplicate (including original invoice) not more frequently than monthly in arrears to:

California Public Utilities Commission
Fiscal Office, Room 3000
505 Van Ness Avenue
San Francisco, CA 94102
ATTN: Account Payable Technician
Or
APIInvoice@cpuc.ca.gov

AND

Cc'd to the CPUC Project Manager at Rahmon.Momoh@cpuc.ca.gov for approval.

- 1) The CPUC Project Manager will review, sign, and return invoices to CPUC Fiscal. Invoiced items of the Contractor, which are not included in Exhibit B-1 will automatically be rejected and denied for invoice payment
- 2) The NDA shall provide CPUC with an itemized invoice detailing NDA costs for services performed under this Agreement within forty-five (45) days of services being provided.
- 3) The NDA shall submit one (1) original electronic PDF copy of each invoice.

D. Retention of Records and Audit Requirement

The Contractor's invoices will be subject to a financial audit by CPUC at any time within three (3) years of completion of the work.

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 CPUC 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 CPUC shall have the option to either cancel this Agreement with no liability occurring to the CPUC 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.

Exhibit B, Attachment 1, Cost Sheet

NDA Investigators Hourly Billing Rates for FY 21/22*

Category Description	Regular Rate	Overtime Rate
Personnel		
Investigator	\$70.15	\$105.24

*Billing rates reflect the most current rates for NDA. CPUC reserve the right to amend this Agreement for rate increased through a formal Amendment. NDA must notify CPUC within thirty (30) calendar to request the approval of a funding increase to address the new billing rates. NDA will notify CPUC Contract Manager through a written or electronic notification.

Exhibit C, General Terms and Conditions

The General Terms and Conditions, GTC 04/2017 will be included and adhere to in the Agreement by reference to the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language> and the PDF version link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINAL.pdf?la=en&hash=18A8A88034FCB8A5307FB64B20B33CF485F4C0D8>

Exhibit D, Special Terms and Conditions

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Dispute Resolution

A dispute for purposes of this section is a disagreement between Contractor and CPUC in the performance of the Agreement, which is unable to be resolved between Contractor and Program Staff ("Dispute"). In the event of a Dispute, Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission, Executive Director, or designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or designee shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Executive Director or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall control over any other.

State reserves the right to issue an order to stop work in the event that a dispute should arise, the stop work order will be in effect until the dispute has been resolved.

3. Subcontracts

A. Contractor shall submit any proposed subcontracts to the Contract Manager for its prior written approval before entering into the same. No work shall be subcontracted without the prior approval of the Contract Manager. Upon termination of any subcontract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category with a similar DVBE contractor, and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation will be reported to DGS DVBE program for possible enforcement action, including without limitation be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. Contractor shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. It is the intention of the parties than no subcontractors shall be deemed an employee of the State. Contractor agrees to take any and all actions necessary to comply with this intention.

4. Relationship with Contractor and Subcontractor

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not communicate with subcontractors except through Contractor's Contract Manager.

All requests for changes of work within this subcontract shall be in writing between the Contract Manager for Commission and the Contract Manager for Contractor.

5. Commission Staff

Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor.

6. Ownership of Data

Data developed for this contract shall become the property of the State. Contractor shall not disclose data without the permission of the Commission's Contract Manager. Each report shall also become the property of the State and shall not be disclosed except in such manner and such time as the Commission's Contract Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 7.

7. Confidentiality of Data/Nondisclosure Agreement

The Consultant ("Signatory"), for itself and its employees, principals, agents, and subcontractors, acknowledges by signing this Agreement it agrees to perform the task(s) under this Agreement. The Signatory recognizes that it may be required to have access to data, information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this data, information and documents may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the Commission Staff has broad statutory authority to compel the production of such information subject to the provisions of Public Utilities Code 583 and General Order 66-D. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of a public hearing or with permission of the Commission.

The Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-D and agrees to be subject to and to fully comply with these legal provisions in discharging its responsibilities. Such compliance includes abiding by the terms of prohibiting public disclosure of confidential information and submitting to the jurisdiction of the Commission for the purposes of enforcing Public Utilities Code Section 583.

