

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**FPPC1801**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

FAIR POLITICAL PRACTICES COMMISSION

CONTRACTOR'S NAME

CITY OF SACRAMENTO

2. The term of this Agreement is: 3/1/2018 through 12/31/2019

3. The maximum amount of this Agreement is: \$ 300,000.00  
 THREE HUNDRED THOUSAND DOLLARS AND NO/100

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 0 page(s)

Exhibit B – Budget Detail and Payment Provisions 0 page(s)

Exhibit C\* – General Terms and Conditions 0

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 0 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 0 page(s)

Exhibit F - City of Sacramento contract in full 7 pages

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

**CONTRACTOR**

**California Department of General Services Use Only**

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

CITY OF SACRAMENTO

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

MINDY CUPPY CITY CLERK

ADDRESS

915 I STREET, NEW CITY HALL, 4<sup>TH</sup> FLOOR, SACRAMENTO, CA 95814

**STATE OF CALIFORNIA**

AGENCY NAME

FAIR POLITICAL PRACTICES COMMISSION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

LORESSA HON CHIEF OF ADMIN

ADDRESS

1102 Q STREET, SUITE 3000, SACRAMENTO, CA 95811

Exempt per:

Exhibit F

Reset Form

SACRAMENTO  
Office of the City Clerk

Requires Council Approval:  N  Y  
Council Meeting Date: 04/18/2018

Real Estate  Other Party Signature Needed  Recording Requested

**General Information**

Contract Type: Service Agreement  
PO Type:  
\$ Not to Exceed: \$300,000.00  
Other Party: FFPC  
Project Name: Campaign Law Enforce Agmt  
Council Number: File 2018-00574  
Council Motion #: 2018-0103 (approved)

Attachment #:  
Original Doc #:  
Certified Copies of Document:  
Deed:  
Tax ID # (if applicable):  
Preferences:  
LBE  SBE  DBE  MWBE

**Department Information**

Department: City Clerk  
Project Manager: N/A  
Contract Services: Tiffany Fabiani  
Phone Number: 808-5790  
Comment: Other Party: Fair Political Practices Commission (FPPC)  
Project Name: Capaign Law Enforcement Agreement  
Division: Campaign/Elections  
Supervisor: N/A  
Division Manager: Mindy Cuppy  
Date: 04/18/2018 Org Number: 04001011

**Review and Signature Routing**

Department	Signature or Initial	Date
Project Manager:		
Accounting:		
Contract Services:		4/20/18
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:		4-20-18

Send Interoffice Mail  Notify for Pick Up Name and Phone Ext Tiffany Ext. 5790

Authorization	Signature or Initial	Date
Department Director:		4-20-18
City Manager: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		

**Contract Cover/Routing Form: Must Accompany ALL Contracts;**  
however, it is not part of the contract.



**2018-0550**

With: Fair Political Practices  
Commission (FPPC)  
Title: Campaign Law Enforcement Agmt

**For City Clerk Processing**

Finalized:

Initial:

Date:

Imaged:

Initial:

Date:

Received:

(City Clerk Stamp Here)

**STATE OF CALIFORNIA  
FAIR POLITICAL PRACTICES COMMISSION  
AND  
CITY OF SACRAMENTO  
CAMPAIGN LAW ENFORCEMENT AGREEMENT**

This agreement is made and entered into this 23rd day of February 2018, by and between the State of California, acting by and through the Fair Political Practices Commission, (hereinafter referred to as the "FPPC") and the City of Sacramento (hereinafter referred to as the "City").

WHEREAS, the City has determined that it is in the best interest of the City to retain the services of the FPPC to provide for the administration, implementation, and enforcement of campaign laws under Sacramento City Code, Chapter 2.13 "Campaign Contribution Limitations" (hereafter, "Chapter 2.13").

WHEREAS, the FPPC has the special skills, knowledge, experience, and expertise in the enforcement and interpretation of campaign laws necessary to effectively advise, assist, litigate, and otherwise represent the City on such matters.

WHEREAS, the FPPC is agreeable to providing for the enforcement and interpretation of campaign laws under the provisions of Chapter 2.13.

WHEREAS, the FPPC's administration, implementation, and enforcement of campaign laws under the provisions of the Chapter 2.13 is expressly authorized by California Government Code Section 83123.7.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The FPPC agrees to provide the City campaign law enforcement and interpretation services for the impartial, effective administration, implementation, and enforcement of the Chapter 2.13 as dictated in paragraph 2.
2. Campaign Law Enforcement Services.

A. Auditing

The FPPC agrees to audit each candidate and his or her controlled committee for elective City office for whom it is determined that \$2,000 or more in contributions have been received or \$2,000 in expenditures have been made, whether by the candidate or a committee or committees controlled by the candidate or primarily supporting his or her candidacy. Audit periods will be determined by the FPPC to ensure comprehensive audit findings, and may include beginning audit periods beyond the date of the contract.



B. Enforcement

The FPPC agrees to serve as the civil and administrative prosecutor for violations of Chapter 2.13. The FPPC, at its sole discretion, may investigate possible violations and may commence civil and administrative actions in accordance with Title 9 of the Government Code and with Title 2, Division 3, Part 1, Chapter 5 (commencing with Section 11500) of the Government Code.

