
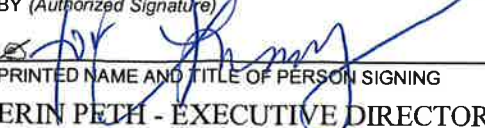


AGREEMENT NUMBER FPPC1618
REGISTRATION NUMBER

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
COUNTY OF SAN BERNARDINO
2. The term of this Agreement is: **1/1/2017** through **12/31/2018**
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 | _____ page(s) |
| Exhibit C* – General Terms and Conditions | _____ page(s) |
| Check mark one item below as Exhibit D: | |
| <input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | _____ page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | _____ page(s) |
| Exhibit E – Additional Provisions | 8 page(s) |
| Exhibit E is the San Bernardino contract in full | |

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.dqs.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.) SAN BERNARDINO COUNTY		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING LAURA H. WELCH, CLERK OF THE BOARD		
ADDRESS 385 N ARROWHEAD AVENUE, SAN BERNARDINO, CA 92415-0120		
STATE OF CALIFORNIA		
AGENCY NAME FAIR POLITICAL PRACTICES COMMISSION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/30/17	
PRINTED NAME AND TITLE OF PERSON SIGNING ERIN PETH - EXECUTIVE DIRECTOR		
ADDRESS 428 J STREET, SUITE 620, SACRAMENTO, CA 95814		
<input type="checkbox"/> Exempt per:		

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

December 20, 2016

**FROM: GREGORY C. DEVEREAUX, Chief Executive Officer
County Administrative Office**

**SUBJECT: CONTRACT WITH THE CALIFORNIA FAIR POLITICAL PRACTICES
COMMISSION FOR ENFORCEMENT OF COUNTY CAMPAIGN FINANCE
REFORM ORDINANCE**

RECOMMENDATION(S)

Approve **Agreement No. 16-965** with the California Fair Political Practices Commission in the amount not to exceed \$300,000, for the term of January 1, 2017, through December 31, 2018, for the enforcement of the County of San Bernardino's Campaign Finance Reform Ordinance. (Presenter: Gregory C. Devereaux, Chief Executive Officer, 387-5418)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

- Implement the Countywide Vision.**
- Improve County Government Operations.**
- Operate in a Fiscally-Responsible and Business-Like Manner.**
- Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). Adequate appropriation and revenue have been included in the County Administrative Office's 2016-17 budget (AAA CAO), and will be included in future recommended budgets.

BACKGROUND INFORMATION

The proposed agreement will provide for the California Fair Political Practices Commission (FPPC) to enforce the Campaign Finance Reform Ordinance for the period of January 1, 2017, through December 31, 2018. The proposed agreement has essentially the same terms as those of the County's current agreement with the FPPC, which expires December 31, 2016. The recommended agreement will continue these services for an additional two years.

On August 28, 2012 (Item 45), the Board adopted the Campaign Finance Reform Ordinance (adding sections 12.4301 through 12.4318 to the County Code) which established a campaign contribution limit for all candidates for elected County offices and certain other related requirements. The contribution limit was based on the contribution limit set forth in the Political Reform Act. The adjusted contribution limit under the Political Reform Act for 2017-2018 is \$4,400. Government Code section 83123.5 (derived from Assembly Bill No. 2146, sponsored by

Page 1 of 2

cc: CAO-Shea w/agree
Contractor c/o Dept w/agree
ATC-Acct Pay Mgr w/agree
CAO-Devereaux
File - w/agree
jr 1/18/17

ITEM 32

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>ABSENT</u>
	2	2	2	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: December 20, 2016



F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC		Dept. CAO	A		Contract Number	
<input type="checkbox"/> Change	FAIRPOL170								16-9105
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
00007575					170563				
County Department			Dept.	Orgn.	Contractor's License No.				
County Administrative Office			CAO	CAO					
County Department Contract Representative				Telephone		Total Contract Amount			
Stephenie Shea				(909)387-4919		\$300,000			
Contract Type									
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
958-39		1/1/17		12/31/18		\$300,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
AAA	CAO	CAO	200	2445			\$300,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Project Name				Estimated Payment Total by Fiscal Year					
Fair Political Practices				FY	Amount	I/D	FY	Amount	I/D
Commission Contract									

CONTRACTOR Fair Political Practices Commission

Federal ID No. or Social Security No. On File

Contractor's Representative Erin Peth

Address 428 J Street, Suite 620, Sacramento CA 95814

Phone () -

Nature of Contract:

Contractor to provide for the enforcement of the Campaign Finance Reform Ordinance for the term January 1, 2017 through December 31, 2018.

