



Channel Coast District
911 San Pedro Street
Ventura, California 93001
(805) 585-1850
FAX (805) 585-1857

May 9, 2014

Santa Barbara County Public Health
Attn: Debra Palacio
344 N. San Antonio Road
Santa Barbara, CA 93110

NOTICE OF AWARD

Contract – Monthly Bacteriological Water Testing
Refugio State Beach/El Capitan State Beach/Gaviota State Park
Contract #C1442001

This letter is to notify you that you have been awarded the contract for the above referenced project. Please sign and return all required Contract Documents enclosed and per attached "Required Contract Documents Checklist". Please return Contract Documents to my attention at the above address on or before May30, 2014 or sooner.

The Contract shall not be binding on either party until approved by the appropriate authorized state agency. When the contract is approved, you will be forwarded a copy by the state.

If you have any questions, please contact me.

Sincerely,

Gayla Swann
Administrative Officer I
Channel Coast District

Enclosures



DEPARTMENT OF PARKS AND RECREATION
Channel Coast District
911 San Pedro Street
Ventura, California 93001
(805) 585-1850
FAX (805) 585-1857

Major General Anthony L. Jackson, USMC (Ret), Director

June 16, 2014

Santa Barbara County Public Health
Attn: Debra Palacio
344 N. San Antonio Road
Santa Barbara, CA 93110

Notice to Proceed

Channel Coast District/Water Testing, C1442001

Dear Ms. Palacio,

Your contract for the subject project in Santa Barbara County, California, has been approved and your copy is enclosed. You are hereby given Notice to Proceed with the Work of the contract in accordance with the following fixed dates:

Formal Start Work Date: July 1st, 2014
Contract completion date: June 30th, 2016

Peter Stewart (805-331-3953) has been designated at the State's Representative to oversee and manage the contract and the work and is the authorized representatives for this project. Changes to, or deviations from, the contract document shall not be made, unless approved in writing by the state's representative. All contract inquiries, questions during the service period and billing invoices shall be submitted to:

Department of Parks & Recreation
Channel Coast District
Attn: Accounting
911 San Pedro Street
Ventura, CA 93001

Government Code Section 12940 and Title 2 California Code of Regulations Section 7187 require all employers to post documented title "Discrimination and Harassment of Employment are Prohibited by Law" (DFEH-162) at conspicuous places for availability to employees and applicants for employment. Obtain and print document from Department of Fair Employment and Housing's website at: www.dfeh.ca.gov/publications/publications.aspx?showPub=11. Forward a copy of this document to every subcontractor who's Work under this Contract exceeds \$5,000.00.

Our staff is looking forward to working with you on our water testing requirements for California State Parks.

Sincerely,

Gayla Swann
Administrative Officer I

AGREEMENT NUMBER C1442001
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
California Department of Parks & Recreation
 CONTRACTOR'S NAME
Santa Barbara County Public Health
- The term of this Agreement is: 7/1/2014 through 6/30/2016
- The maximum amount of this Agreement is: \$ 7,496.00
SEVEN THOUSAND FOUR HUNDRED NINETY SIX DOLLARS NO/100
- 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.

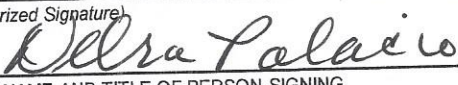
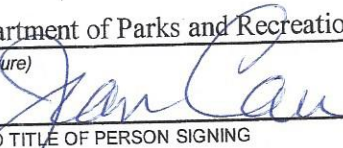
Exhibit A - Scope of Work	1 page(s)
Exhibit A, Attachment I Specifications	1 page(s)
Exhibit B - Budget Detail and Payment Provisions	1 page(s)
Exhibit B, Attachment I Cost Breakdown	1 page(s)
Exhibit C* - General Terms and Conditions	GTC 610

Check mark one item below as Exhibit D:

<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input checked="" type="checkbox"/> 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

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.)		
<u>Santa Barbara County Public Health</u>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<u>6/11/2014</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<u>Debra Palacio, Director</u>		
ADDRESS		
<u>344 N. San Antonio Road Santa Barbara, CA 93110</u>		
STATE OF CALIFORNIA		
AGENCY NAME		
<u>California Department of Parks and Recreation</u>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<u>6/15/14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<u>Jean Carr, Administrative Officer I</u>		
ADDRESS		
<u>911 San Pedro Street Ventura, CA 93001</u>		
<input type="checkbox"/> Exempt per:		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

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

Monthly water testing for approximately 8 test locations to comply with mandatory California Department of Public Health Services requirements. Locations are at Refugio State Beach, El Capitan State Beach & Gaviota State Park

2. The services shall be performed at:
Refugio State Beach, El Capitan State Beach & Gaviota State Park
3. The services shall be provided during:
Normal business hours, Monday through Friday
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Santa Barbara County Public Health
Section/Unit:	Channel Coast District	Section/Unit:	
Attention:	Gayla Swann	Attention:	Debra Palacio
Address:	911 San Pedro Street	Address:	344 N. San Antonio Road
City/State/Zip Code:	Ventura, CA 93001	City/State/Zip Code:	Santa Barbara, CA 93110
Phone:	805-585-1854	Phone:	805-681-5215/805-681-5256 ext. 681
Fax:	805-585-1857	Fax:	805-681-4753
E-mail Address:	gswann@parks.ca.gov	E-mail Address:	debrapalacio@sbcphd.org

Exhibit A, Attachment 1
SCOPE FOR MONTHLY BACTERIOLOGICAL
WATER TESTING

Each month California Department of Parks & Recreation, Santa Barbara Sector is required by the EPA through the California Department of Public Health to do routine bacteriological testing at 8 sample sites within Gaviota State Park, Refugio & El Capitan State Beaches.

The Bacteriological Testing Laboratory will be required to do:

1. 5 routine "Bacti" (present / absent) samples each month.
2. 3 routine Colilert (Quantitray) each month.
3. Have the ability to do 5 repeat samples the next day should a routine "Bacti" sample be bad or positive.
4. All monthly routine samples are schedule to be collected / tested on the second Tuesday of each month.
5. The testing of "Special Bacti" samples about 4 times a year.
(These are taken after the loss of pressure in the water system usually after a water line repair.)
6. County shall notification by fax of all sample results.
7. County shall immediately notification by phone of any bacteriological positive water sample results.
8. Contract may be amended to include other water testing requirements as determined by the State or County during the term 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 _____ 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:

California Department of Parks and Recreation
Channel Coast District
Attn: Accounting
911 San Pedro Street
Ventura, CA 93001

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
Bid Form**

PH Lab Dir #08020, PH Lab-Coliform, Ocean:

3 test a month X \$38.00 each test X 24 months = \$2,736.00

PH Lab Dir #08005, PH Lab – Portable Water:

5 tests a month X \$23.00 each test X 24 months = \$2,760.00

Extra Allowance for Misc. Additional Test Needed:

Extra testing: \$2,000.00

Total Cost for 24 month Contract: \$7,496.00

SEVEN THOUSAND FOUR HUNDRED NINETY SIX DOLLARS NO/100

SANTA BARBARA COUNTY PUBLIC HEALTH
344 N. SAN ANTONIO ROAD
SANTA BARBARA, CA 93110
(805) 681-5215
FAX # 805-681-4753
Email: debrapalacio@sbcpd.org

Signature

Print Name

Date

Debra Palacio *6/11/14*

**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: Health
Agreement Number: C1442001Page: 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.