C. Advice, Education and Training

The FPPC may, in its sole discretion, provide written and/or verbal assistance to candidates for elected City offices and potential contributors in a City election regarding the provisions of Chapter 2.13 upon the request of the candidates, potential contributors, or their representatives

At least once an election cycle, the FPPC will provide an in-person seminar to review relevant process, procedures and rules for City candidates.

D. Legal Review

The FPPC may, in its sole discretion upon request from the City Attorney, conduct a legal review of Chapter 2.13, to determine its compliance with the Political Reform Act or to make recommendations for amendments. Additionally, pursuant to Government Code section 83123.7(c), the City Council will consult with the FPPC before amending Chapter 2.13.

3. The term of this Agreement is March 1, 2018, through December 31, 2019. **Services shall commence on the beginning of this term. No services shall begin before that time.**

4. The City agrees to provide the FPPC with a resolution, motion, order, or ordinance of the governing body, which authorizes execution of this Agreement, and indicating the individual who is authorized to sign the Agreement on behalf of the City.

5. The Contract Coordinators for this Agreement shall be:

Fair Political Practices Commission  
Erin V. Peth, Executive Director  
1102 Q Street, Suite 3000  
Sacramento, CA 95811

Sacramento City  
Matthew Ruyak, Assistant City Attorney  
915 I Street, New City Hall, 4<sup>th</sup> Floor  
Sacramento, CA 95814

6. In consideration for the above services, the City agrees to pay the FPPC \$55,000, due and payable on the execution of the agreement and at the beginning of each year of the contract term as the "floor" payment for services provided. The FPPC shall track the hours of its employees at the rates provided in sections 7 and 8 below, and shall bill those hours against the \$55,000 "floor." The FPPC shall bill the City at the stated rates for the cost of any work exceeding the \$55,000 "floor."
7. Pursuant to section 6, for services provided that exceed the "floor" amount, the City agrees to reimburse the FPPC upon receipt of an itemized invoice. The hourly rates used will be those established by the California Attorney General's Office, pursuant to Government Code Section 11044, and set forth in the State Budget Letter (Price Letter) and detailed below. The City agrees to pay an increased hourly rate if these set rates, or the State reimbursement rates, are increased. It is understood by both parties that no advance written notification is necessary prior to implementing the increased rates.

<u>Classification</u>	<u>Rate per hour</u>
Attorney	\$170
Paralegal	\$120
Investigator	\$120
Program Specialist (Auditor)	\$99
Political Reform Consultant (Research Analyst)	\$99

8. Other Costs and Expenses

Ordinary costs and expenses:

The FPPC shall bill its actual costs for ordinary costs and expenses directly related to the services provided. Ordinary costs and expenses shall be limited to:

1. Court fees, including filing, judicial officer, deposition, transcript and process serving fees.
2. Travel, lodging, and meals pursuant to State reimbursement rates as necessary for FPPC employees.
3. Telephone charges, postage, photocopying/document reproduction costs, and damage to property repaired or replaced at State expense.

Extraordinary costs and expenses:

The FPPC shall bill its actual costs for extraordinary costs and expenses only upon prior approval by the City Attorney. Extraordinary costs and expenses include, but are not limited to:

1. Fees for third-party consultants, investigators, and experts including their travel, lodging, and meals.

2. Travel, lodging, and meals for witnesses.

Non-reimbursable costs and expenses: The FPPC shall not bill for non-reimbursable costs and expenses which include:

1. Rent, utilities, or computer equipment (including legal research services Westlaw or Lexis).
  2. Charges for time spent to provide necessary information for monthly billing statements, State audits, or billing inquiries.
  3. Charges for work performed for extraordinary costs and expenses not authorized by the City Attorney.
9. The FPPC shall provide quarterly billing statements for work performed under this contract. Initial authority is extended for \$100,000 of work (including the \$55,000 "floor" and up to \$45,000 of billed work) performed during the first year of the contract (date of full execution through December 31, 2018). For each year of the contract, after \$100,000 is worked/billed, additional approval shall be required by the City Manager of the City of Sacramento.
  10. Except for extraordinary costs and expenses, no advance notification is necessary for services provided within the initial authority for \$100,000 for each year of the contract.
  11. The total amount of this Agreement shall not exceed \$300,000. Services shall not be provided exceeding the original estimated hours or the total amount of this Agreement unless advance notification is provided and the additional costs are mutually agreed upon in writing.
  12. In the event this contract is cancelled or not renewed, the FPPC will provide an estimate of remaining hours necessary to complete audits already in progress to be billed at the hourly rate, and the audits may be completed upon mutual agreement.
  13. The FPPC shall provide the City with an itemized invoice detailing all FPPC costs for the administration, implementation and enforcement of Chapter 2.13 under this Agreement.
  14. Quarterly itemized invoices will be submitted to:

City of Sacramento, at the following emails:

apinvoices@cityofsacramento.org  
MCuppy@cityofsacramento.org

The City agrees to pay the FPPC within thirty (30) days of the invoice date.

