

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

OEIS-21-110853

PURCHASING AUTHORITY NUMBER (if applicable)

OEIS 3355

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

CONTRACTING AGENCY NAME

Office of Energy Infrastructure Safety

CONTRACTOR NAME

Department of General Services - Office of Administrative Hearings

2. The term of this Agreement is:

START DATE

July 13, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$247,328.00 Two Hundred Forty Seven Thousand Three Hundred Twenty Eight 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	PAGE
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Exhibit C*	General Terms and Conditions	GIA 610

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 WHERE OF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Department of General Services - Office of Administrative Hearings

CONTRACTOR BUSINESS ADDRESS

2349 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Bob N. Varma

TITLE

Deputy Director

CONTRACTOR AUTHORIZED SIGNATURE

Bob Varma

DATE SIGNED

July 12, 2022

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

OEIS-21-110853

PURCHASING AUTHORITY NUMBER (if applicable)

OEIS 3355

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Office of Energy Infrastructure Safety

CONTRACTING AGENCY ADDRESS

715 P Street, 20th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Caroline Thomas Jacobs

TITLE

Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Caroline Thomas JacobsCaroline Thomas Jacobs (Jul 20, 2022 08:28 PDT)

DATE SIGNED

July 20, 2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



Date Stamped: July 20, 2022

EXEMPTION, IF APPLICABLE

SCM Vol. 1, 4.04.A.5

EXHIBIT A

SCOPE OF WORK

It is necessary for the Office of Energy Infrastructure Safety (Energy Safety) to contract with the Department of General Services, Office of Administrative Hearings to provide hearing examiners for the hearing process required by Government Code section 15475.4.

1. PROJECT REPRESENTATIVES

A. The Contract Administrators during the term of this Agreement will be:

Energy Safety Contract Administrator		Contractor's Contract Administrator	
Name	Stephanie Ogren	Name:	Cara Kenyon
Title:	General Counsel	Title:	AGPA
Address:	715 P Street, 20 th Floor Sacramento, CA 95814	Addresses:	2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833
Phone:	(279) 465-2768	Phone:	(279) 799-3878
Email:	Stephanie.Ogren@energysafety.ca.gov	Email:	Cara.Kenyon@dgs.ca.gov

B. Any changes in Contractor's Contract Administrator must be immediately reported verbally and in writing to the Energy Safety Contract Administrator

2. SERVICE DETAILS

A. BACKGROUND AND OBJECTIVE

The Office of Energy Infrastructure Safety (Energy Safety) is a department under the Natural Resources Agency with the primary purpose of ensuring electrical utilities are taking effective actions to reduce utility-related wildfire risk. Electrical corporations are required to prepare and submit Wildfire Mitigation Plans (WMPs) to Energy Safety for review and approval. WMPs should describe how the electrical corporation is constructing, maintaining, and operating its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire. The compliance team at Energy Safety conducts assessments of whether each electrical corporation is satisfactorily implementing its WMP. Energy Safety compliance officer may issue any of the following:

(1) Notice of defect, identifying a deficiency, error, or condition increasing the risk of ignition posed by electrical lines and equipment requiring correction.

(2) Notice of violation, identifying noncompliance with an approved Wildfire Mitigation Plan or any law, regulation, or guideline within the authority of the Office.

The notice of defect or violation may direct the regulated entity to correct any defect or noncompliance with the approved wildfire mitigation plan or failure to comply with any laws,

regulations, or guidelines within the authority of the office. Government Code section 15475.4 provides that the utilities may request a hearing after service of a notice of defect or violation. Energy Safety requires a contractor to act as the hearing examiner to preside over that hearing process.

B. WORK TO BE PERFORMED

The Contractor shall provide hearing examiner services to Energy Safety pursuant to Government Code section 15475.4 and 14 CCR § 29104. The purpose of the hearing will be to allow the electrical corporations to present additional information in support of its opposition to the notice of defect or violation. Contractor will provide a proposed determination regarding whether the notice of defect or violation should stand and, if applicable, whether the electrical corporation must take the corrective action identified.

