

AGREEMENT NUMBER
C1638022
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CA. Dept. of Parks and Recreation

CONTRACTOR'S NAME

Lake County Sheriff's Office

2. The term of this Agreement is: NTP through 9/4/2017

3. The maximum amount of this Agreement is: \$ 30,372.00

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	1 page(s)
Exhibit A - Attachment 1	2 page(s)
Exhibit B - Budget Detail and Payment Provisions	1 page(s)
Exhibit B - Attachment 1	3 page(s)
Exhibit C* - General Terms and Conditions	GTC 610

Check mark one item below as Exhibit D:

☒
☐

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

1 page(s)

Exhibit E - Additional Provisions

NO 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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.)

Lake County Sheriff's Office

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Martin

ADDRESS

1220 Martin Street, Lakeport CA 95453

STATE OF CALIFORNIA

AGENCY NAME

CA. Dept. of Parks and Recreation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

April Marson AO III

ADDRESS

400 Glen Drive Oroville, CA 95966

California Department of General
Services Use Only

☐ Exempt per:

AGREEMENT SUMMARY

STD. 215 (Rev. 1/2014)(CA ST PKS, EXCEL 5/13/2014)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER

AMENDMENT NUMBER

C1638022

1. CONTRACTOR'S NAME

Lake County Sheriff

2. FEDERAL I.D. NUMBER

946000825

3. AGENCY TRANSMITTING AGREEMENT

Department of Parks and Recreation

4. DIVISION, BUREAU, OR OTHER UNIT

Clear Lake Sector

5. AGENCY BILLING CODE

053 648

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Taneya Sperling, 530-538-2707

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO☐ YES (If YES, enter prior contractor
name and Agreement Number _____)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Extra Patrols in Clearlake Sector Parks

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.)

Contractor agrees to provide all labor, materials, tools, equipment and incidentals necessary to provide law enforcement services, boating and public safety, at Clear Lake Sector (per map marked exhibit X) as needed and requested by DPR. Patrol hours shall be mutually agreed upon, in writing. All shifts shall be ten (10) hour shifts. It is estimated that DPR will require 2 shifts per week in addition to holidays and special events for a total of 40 shifts. DPR shall submit a proposed monthly work schedule to LCSO no later than 10 days prior to the beginning of each month listing the rangers and patrol hours for each day of the month. LCSO shall sign and return approved schedule within five (5) days.

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) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
SPRF		16/17	23	2016	\$ 11,389.50
SPRF		17/18		2017	\$ 18,982.50
					\$

OBJECT CODE

1648-345-

AGREEMENT TOTAL

\$

30,372.00

OPTIONAL USE

4000000006-07

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

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

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$

12.

* AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	5/26/2017	9/4/2017	\$ 30,372.00	
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 30,372.00	

☐ STATE AGENCY☐ DEPT. OF GEN.SER.☐ CONTROLLER☐ ACCOUNTING SVS.

(Continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD. 215 (Rev. 1/2014)(CA ST PKS, EXCEL 5/13/2014)

13. BIDDING METHOD USED:
- | | | |
|--|---|--|
| <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
<i>(Attach justification if secondary method is used)</i> | <input type="checkbox"/> INVITATION FOR BID (IFB) | <input type="checkbox"/> USE OF MASTER SERVICE AGREEMENT |
| <input type="checkbox"/> SOLE SOURCE CONTRACT
<i>(Attach STD. 821)</i> | <input type="checkbox"/> EXEMPT FROM BIDDING
<i>(Give authority for exempt status)</i> | <input checked="" type="checkbox"/> OTHER <i>(Explain)</i> Public Entity PCC 10340(b)(3) |

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)*

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)*

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

N/A Public Entity

- 17 (a) JUSTIFICATION FOR CONTRACTING OUT *(Check one)*
- | | |
|---|--|
| <input type="checkbox"/> Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. | <input type="checkbox"/> Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below. |
|---|--|

Justification:

N/A Public Entity

- 17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION
- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(4).

CSLEA DPKS NOT TO RECEIVE NOTIFICATIONS.

