

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C21635007	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 California Department of Parks and Recreation

CONTRACTOR NAME
 Humboldt County Public Health Laboratory

2. The term of this Agreement is:

START DATE
 November 11, 2021 or upon DPR approval

THROUGH END DATE
 October 10, 2024 or 3 years after approval

3. The maximum amount of this Agreement is:
 \$15,315.00 Fifteen Thousand Three Hundred Fifteen 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 B	Budget Detail and Payment Provisions	1
Exhibit B	Attachment 1, Budget	1
+ - Exhibit C *	General Terms and Conditions	CCC 04/2017
+ - 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.)
 Humboldt County Public Health Laboratory

CONTRACTOR BUSINESS ADDRESS 529 I Street	CITY Eureka	STATE CA	ZIP 95501
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PRINTED NAME OF PERSON SIGNING Sofia Pereira	TITLE Public Health Director
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

PO Box 2006

CITY

Eureka

STATE

CA

ZIP

95502

PRINTED NAME OF PERSON SIGNING

Christine Odson

TITLE

Staff Services Manager I

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) Water Sampling services as described herein:

Provide all labor, materials, tools and equipment necessary to perform water testing **for the presence/absence of bacteria and/or enumeration** on samples provided by the North Coast Redwoods District. Water sampling shall be completed monthly by the Water Sewage Plant Supervisor (WSPS) and samples will be dropped off at Humboldt County Public Health Laboratory. Contractor shall provide State Parks one (1) copy of all tests results via US Mail and email WSPS as well.

In addition to the reporting noted above, Contractor shall follow the requirements of Title 22 Code of Regulations, Article 19, Records, Reporting and Record Keeping §64469 (c) – Reporting Requirements. Contractor shall supply the WSPS with sample bottles on request.

2. The services shall be performed at:
Humboldt County Public Health Laboratory - 529 I Street, Eureka, CA 95501
3. The services shall be provided during:
Monday through Friday 8am to 5pm. Does not include holidays.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Humboldt County Public Health Laboratory
Section/Unit:	North Coast Redwoods District	Section/Unit:	
Attention:	Chris West	Attention:	Lara Zintsmaster
Address:	3431 Fort Avenue	Address:	529 I Street
City/State/Zip Code:	Eureka, CA 95501	City/State/Zip Code:	Eureka, CA 95501
Phone:	(707) 445-6547 x 27	Phone:	(707) 268-2195
Fax:	(707) 441-5896	Fax:	(707) 445-7640
E-mail Address:	chris.west@parks.ca.gov	E-mail Address:	Lzintsmaster@co.humboldt.ca.us

**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 Budget Plan , 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:

Department of Parks and Recreation
Attn: Chris West
P.O. Box 2006
Eureka, CA 95502
or

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.

EXHIBIT B, Attachment 1

Budget

21 water systems District wide.

Presence/Absence bacteria =\$35.00 per sample @ 88 samples per year - \$3080

Quanti-tray 2K = \$45.00 per sample @ 45 samples per year - \$2025

$\$3080 + \$2025 =$ multiplied by 3 years = \$15,315.00

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: Laboratory

Agreement Number: C21635007

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.