THIS IS NOT A CONTRACT
THIS IS A COVER
TRANSMITTAL ONLY

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
County Counsel <u>KENNETH H. HARDY</u>		Department Head <u>MARY JANE O'HASSO</u>
Date <u>12/12/16</u>	Date	Date <u>12/12/16</u>

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
AND
COUNTY OF SAN BERNARDINO
CAMPAIGN LAW ENFORCEMENT AGREEMENT**

This agreement is made and entered into this 30th day of November 2016, by and between the State of California, acting by and through the Fair Political Practices Commission, (hereinafter referred to as the "FPPC") and the County of San Bernardino (hereinafter referred to as the "County").

WHEREAS, the County has determined that it is in the best interest of the County to retain the services of the FPPC to provide for the enforcement and interpretation of campaign laws under the provisions of the County of San Bernardino Campaign Finance Reform Ordinance.

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

WHEREAS, the FPPC is agreeable to providing for the enforcement and interpretation of campaign laws under the provision of the County of San Bernardino Campaign Finance Reform Ordinance.

WHEREAS, the FPPC's enforcement and interpretation of campaign laws under the provisions of the County of San Bernardino Campaign Finance Reform Ordinance is expressly authorized by California Government Code Section 83123.5.

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

1. The FPPC agrees to provide the County campaign law enforcement and interpretation services for the impartial, effective administration, implementation, and enforcement of the County of San Bernardino Campaign Finance Reform Ordinance 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 County 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.

B. Enforcement

The FPPC agrees to serve as the civil and administrative prosecutor for violations of the San Bernardino Campaign Finance Reform Ordinance. 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 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

C. Consultation

The FPPC may, in its sole discretion, provide written assistance to candidates for elected County offices and potential contributors in a County election regarding the provisions of the County of San Bernardino Campaign Finance Reform Ordinance upon the request of the candidate or potential contributor.

3. The term of this Agreement is January 1, 2017 through December 31, 2018. **Services shall commence on the beginning of this term. Services from prior contracts shall continue as previously determined.**
4. The County 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 County.
5. The Contract Coordinators for this Agreement shall be:

Fair Political Practices Commission Erin V. Peth, Executive Director 428 J Street, Suite 620 Sacramento, CA 95814	San Bernardino County County Administrative Office ATTN: CAO Analyst 385 N. Arrowhead Avenue San Bernardino, CA 92415-0120
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6. In consideration for the above services, the County agrees to pay to the FPPC the sum of \$55,000, due and payable at the beginning of each year of the contract term as the "floor" payment for services provided. The FPPC shall track hours of its employees at the rates provided in sections 7 and 8 below, and shall bill the County at such rates for the cost of any work exceeding the \$55,000 "floor."
7. Pursuant to section 6, in consideration for the above services in excess of the "floor" amount, the County 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, set forth in the State Administrative Bulletin 13-13. The cumulative hours provided below are for estimate purposes only. In

the event that the hourly rates established by the California Attorney General's Office increase, or state reimbursement rates are increased, the County agrees to pay the increased hourly rate. It is understood by both parties that no advance written notification is necessary prior to implementing the increased rates.

8. The following is an estimate of the cumulative hours and costs for the administration, implementation, and enforcement of the San Bernardino Campaign Finance Reform Ordinance during the term of this Agreement.

A. Auditing

Program Specialist:	1,250 hour
---------------------	------------

B. Enforcement

Investigator:	889 hours
Attorney:	125 hours
Political Reform Consultant:	5 hours

C. Consulting (including technical and legal support)

Attorney:	889 hours
Political Reform Consultant:	889 hours

D. Hourly Rate

<u>Classification</u>	<u>Rate</u>
Attorney	\$170.00 per hour
Paralegal	\$120.00 per hour
Investigator	\$120.00 per hour
Program Specialist (Auditor)	\$99.00 per hour
Political Reform Consultant (Research Analyst)	\$99.00 per hour

E. Miscellaneous

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 fees, judicial officer fees, deposition fees, transcript fees, and process serving fees.
2. Travel, lodging, and meals pursuant to state reimbursement rates as necessary for FPPC officers.

3. Telephone charges, postage, photocopying/document reproduction costs, and damage to property repaired or replaced at state expense.

The FPPC shall bill its actual costs for extraordinary costs and expenses only upon prior approval by the County Counsel. 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.