- 1) A Regulated Entity may request a hearing to take public comment or present additional information within thirty (30) days of issuance of a notice of defect or violation.
- 2) After a hearing request is submitted, the Energy Safety will initiate a request to set a hearing with the Contractor. Energy Safety will submit the request for hearing and supporting materials to Contractor.
- 3) Contractor shall designate a Hearing Examiner. Within fifteen (15) days of Contractor's receipt of the request to set a hearing, the Hearing Examiner shall set a schedule for the submission of information and public comment and provide instructions for submission of documents to Energy Safety.
- 4) Energy Safety will ensure all notices and schedules are posted and available for review on the Energy Safety's website. Energy Safety will also coordinate submission of public comment and will ensure that public comments and information received by the Energy Safety are provided to Contractor in accordance with the issued schedule.
- 5) Hearing Examiner's submission schedule should ensure that all materials are received by the Contractor within fifty (50) days of Contractor's receipt of the request to set a hearing. The Hearing Examiner may require parties to submit and view evidence using electronic evidence software.
- 6) The Hearing Examiner may request additional written information from the parties after the initial submission schedule and may modify the schedule accordingly. The Hearing Examiner should endeavor to exercise this discretion only when necessary and to strive for an expedient resolution of hearings wherever possible.
- 7) No later than thirty (30) days after the final submission of information and public comment, Hearing Examiner shall issue a written proposed determination based on the evidence presented at the hearing. The proposed determination shall include the Hearing Examiner's findings of fact and conclusions. The Hearing Examiner may concur with the notice

of defect or violation or may determine that it is unsubstantiated by a preponderance of the evidence.

- 8) The proposed determinations either will be mailed to:

Office of Energy Infrastructure Safety
Attention: Legal Division
715 P Street, 20th Floor
Sacramento, CA 95814

or will be made available for Energy Safety viewing through OAH's Secure File Transfer system and through Contractor's electronic evidence software provider.

- 9) Contractor shall retain case files after the case is closed in accordance with the Contractor's record retention schedule. Contractor shall prepare administrative records upon request.

- 10) Contractor and Energy Safety shall provide each other with necessary documents, including, but not limited to case files, the relevant statutes and regulations, and orientation, training or technical assistance as may be necessary for each to perform their roles, as outlined above, in the hearing process.

3. ADDITIONAL PROVISIONS

- A. Nothing in this contract suspends or otherwise limits Contractor's obligations under the California Public Records Act.

B. SUBCONTRACTING

The Contractor shall be responsible for all work performed under this agreement. All persons engaged in the work will be considered employees of the Contractor. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the Energy Safety, the Contractor shall immediately remove such subcontractor upon written request of Energy Safety and the subcontractor shall not be employed for any portion of the contract. Energy Safety will not entertain requests to arbitrate disputes among subcontracts concerning responsibility for performing any part of the work. Any and all changes in subcontractual relationship during the term of this agreement must be submitted to the Contract Administrators in writing within 10 working days of said change.

C. CANCELLATION PROVISION

This Agreement may be cancelled at any time by either party, in writing, with ninety (90) day advance notice. If cancelled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made by the Energy

Safety upon receipt of an invoice covering all costs incurred which were previously authorized prior to notice of cancellation or termination.

EXHIBIT B

Budget Detail and Payment Provisions

1. **INVOICING AND PAYMENT**

- A. For services satisfactorily rendered, OEIS agrees to compensate OAH for actual expenditures incurred in accordance with the Department of General Services' Price Book rates in effect for the time period covered by this Agreement. DGS' Price Book rates are published at:
<http://www.dgs.ca.gov/OFS/Price-Book.aspx>.
- B. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- C. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.
- D. OAH shall submit all invoices upon completion of work. OAH shall be paid no more frequently than monthly, in arrears, through the State Controller Journal Entry method pursuant to Section 11255 of the Government Code.
- E. Invoices will include, as applicable:
- 1) Contract Number
 - 2) Date of Invoice
 - 3) Date of Service
 - 4) Description of Service, applicable rates and total dollar amount
 - 5) Contact phone number for billing questions
- F. Back up billing detail shall be submitted monthly by OAH to
invoices@energysafety.ca.gov
- Should an invoice be disputed, OAH will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

