

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER C1870612-35788

PURCHASING AUTHORITY NUMBER (if applicable) DPR-3790

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

City of Los Angeles Harbor Department

2. The term of this Agreement is:

START DATE

Notice to Proceed (NTP)

THROUGH END DATE

820 days from NTP

3. The maximum amount of this Agreement is:

\$388,237.84

Three hundred eighty eight thousand two hundred thirty seven dollars and eighty four 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
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Exhibit C*	*General Terms and Conditions *GTC 04/2017	
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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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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.)

City of Los Angeles Harbor Department

CONTRACTOR BUSINESS ADDRESS

425 S. Palos Verdes Street

CITY

San Pedro

STATE

CA

ZIP

90731

PRINTED NAME OF PERSON SIGNING

Eugene D. Seroka, Executive Director

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

1 Capital Mall, Suite 500

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Ramona Fernandez

TITLE

Deputy Director (A)

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

C1870612-35788

PURCHASING AUTHORITY NUMBER (if applicable)

DPR-3790

California Department of General Services Approval (or exemption, if applicable)

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide along with the Department of Parks and Recreation (DPR), Division of Boating and Waterways, training services as described herein:

The Supplier shall provide all materials, supplies, equipment, printed training materials, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to provide boating safety and boating law enforcement training for peace officers and other first responders. The training classes shall be in compliance with the curriculum shared between the Division of Boating and Waterways (DBW) and the Maritime Law Enforcement Training Center (MLETC) for the Basic Maritime Officer's Course (BMOC), the Advanced Maritime Officer's Course (AMOC), the Boating Accident Investigation (BAI) course, and other courses TBD (as mutually agreed upon). The Supplier agrees to provide BMOC, AMOC, BAI, and other courses TBD (as mutually agreed upon), up to a maximum of (20) training courses annually. This training will provide peace officers with necessary skills and knowledge to enable them to provide for the health and safety of California's recreational boaters, natural resources, and property. The Supplier agrees to send instructors to curriculum review sessions, meetings, and participate in instructor development as needed.

2. The services shall be performed at:
 Maritime Law Enforcement Training Center - 300 East Water Street, Wilmington, CA 90744
 Other locations TBD
3. The services shall be provided during:
 Monday through Friday during normal business hours or as mutually agreed upon by DPR and The City of Los Angeles Harbor Department
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	City of Los Angeles Harbor Department
Section/Unit:	Division of Boating and Waterways	Section/Unit:	
Attention:	Brian Carroll	Attention:	Lieutenant Mark Oliver
Address:	One Capitol Mall, Suite 500	Address:	300 East Water Street
City/State/Zip Code:	Sacramento, CA 95814	City/State/Zip Code:	Wilmington, CA 9074 4
Phone:	(916) 327-1835	Phone:	(310) 732-0856
Fax:		Fax:	
E-mail Address:	Brian.Carroll@parks.ca.gov	E-mail Address:	moliver@portla.org

**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:

Department of Parks and Recreation
Division of Boating and Waterways
Attn: Contracts Manager
One Capitol Mall, Suite 500
Sacramento, CA 95814

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.

Cost Breakdown

Training Sessions:

**Basic Maritime Officer's Course (BMOC),
Advanced Maritime Officer's Course (AMOC),
Boating Accident Investigation (BAI), and
Other courses as mutually agreed upon**

Basic Maritime Officer's Course (BMOC) to be billed at:

- \$1,000 per student

Advanced Maritime Officer's Course (AMOC) to be billed at:

- \$570 per student

Boating Accident Investigation (BAI) to be billed at:

- \$150 per student

Training session total per contract term	up to \$369,600.00
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Instructor Travel:

Instructor travel to assist in the delivery of marine law enforcement training
(Location TBD as mutually agreed upon):

- Instructor travel (transportation, lodging, and per diem)

Instructor travel total per contract period	up to \$5,000.00
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Training Supplies:

Training supplies associated with the delivery of marine law enforcement training

- Training supplies TBD as mutually agreed upon

Training supplies total per contract period	up to \$5,000.00
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Office Space:

Office space for the Division to administer the training program

Office space total per contract period	\$8,637.84
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Contract Grand Total	\$388,237.84
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* All instructor travel and per diem to be reimbursed at current State rates as listed on the California Department of Human Resources travel reimbursement websites:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

<https://www.documents.dgs.ca.gov/ofa/Travel/CarRental/CarRentalRates3.1.2016.pdf>

<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>

**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)**

City of Los Angeles Harbor

Contractor's Name: Department

Agreement Number: C1870612

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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.

9. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.