

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C2068004

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CA Department of Parks and Recreation

CONTRACTOR NAME

San Mateo County Parks Department

2. The term of this Agreement is:

START DATE

April 15, 2021 or upon DPR Approval

THROUGH END DATE

September 15, 2022

3. The maximum amount of this Agreement is:

\$54,000.00

Fifty-four thousand 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	Pages
Exhibit A	Scope of Work	1
Exhibit A	Attachment I, Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B	Attachment I, Cost Breakdown	2
+ - Exhibit C *	General Terms and Conditions	GIA - 610
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1

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

CONTRACTOR

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

San Mateo County Parks Department

CONTRACTOR BUSINESS ADDRESS

455 County Center, 4th Floor

CITY

Redwood City

STATE

CA

ZIP

94063

PRINTED NAME OF PERSON SIGNING

Scott Lombardi

TITLE

Parks Superintendent

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CA Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

PO Box 942896

CITY

Sacramento

STATE

CA

ZIP

94296

PRINTED NAME OF PERSON SIGNING

Kristal C. Simpson

TITLE

Chief, Business Management Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM 4.04.A.5

GC § 11256

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) Marbled Murrelet Restoration and Corvid Management services as described herein:

San Mateo County Parks Department (Contractor) agrees to provide the Department of Parks and Recreation's (DPR) Marbled Murrelet Restoration and Corvid Management Project with three (3) seasonal interpretive staff employees and provide refuse control improvements at San Mateo County Memorial Park in San Mateo County, California. This is to be conducted in accordance with the Scope of Work, marked Exhibit A, Attachment 1, which is attached hereto and incorporated herein.

2. The services shall be performed at:
San Mateo County Memorial Park, 9500 Pescadero Creek Road, Loma Mar, San Mateo County, California 94021.
3. The services shall be provided during:
The services shall be provided during normal San Mateo County Memorial Park working hours. Hours and days are arranged by the State's Representatives.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	San Mateo County Parks Department
Section/Unit:	Santa Cruz District	Section/Unit:	Memorial County Park
Attention:	Portia Halbert	Attention:	David Vasquez
Address:	303 Big Trees Park Rd.	Address:	9500 Pescadero Road
City/State/Zip Code:	Felton/CA/95018	City/State/Zip Code:	Loma Mar/CA/94021
Phone:	(831) 335-6386	Phone:	(650) 879-0601
Fax:	(831) 335-6395	Fax:	(650) 879-1034
E-mail Address:	Portia.Halber@parks.ca.gov	E-mail Address:	Dtvasquez@smcgov.org

SAN MATEO COUNTY PARKS DEPARTMENT
MEMORIAL COUNTY PARK
MARBLED MURRELET AND CORVID MANAGEMENT PROJECT
2021, 2022

EXHIBIT A, ATTACHMENT 1
SCOPE OF WORK

(1) Seasonal Interpretive Staff

Three Seasonal County Park Interpretive Staff will visit campgrounds and picnic areas daily to monitor for compliance of picnic area and camping regulations and educate park visitors about appropriate food storage and trash disposal to lessen impacts from human actions on wildlife. Seasonal staff will also provide interpretive materials for park visitors about proper food storage and trash disposal to prevent negative impacts to park wildlife. Staff will have a video available for viewing by campers.

The three Seasonal County Park Interpretive Staff positions are three-four months of the year positions for each year of the contract.

Interpretive staff and the Project Manager will coordinate with State Parks representative to distribute, edit, and create consistent messaging regarding the "crumb clean campaign". Signs will be maintained on food lockers and in public areas. When the visitor center is open, the murrelet video will be available for viewing. Staff will provide program updates in June, July, and August - plus an end-of-year summary. Information will include things such as number of campfire talks, walks and events and the number of people attending these events.

State Parks provides San Mateo County Parks with many of the tools for effective management such as interpretive materials, magnets, stickers, and signs (including the Camp Dishes 101 and Wanted Poster), corvid surveys, and murrelet surveys. State Parks also contracts with USDA on behalf of San Mateo County for corvid removal. Conditioned Taste Aversion activities may be conducted in Sam MacDonald, Pescadero Creek and Memorial County Parks on behalf of San Mateo County by State Parks.

(2) Garbage Control Improvements

A. Upgrade Older Park Facilities

1. Dumpster improvements - Replace failing plastic lids with animal proof lids and associated labor.
2. Water Spigot - Replace French drains at campground water spigots with concrete culvert, drain rock and fiberglass grate. Plans to be provided by State Park representative.

3. Dishwashing station improvements - Install outdoor dishwashing stations for public to use.
- B. Keep it Crumb Clean and Camp Dishes 101– Add to picnic tables in picnic area and elsewhere, signs to be printed by SMC Sign shop.

The Project Manager will work with State Parks in the development of animal-proof dumpster lids, water spigot drains and dishwashing station installation. Plans will be approved by State Parks representative.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____ Cost Breakdown _____, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

scd.accounting@parks.ca.gov
Department of Parks and Recreation
Santa Cruz District
Attention: Accounting
303 Big Trees Park Road

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

SAN MATEO COUNTY PARKS DEPARTMENT
MEMORIAL COUNTY PARK
MARBLED MURRELET AND CORVID MANAGEMENT PROJECT
2021, 2022

EXHIBIT B, ATTACHMENT I
COST BREAKDOWN

Budget shall apply to each year of the contract term.

San Mateo County agrees to provide to Department of Parks and Recreation:

Year One Budget Amount

April 15, 2021 – September 15, 2021

<u>Task (1) Seasonal Interpretive Staff</u>	<u>Amount</u>	<u>Frequency</u>	
3 Seasonal Interpretive Staffing (4 months)	\$16,000.00	Per Year	
Subtotal:			\$16,000.00
<u>Task (2) Garbage Control Improvements</u>			
Water Spigot Improvements	\$3,000.00	Each	
Dishwashing Station Installation	\$6,000.00	Each	
Animal Proof Dumpsters Improvements	\$2,000.00	Total	
Subtotal:			\$11,000.00
 Year One Total Costs:			 \$27,000.00

Year Two Budget Amount

September 16, 2021 – September 15, 2022

<u>Task (1) Seasonal Interpretive Staff</u>	<u>Amount</u>	<u>Frequency</u>
3 Seasonal Interpretive Staffing (4 months)	\$16,000.00	Per Year
Subtotal:		\$16,000.00
<u>Task (2) Garbage Control Improvements</u>		
Water Spigot Improvements	\$3,000.00	Each
Dishwashing Station Installation	\$6,000.00	Each
Animal Proof Dumpsters Improvements	\$2,000.00	Total
Subtotal:		\$11,000.00
 Year Two Total Costs:		 \$27,000.00

Agreement Total: \$54,000.00

Funds may be moved from one category to another as needed, so long as the aggregate total does not exceed \$27,000.00 per year. Budget items amounts may be adjusted by project funder as necessary and with the concurrence of San Mateo County Parks.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)****SPECIAL TERMS AND CONDITIONS****1. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name: Department

Agreement Number: C2068004

Page: 2 of 2**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**EXHIBIT E — PUBLIC ENTITY
(Standard Agreement)**

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
 - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
 - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
 - c. Students under the age of 18 may not operate State vehicles under any circumstances.
 - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
 - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
 - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.