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, OEIS shall have no liability to pay any funds whatsoever to OAH or to furnish any other considerations under this Agreement and OAH 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, OEIS shall have the option to either cancel this Agreement with no liability occurring to the OEIS, or offer an Agreement Amendment to the OAH to reflect the reduced amount.
- C. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

3. **NON-PAYMENT CLAUSES**

- A. Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transaction Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department.
- B. The option shall be used on a limited basis and only when the following conditions are met:
- i. the invoice was not paid by the requested due date;

- ii. nonpayment provisions are included in the interagency agreement between the departments;
 - iii. the invoice has not been disputed; and
 - iv. a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.
- C. Consistent with Department of Finance Budget Letter No. 10-10, the department receiving the services (or debtor department) shall provide the appropriation to charge if payment is not made timely. The appropriation data must include fund number, organization code, fiscal year, reference, and category or program. If applicable, also include element, component, and task. It is the responsibility of the department providing the services to ensure that no disputes exist prior to submitting a TR to the SCO.

4. RATE ADJUSTMENTS

Upon mutual agreement of the parties hereto, contracted rates may be adjusted, and this Agreement amended to reflect a rate change.

EXHIBIT B, ATTCHMENT 1

COST SHEET

Fiscal Year 22/23				
A. PERSONNEL	Hourly Salary**	Average Hours Per Case	Average Number of Cases	Total
*Administrative Law Judge	\$ 351.00	15	20	\$ 105,300.00
Personnel Subtotal(A)				\$ 105,300.00
B. OPERATING COSTS				
* Administrative Fees (Filing Fee of \$125.00 per case)**				\$ 2,500.00
*Electronic Recording Fee (\$30 per case)**				\$ 600.00
Meetings and Trainings (\$318.00/hr) (not to exceed 4 hours and not to exceed 4 staff) <i>(one meeting per year and/or one training per year - or as needed)</i>				\$ 10,176.00
Operating Costs Subtotal (B)				\$ 13,276.00
TOTAL FOR FISCAL YEAR 22/23 (A+B)				\$ 118,576.00
Fiscal Year 23/24				
A. PERSONNEL	Hourly Salary**	Average Hours Per Case	Average Number of Cases	Total
*Administrative Law Judge	\$ 351.00	15	10	\$ 52,650.00
Personnel Subtotal(A)				\$ 52,650.00
B. OPERATING COSTS				
* Administrative Fees (Filing Fee of \$125.00 per case)**				\$ 1,250.00
*Electronic Recording Fee (\$30 per case)**				\$ 300.00
Meetings and Trainings (\$318.00/hr) (not to exceed 4 hours and not to exceed 4 staff) <i>(one meeting per year and/or one training per year - or as needed)</i>				\$ 10,176.00
Operating Costs Subtotal (B)				\$ 11,726.00
TOTAL FOR FISCAL YEAR 23/24 (A+B)				\$ 64,376.00
Fiscal Year 24/25				
A. PERSONNEL	Hourly Salary**	Average Hours Per Case	Average Number of Cases	Total
*Administrative Law Judge	\$ 351.00	15	10	\$ 52,650.00
Personnel Subtotal(A)				\$ 52,650.00
B. OPERATING COSTS				
* Administrative Fees (Filing Fee of \$125.00 per case)**				\$ 1,250.00
*Electronic Recording Fee (\$30 per case)**				\$ 300.00
Meetings and Trainings (\$318.00/hr) (not to exceed 4 hours and not to exceed 4 staff) <i>(one meeting per year and/or one training per year - or as needed)</i>				\$ 10,176.00
Operating Costs Subtotal (B)				\$ 11,726.00
TOTAL FOR FISCAL YEAR 24/25 (A+B)				\$ 64,376.00
TOTAL CONTRACT AMT for FY 22/23 thru 24/25 =				\$ 247,328.00

**Pricebook amounts are subject to change