15. AUDIT

The City agrees that the State of California, including the Department of General Services, the Bureau of State Audits, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Agreement.

The City agrees to maintain records and supporting documentation for possible audit for a minimum of three (3) years after the final payment, unless a longer period of retention is stipulated.

The City agrees to allow auditors access to records and supporting documentation during normal business hours and to allow interviews of any employees who might reasonably have information related to the records.

The City agrees that the State of California has the same right to audit records and to interview staff in any subcontract related to the performance of this Agreement. (Government Code Section 8546.7.)

16. DISPUTES

Any dispute concerning a question of fact arising under the terms of this Agreement not disposed of within a reasonable period of time (ten days) by the parties normally responsible for the administration of this Agreement shall be brought to the attention of the Contract Coordinators for joint resolution.

17. INDEMNIFICATION

City: Pursuant to Government Code Section 895.4 and except as provided below, the City agrees to indemnify, defend (with counsel approved by the FPPC General Counsel), and hold harmless the FPPC and its authorized officers, employees, agents, and volunteers from any and all claim, actions, losses, damages, and liability arising out of the performance of this Agreement, or from the enforcement or interpretation of any provision of Chapter 2.13, from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the FPPC on account of any claim except where such indemnification is prohibited by law.

FPPC: The FPPC shall indemnify, hold harmless, and defend the City and its authorized officers, employees, agency, and volunteers from any and all claims, actions losses, damages and liability arising from the FPPC's negligence or willful misconduct relating to obligations under this Agreement.

18. AMENDMENT

This Agreement may be amended by written mutual consent of the parties.

19. CANCELLATION

This Agreement may be canceled by either party at any time.

Under cancellation by either party to this Agreement, the City agrees to pay for all services provided to that date, unless the services required the City's prior approval and such approval was not granted prior to the cancellation date.


Fair Political Practices Commission  
Erin V. Peth, Executive Director



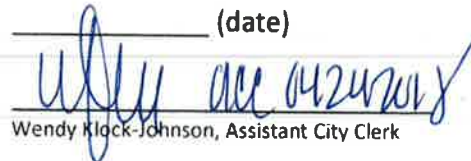
City of Sacramento  
Mindy Cuppy, City Clerk



APPROVED AS TO FORM

  
City Attorney  
4-20-18  
Date Signed

Attested on:

\_\_\_\_\_ (date)  
  
Wendy Klock-Johnson, Assistant City Clerk



STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**  
 STD 215 (Rev. 08/2017)

<b>AGREEMENT NUMBER</b> <b>FPPC1801</b>	<b>AMENDMENT NUMBER</b>
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**CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME CITY OF SACRAMENTO		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT FAIR POLITICAL PRACTICES COMMISSION	4. DIVISION, BUREAU, OR OTHER UNIT ADMIN	5. AGENCY BILLING CODE 010410
6a. CONTRACT ANALYST NAME CAROL BOLLARD	6b. EMAIL cbollard@fppc.ca.gov	6c. PHONE NUMBER (916) 322-8063
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

8. BRIEF DESCRIPTION OF SERVICES  
 Enforcement of the City of Sacramento Campaign Law Enforcement Agreement.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 City of Sacramento has requested FPPC provide campaign law enforcement services. Authority is provided by Gov Code Section 83123.7

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate                       Quarterly                       One-Time Payment                       Progress Payment  
 Itemized Invoice                       Withhold \_\_\_\_\_ %                       Advanced Payment Not To Exceed \_\_\_\_\_ or \_\_\_\_\_ %  
 Reimbursement / Revenue  
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
GENERAL	8620-001-0001	2018	29	2018	\$300,000.00

OBJECT CODE	<b>AGREEMENT TOTAL</b>	<b>\$300,000.00</b>
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$0.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE	\$0.00
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ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**  
 STD 215 (Rev. 08/2017)

<b>AGREEMENT NUMBER</b> <b>FPPC1801</b>	<b>AMENDMENT NUMBER</b>
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	3/1/2018	12/31/2019	\$300,000.00	exempt
Amendment 1				
Amendment 2				
<b>TOTAL</b>			\$300,000.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
  Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding (Give authority for exempt status)
  Sole Source Contract (Attach STD. 821)  
 Other (Explain) n/a

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)  
 n/a

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)  
 n/a


16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?  
 n/a

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
 Not Applicable (Interagency / Public Works / Other \_\_\_\_\_)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).


AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) CAROL BOLLARD	DATE SIGNED 7/16/18
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?  No  Yes  N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?  No  Yes  N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?  None on file  No  Yes  N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?  
 A. Contractor Certification Clauses  No  Yes  N/A  
 B. STD 204 Vendor Data Record  No  Yes  N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED  No  Yes  N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?  
 No  Yes  
 SB/DVBE Certification Number: \_\_\_\_\_

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)  No (Explain below)  Yes \_\_\_\_\_ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  No  Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) LORESSA HON, CHIEF OF ADMIN	DATE SIGNED 7/16/18
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