AUTHORIZED SIGNOR:

[Signature] C1638022

DATE:

4/28/2017

- | | | |
|---|--|--|
| 18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? | 19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? | 20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? |
| <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A |

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES. STD. 204, VENDOR DATA RECORD

<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> N/A
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22. REQUIRED RESOLUTIONS ARE ATTACHED

<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> N/A
-----------------------------	------------------------------	---

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*
- | | |
|--|---|
| <input type="checkbox"/> NO <i>(Explain below)</i> | <input type="checkbox"/> YES <i>(If YES complete the following)</i> |
|--|---|

DISABLED VETERAN BUSINESS ENTERPRISES: % OF AGREEMENT

Explain:

N/A Public Entity

- | | |
|--|---------------------------------|
| 24. IS THIS A SMALL BUSINESS CERTIFIED BY OFFICE OF SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE SERVICES? | SMALL BUSINESS REFERENCE NUMBER |
| <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i> | |
| 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? <i>(If YES, provide justification)</i> | |
| <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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

[Signature]

DATE SIGNED

4.26.17

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

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

Contractor agrees to provide all labor, material, tools, equipment and incidentals necessary to provide law enforcement services, boating and public safety, at Clear Lake Sector parks(per map marked Exhibit A: Attachment 1) as needed and requested by DPR. Patrol hours shall be mutually agreed upon, in writing. All shifts shall be ten (10) hour shifts. It is estimated that DPR will require two (2) shifts per week in addition to holidays and special events for forty (40) shifts. DPR shall submit a proposed monthly work schedule to LCSO no later than ten (10) days prior to the beginning of each month listing the rangers and patrol hours for each day of the month listing the rangers and patrol hours for each day of the month. LCSO shall sign and return approved schedule within five (5) days.

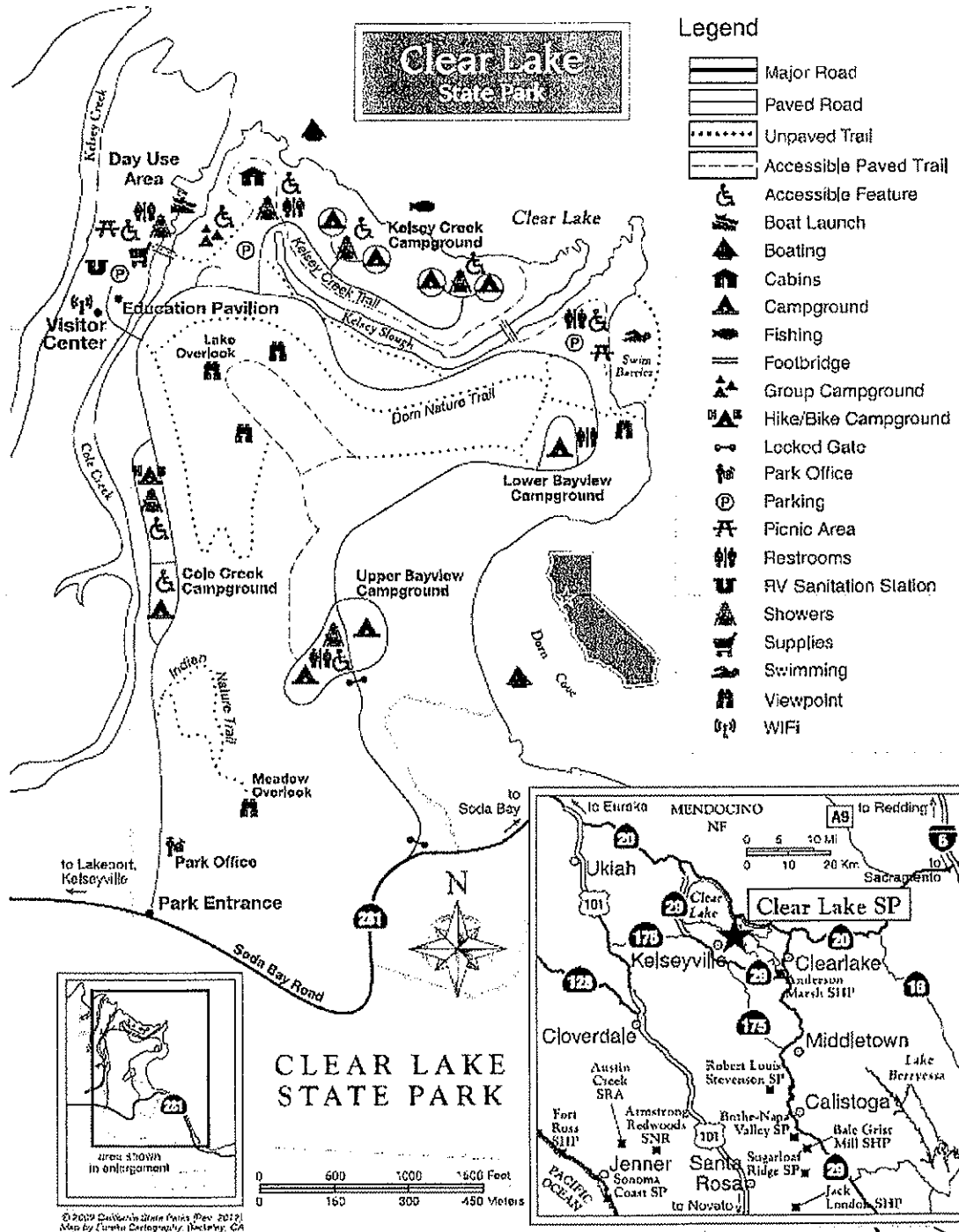
2. The services shall be performed at:
Clear Lake State Park and Anderson Marsh State Historic Park