In no event shall the FPPC bill for non-reimbursable costs and expenses including but not limited to:

1. Rent, utilities, computer equipment (including Westlaw, Lexis, or other provided charges for legal research).
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 County Counsel.

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, 2015) and \$100,000 of work (including the \$55,000 "floor" and up to \$45,000 of billed work) performed during the second year of the contract (January 1, 2016 through December 31, 2016). For each year of the contract, after \$100,000 is worked/billed, additional approval shall be required by the Chief Executive Officer of the County of San Bernardino for each \$50,000 of additional work billed.
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. 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. In the event this contract is canceled or is 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.
11. The FPPC shall provide the County with an itemized invoice detailing all FPPC costs for the administration, implementation, and enforcement of the San Bernardino Campaign Finance Reform Ordinance under this Agreement.

Quarterly itemized invoices will be submitted to:

San Bernardino County
County Administrative Office
ATTN: CAO Analyst
385 N. Arrowhead Avenue
San Bernardino, CA 92415-0120

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

12. AUDIT

The County agrees that the State of California, including but not limited to, 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 County agrees to maintain records and supporting documentation for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The County agrees to allow the auditor(s) 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. Furthermore, the County agrees that the State of California has the same right to audit records and interview staff in any subcontract related to the performance of this Agreement. (Government Code Section 8546.7.)

13. DISPUTES

Any dispute concerning a question of fact arising under the terms of this Agreement that is not disposed 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.

14. INDEMNIFICATION

Pursuant to Government Code Section 895.4 and except as provided below, the County 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 claims, actions, losses, damages, and liability arising out of the performance of this Agreement, or from the enforcement or interpretation of any provision of the San Bernardino Campaign Finance Reform Ordinance, 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.

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

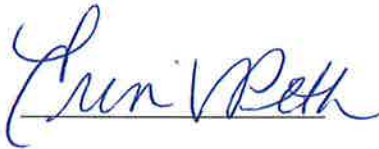
15. AMENDMENT

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

16. CANCELATION

This Agreement may be canceled by either party at any time. In the event this Agreement is canceled by the County, the County agrees to pay for all services previously rendered unless the services required the County's prior approval and the FPPC failed to receive the County's approval prior to the cancellation. In the event that this Agreement is canceled by the FPPC, the County agrees to pay for all services previously completed unless the services required the County's prior approval and the FPPC failed to receive the County's approval prior to cancellation.

Fair Political Practices Commission
Erin V. Peth, Executive Director



County of San Bernardino
James Ramos, Chair, Board of
Supervisors



DEC 20 2016

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino

By



AGREEMENT SUMMARY

STD 215 (REV. 1-2014)

AGREEMENT NUMBER FPPC1618	AMENDMENT NUMBER
-------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME FAIR POLITICAL PRACTICES COMMISSION		2. FEDERAL I.D. NUMBER 68-0284170
3. AGENCY TRANSMITTING AGREEMENT FAIR POLITICAL PRACTICES COMM	4. DIVISION, BUREAU, OR OTHER UNIT ENFORCEMENT	5. AGENCY BILLING CODE 10410

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Carol Bollard 916-322-8063

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) N/A services are being contracted from FPPC

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Enforcement of the San Bernardino County Campaign Finance Reform Ordinance

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.)
San Bernardino County has requested FPPC provide enforcement services. Authority is provided by Gov Code Section 83123.5

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
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) One payment of \$55,000.00 made as floor payment and monthly invoices for anything over that

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
n/a					\$
n/a					\$
n/a					\$

OBJECT CODE **AGREEMENT TOTAL \$ 300,000.00**

OPTIONAL USE AMOUNT ENCUMBERED BY THIS DOCUMENT
\$ 0

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. PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$ 0

ACCOUNTING OFFICER'S SIGNATURE DATE SIGNED TOTAL AMOUNT ENCUMBERED TO DATE
 **\$ 0**

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	1/1/2016	12/31/18	\$ 300,000.00	n/a
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 300,000.00	

(Continue)

AGREEMENT SUMMARY

STD. 215 (REV. 1-2014)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)* 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, PLEASE 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

17 (a) 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). Justification for the Agreement is described below.

Justification:

N/A

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

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

AUTHORIZED SIGNER:**DATE:**

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?

NO YES NONE ON FILE 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. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Explain:

24. IS THIS A SMALL BUSINESS CERTIFIED BY OFFICE OF SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE SERVICES?

NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? (If YES, provide justification)

NO YES

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

SIGNATURE/TITLE

DATE SIGNED