The Signatory further recognizes that the data, information and documents obtained during the course of its work for the Commission may be subject to other requirements for nondisclosure which include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information and Signatory may not disclose such data, information and documents without the prior written consent of the Commission or its Staff who.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express prior written consent, and to return all data, information and documents obtained during the course of the Agreement immediately upon request or termination. The Signatory agrees to immediately notify the Commission Staff of any inquiries from third parties which request disclosure of any data, information, or documents.

The Signatory will not comment publicly to the press or any other media regarding its work, or the Commission's action on the same, except to the Commission Staff, Signatory's own personnel and/or subcontractors involved in

the completion of tasks under this agreement, or at a public hearing, or in response to questions from a legislative committee.

In addition, the Signatory agrees that prior to commencement of any work associated with this Agreement, the signatory shall: (1) provide a copy of this section of the Agreement, Public Utilities Code Section 583 and General Order 66-D to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are such to these legal provisions and must comply with Confidentiality of Data Agreement/Nondisclosure Section.

The requirements of this Section are in addition to, not in substitution, of any separate Non-Disclosure Agreement or similar agreement which may be required by Commission Staff prior to accessing CPUC data, information, or documents

Ninety days after any document submitted has become a part of the public records of the State, Signatory may at its own expense, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

8. **Termination-Bankruptcy**

In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five (5) days' notice in writing to the Contractor.

9. **Termination for Convenience**

State may at its option terminate this contract, with or without cause, at any time upon giving thirty (30) days' notice in writing to Contractor. In such event, Contractor agrees to adhere to the instructions provided in such termination notice, including immediately stopping work, and to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay Contractor for all services satisfactorily rendered prior to such notice of termination and for all reasonable expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

10. **Termination in Event of Breach**

In the event of any breach of this contract after notice and failure to cure a default, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

11. **Waiver**

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be

construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

12. Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.
- B. In the event this contract is terminated, State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13. Conflict of Interest

Contractor agrees to refrain from entering into any relationship which could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's Contract Manager promptly of any potential conflict of interest, including subcontractors. The Commission may exercise its option to terminate this Agreement if a conflict is found.

14. Complete Agreement

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

15. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

16. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

17. Tax Delinquencies

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Franchise Tax Board (FTB) and California Department of Tax and Fee Administration (CDTFA) will post and periodically update lists of the 500 largest tax delinquencies

on their websites as required by law. If the Commission determines that the Contractor or any of its subcontractors are on either the FTB or CDTFA list at any time before or during the contract term, this will be grounds for termination of the contract.

18. Registration with Secretary of State

All business entities doing business within the State must be admitted and registered with the State of California Secretary of State and maintain applicable State of California licenses as required by law. All businesses who do not possess active State of California licenses required to perform the contract services in the scope of work, or who are not admitted or registered with the Secretary of State as required by law during the Agreement term may have their Agreement terminated at the discretion of the Commission.

19. Amendments

- A. 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 this Agreement is binding on any of the parties.
- B. CPUC reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

20. Insurance Requirements

- A. The certificate of insurance must include the following provisions:

The Government agency must maintain insurance throughout the entire term of the Agreement and shall be a condition of the CPUC's obligation to provide services under this Agreement. The Government agency and any subcontractor shall furnish to the CPUC evidence of valid coverage. The following shall be considered evidence of coverage: Government agency may provide proof of self-insurance; a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Government agency's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the CPUC conveys no rights or privileges to the CPUC, nor does it insure any CPUC employee or ensure any premises owned, leased, used by or otherwise or under the control of the CPUC. It does, however, serve to provide the CPUC with proof that the Government agency and any subcontractors are insured at the minimum levels required by the State of California.

The Government agency agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Government agency's insurance provider must agree to give at least thirty (30) days prior notice to the CPUC before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The CPUC and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Government agency fails to keep insurance coverage as required herein in effect at all times, the Government agency reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

The Government agency hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured.