

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority Number

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

PAGES

08-073-01

1

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

CONTRACTING AGENCY NAME

COUNTY OF SISKIYOU

CONTRACTOR NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is:

START DATE

Unchanged

THROUGH END DATE

Termination per Exhibit D

3. The maximum amount of this Agreement after this Amendment is:

OPEN

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CALIFORNIA DEPARTMENT OF JUSTICE

CONTRACTOR BUSINESS ADDRESS

1300 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

CHRIS RYAN


TITLE

Chief, Division of Operations

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/6/2025



986FDA84A3584B9...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

COUNTY OF SISKIYOU

CONTRACTING AGENCY ADDRESS

311 Fourth Street, Rm. 204

CITY

Yreka

STATE

CA

ZIP

96097

PRINTED NAME OF PERSON SIGNING

J. KIRK ANDRUS


TITLE

District Attorney

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

6/6/2025



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER

08-073-01

AMENDMENT NUMBER

1

REGISTRATION NUMBER

215073

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

STATE AGENCY'S NAME

COUNTY OF SISKIYOU

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is
- unchanged
- through
- Exhibit D
- Termination per Exhibit D

3. The maximum amount of this Agreement after this amendment is:
- \$OPEN

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes have been made to 'Exhibit A, SCOPE OF WORK', 'Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS', and 'Exhibit D, SPECIAL TERMS AND CONDITIONS' of our existing forensic alcohol contract with your agency. The updated Exhibits A, B, and D will replace existing exhibits and are attached.

(note: In the updated 'Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS', a reference is made to 'Exhibit E'. 'Exhibit E, ADDITIONAL PROVISIONS' has not been modified with this amendment. Please refer to existing 'Exhibit E, ADDITIONAL PROVISIONS' as necessary).

Due to the standardized language used on this STD. 213A form, we clarify the following:

References on this page to 'State Agency', 'State Agency's Name', and 'Agency Name' shall refer to our Client Agency (e.g. County of, Sheriff's Office, Police Department, District Attorney's Office...etc.). The signature section on this page labeled as 'STATE OF CALIFORNIA' shall be considered re-labeled as 'Client Agency'.

References on this page to 'Contractor' or 'Contractor's Name' shall refer to the California Department of Justice.

All other terms and conditions shall remain the same.

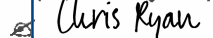
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

CALIFORNIA DEPARTMENT OF JUSTICE

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/6/2025

PRINTED NAME AND TITLE OF PERSON SIGNING

CHRIS RYAN, CHIEF, DIVISION OF OPERATIONS

ADDRESS

**1300 I Street
Sacramento, CA 95814****STATE OF CALIFORNIA**

AGENCY NAME

COUNTY OF SISKIYOU

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/6/2025

PRINTED NAME AND TITLE OF PERSON SIGNING

J. Kirk Andrus, District Attorney

ADDRESS

311 Fourth Street, Rm. 204 Yreka, CA 96097

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Department of Justice (DOJ) agrees to provide to the Agency as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the COUNTY OF SISKIYOU, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol and/or drug analysis of urine, blood, or breath evidence for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from the date the agreement is accepted and signed, and will continue until terminated as provided in Exhibit D hereto. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	CONTRACTOR
Name:	Mary Ann Hall	Alcohol Billing Coordinator
Phone:	(530) 842-8125	(916) 227-3791
Fax:	(530) 842-8137	
Email:	mhall@siskiyouda.org	alcoholbilling@doj.ca.gov

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	COUNTY OF SISKIYOU	Department of Justice
Section/Unit:	District Attorney's Office	BFS / Forensic Alcohol Program
Attention:	Mary Ann Hall	Alcohol Billing Coordinator
Address:	PO Box 986	4949 Broadway, Rm. F126
City/State/Zip:	Yreka, CA 96097	Sacramento, CA 95820
Phone:	(530) 842-8125	(916) 227-3791
Fax:	(530) 842-8137	
Email:	mhall@siskiyouda.org	alcoholbilling@doj.ca.gov