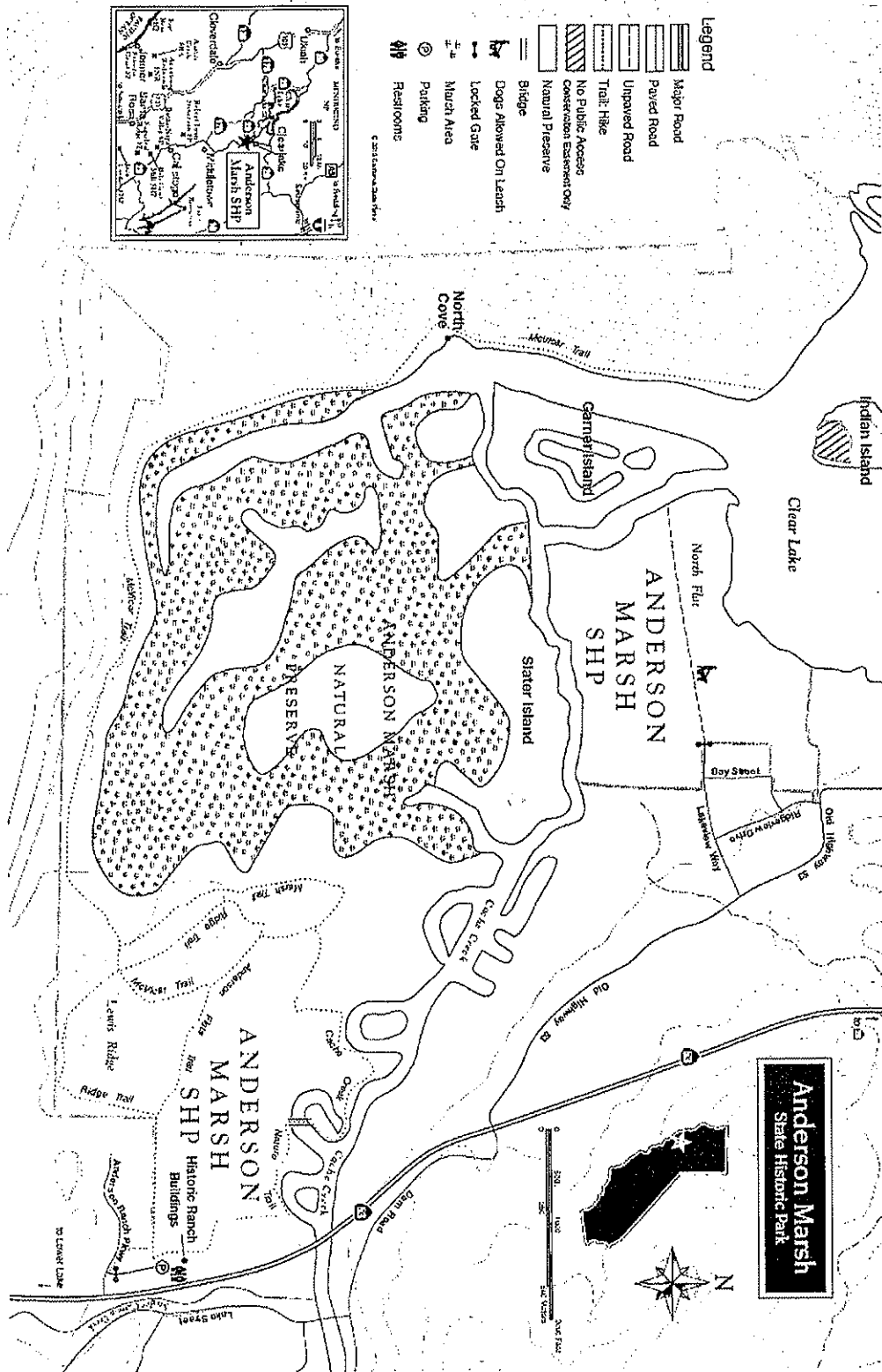
3. The services shall be provided during:
All shifts shall be ten (10) hour shifts. It is estimated that DPR will require two (2) shifts per week in addition to holidays and special events for forty (40) shifts from 5/26/2017 thru 9/24/2017.

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

State Agency:	Department of Parks and Recreation	Contractor:	Lake County Sheriff
Section/Unit:	648	Section/Unit:	
Attention:	Bill Salata	Attention:	Brian Martin
Address:	5300 Soda Bay Road	Address:	1220 Martin St.
City/State/Zip Code:	Kelseyville, CA 95451	City/State/Zip Code:	Lakeport, CA 95453
Phone:	707-279-1936	Phone:	707-262-4200
Fax:	707-279-0401	Fax:	
E-mail Address:	william.salata@parks.ca.gov	E-mail Address:	

Exhibit A: Attachment 1





Contractor's Name:

Agreement Number:

Page: 1 of 2

**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 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 Hourly Pay Rates, 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:

Northern Buttes District
Attn: Taneya Sperling
400 Glen Drive
Oroville, CA 95966
530-538-2707

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.

CONTRACT AWARD REPORT

STD. 16 (REV. 11-92)(CAST PKS, EXCEL 4/30/2013)

TITLE 2, DIVISION 4, CHAPTER 5, SECTION 8117.5 OF THE CALIFORNIA CODE OF REGULATIONS REQUIRES CONTRACT AWARDED AGENCIES TO NOTIFY THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, OFFICE OF COMPLIANCE PROGRAMS OF ANY CONTRACT AWARD IN EXCESS OF \$5,000. SUBMIT ONE COMPLETED COPY OF THIS FORM TO THE OFFICE OF COMPLIANCE PROGRAMS FOR EACH CONTRACT IN EXCESS OF \$5000 WITHIN 10 DAYS OF AWARD DATE.

SHADED AREAS FOR OFFICE OF COMPLIANCE PROGRAMS USE ONLY

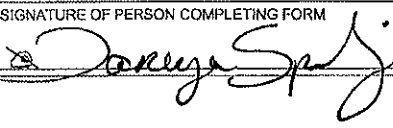
CONTRACTOR INFORMATION

CONTRACTOR'S NAME Lake County Sherrif's Office					TELEPHONE NUMBER AREA CODE 707-262-4200	
ADDRESS	(NUMBER)	STREET	CITY	STATE	ZIP CODE)	
1220 Martin St,			Lakeport	CA	95453	
FEDERAL EMPLOYER I.D. NUMBER 946000825		COMPANY OFFICER AND TITLE Brian Martin /Sheriff				

CONTRACT INFORMATION

CONTRACT AMOUNT \$30,372.00			STATE CONTRACT NUMBER C1638022			CONTRACT AWARD DATE		
PROJECT LOCATION (COUNTY) Lake County							COUNTY CODE	
ESTIMATED PROJECT STARTING DATE:			MONTH	DAY	YEAR	ESTIMATED PROJECT COMPLETION DATE:		
May 26, 2017						September 4, 2017		
TYPE OF CONTRACT <input type="checkbox"/> CONSTRUCTION <input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> SUPPLIES AND COMMMODITIES						IS THIS PROJECT FEDERALLY FUNDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

AWARDING AGENCY INFORMATION

AGENCY NAME CA. Dept. of Parks and Recreation	AGENCY ADDRESS 400 Glen Drive Oroville, CA 95966	AGENCY CODE
SIGNATURE OF PERSON COMPLETING FORM 	PRINTED NAME AND TITLE Taneya Sperling Contract Administrator	TELEPHONE NUMBER 530-538-2707



Print

Close

Vendor Number: 4000000006-07
Vendor Name: LAKE COUNTY SHERIFFS OFFICE
Mailing Address Line #: 2
Address Line 1: 1220 MARTIN ST
Address Line 2: PO BOX 489
Address Line 3:
City / State / Zip: LAKEPORT, CA 95453
Country:

Contact Name / Memo: FEIN 946000825
Tax Name (For 1099):
Vendor Type / Phone Number: Local Government /
FEIN Number:
Seller's Permit Number:
Certificate of Registration:

California Resident:	Record Created:	04/07/2003
Federal Withholding: UNKNOWN	Record Last Used:	04/12/2017
State Withholding: UNKNOWN	Record Last Changed:	07/15/2011
Small Business Website		