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with **Exhibit B**, which by this reference, is hereby incorporated into this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the COUNTY OF SISKIYOU agrees to pay for the following services:

- Analysis of blood, breath, and urine samples suspected of containing alcohol. The cost of drug analysis, if available and applicable, in addition to alcohol testing, will be included as part of the uniform fee set forth below;
- Analysis of blood and urine samples suspected of containing drugs but purported to be free of alcohol;
- In the event oral fluid becomes an approved medium for the testing of samples suspected of containing drugs, DOJ will implement an oral fluid program and provide testing services.
- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);
- Upon request, provide DOJ-approved blood and urine sample containers, envelopes and mailers;
- Administrative and logistical support of field breath alcohol tests utilizing DOJ supplied/supported breath instruments, including all associated accessories and supplies;
- Provide and maintain DOJ supplied/supported breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;
- Consultation and expert testimony on the technical aspects of all analysis performed, including the interpretation of the results relative to driving impairment on cases analyzed by DOJ or those appropriately conducted with DOJ-supplied/supported breath test instruments;
- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.
- All of the foregoing services, where necessary, as determined by DOJ, shall be provided by DOJ to the Agency. Except as set forth in the next succeeding sentence, this contract shall apply to all subjects arrested within the County of Siskiyou, regardless of arresting agency, for any driving/boating under the influence violations. Subjects arrested in the circumstances specified in Exhibit E will be excluded. An all-inclusive uniform fee of \$35.00 per subject tested will be collected for violations of 23152 cvc, 23153 cvc, 23103 cvc, 23104 cvc, and 23105 cvc as specified in the California Penal Code, section 1463.14.
- Breath test instruments meeting DOJ requirements may be provided by the Agency. Agency-provided instruments will be fully supported (maintenance/repair, consumables, and networking) and fees will be collected as described above.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted, and total amount due to:

Siskiyou County District Attorney's Office
Attn:
311 Fourth Street, Rm. 204
Yreka, CA 96097

Payments shall be submitted to:

Department of Justice
Accounting Services
P.O. Box 944255
Sacramento, CA 94244-2550

OUTSTANDING ACCOUNTS RECEIVABLE RECOVERY CLAUSE*

Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transfer Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option will be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date, (2) non-payment provisions are included in the Interagency Agreement between the departments, (3) the invoice has not been disputed, and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

In compliance with Government Code section 11255, provide the appropriation information below:

Agency Name	
Interagency Agreement Number	
Contact Person & Telephone Number	
Fund Number	
Sub Fund	
Organization Code	
Fiscal Year	
Reference	
Category	
Program	

*For State of California Agencies only (e.g. CA Highway Patrol, CA. Dept. of Fish and Wildlife, CA Dept. of Corrections...etc.)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ may decline (without notice) to perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ.

Disputes pertaining to the accuracy of a reported arrest location should be submitted in writing by emailing them directly to alcoholbilling@doj.ca.gov within 90 days of the original invoice date. It is the Agency's responsibility to obtain the correct traffic stop location, including the street name and nearest cross street (with direction of travel if available) from the arresting agency, and to provide that information as part of the formal dispute. To address your dispute, the accurate traffic stop location will be used by DOJ to determine responsibility for charges related to DUI testing.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 6/6/2025

CONTRACTOR: Department of Justice

DocuSigned by:
Chris Ryan
986FDA84A3584B9...
Chris Ryan, Chief, Division of Operations

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On file

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)

Continuous: 1006-201160-723000 Rate .01

Encumbrance number (if applicable): E2500050

STATE OF CALIFORNIA

STANDARD AGREEMENT

S'D 213 (Rev 06/03)

AGREEMENT NUMBER

08-073-01

REGISTRATION NUMBER

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

AGENCY'S NAME

COUNTY OF SISKIYOU

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is: July 1, 2008 through Continuous

3. The maximum amount of this Agreement is: \$ OPEN

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

page 2

Exhibit B – Budget Detail and Payment Provisions

pages 3 & 4

Exhibit C* – General Terms and Conditions

page 5

Check mark one item below as Exhibit D:

☒

Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement)

pages 6 & 7

☐ Exhibit - D* Special Terms and Conditions

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.ols.dgs.ca.gov/Standard+Language (GTC 307)

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

CONTRACTOR

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

CALIFORNIA DEPARTMENT OF JUSTICE

BY (Authorized Signature)

Deborah Merrill

DATE SIGNED (Do not type)

8/14/08

PRINTED NAME AND TITLE OF PERSON SIGNING

DEBORAH MERRILL, CHIEF, Accounting Office

ADDRESS

**1300 I Street
Sacramento, CA 95814****AGENCY**

AGENCY NAME

SISKIYOU COUNTY DISTRICT ATTORNEY

BY (Authorized Signature)

J. Kirk Andrus

DATE SIGNED (Do not type)

8/21/08

PRINTED NAME AND TITLE OF PERSON SIGNING

J. KIRK ANDRUS, DISTRICT ATTORNEY

ADDRESS

**311 Lane Street
Yreka, CA 96097**California Department of General
Services Use Only

VN# 1337-2
 CT# E0900256 CC LOG#
 ACCT 1006 201160 722000
 CT AMT 101 / 01 TOTAL
 ANNUAL

☐ Exempt per:

F.S.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Agency agrees to provide to the Department of Justice (DOJ) as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol analysis services for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from July 1, 2008, and will continue until (1) written notice is received stating this agreement is cancelled; and (2) the Agency discontinues requesting the services. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	CONTRACTOR
Name:	Sheila Kuck	Marisa Kolm
Phone:	(530) 842-8142	(916) 319-8251
Email:	skuck@co.siskiyou.ca.us	marisa.kolm@doj.ca.gov
Fax:	(530) 842-8137	(916) 319-9428

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	Siskiyou County District Attorney	Department of Justice
Section/Unit:	Fiscal	MSB/Research Unit
Attention:	Sheila Kuck	Marisa Kolm
Address:	P.O. Box 986	P. O. Box 161089
City/State/Zip:	Yreka, CA 96097	Sacramento, CA 95816-1089
Phone:	(530) 842-8142	(916) 319-8251
Email:	skuck@co.siskiyou.ca.us	marisa.kolm@doj.ca.gov
Fax:	(530) 842-8137	(916) 319-9428

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit B, which by this reference, is hereby incorporated into this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the County of Siskiyou agrees to pay for the following services:

- Analysis of blood, breath, and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee of \$35.00 charged per subject tested. This contract shall apply to all subjects arrested within the County of Siskiyou for violations of 23152 CVC, 23153 CVC, 23103 CVC, and 23104 CVC. These violations are associated with penalty assessments for laboratory analysis services as specified in the California Penal Code, section 1463.14;
- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);
- Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ;
- Administrative and logistical support of field breath alcohol tests utilizing the breath instrument including all associated accessories and supplies;
- Provide and maintain breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;
- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ; and
- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted and total amount due to:

Siskiyou County District Attorney's Office
P.O. Box 986
Yreka, CA 96097

Payments shall be submitted to:

Department of Justice
Accounting Services
P. O. Box 944255
Sacramento, CA 94244-2550

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A of this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole or thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ. When the accuracy of a reported stop location is in question, the Agency shall obtain the correct location of arrest from the arresting agency.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract, for
Blood alcohol analysis (services), between
California Department of Justice and the County of
Siskiyou on the day and year first above written.

ATTEST:

COLLEEN SETZER, CLERK

By:

Wendy Dwyer
Deputy

COUNTY OF SISKIYOU

Lee
Chair, Board of Supervisors

APPROVED AS TO FORM:

James Bicego
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM *86*

1006	201160	723000	
Fund	Org	Acct	Actv

Leanna Dancer
Leanna Dancer, County Auditor

APPROVED AS TO INSURANCE:

RoseAnn Herrick
RoseAnn Herrick, Assistant County Administrator