

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

R2019131

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

State Lands Commission, hereinafter referred to as "State"

CONTRACTOR NAME

County of Marin, hereinafter referred to as "Applicant"

2. The term of this Agreement is:

START DATE

April 20, 2020

THROUGH END DATE

April 20, 2024

3. The maximum amount of this Agreement is:

\$40,000.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions - GTC 4/2017	GTC2017
Exhibit D	Special Terms and Conditions	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.)

County of Marin-DPW

CONTRACTOR BUSINESS ADDRESS

PO Box 4186

CITY

San Rafael

STATE

CA

ZIP

94913

PRINTED NAME OF PERSON SIGNING

Raul Rojas

TITLE

Director of Public Works

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/16/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

State Lands Commission

CONTRACTING AGENCY ADDRESS

100 Howe Ave, Suite 100-South

CITY

Sacramento

STATE

CA

ZIP

95825

PRINTED NAME OF PERSON SIGNING

Denise Cook

TITLE

Chief, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

4/16/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Meets requirements for Agreement under \$50k exemption from DGS review, per GC § 11256, SCM V1 4.04 A.2.

EXHIBIT A
SCOPE OF WORK

1) **Definitions and Terms**

- a) Wherever the following abbreviations and terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as provided in this section. Working titles having a masculine gender, and pronouns referring to such said titles, are utilized in this Agreement for the sake of brevity and are not intended to refer to either sex or the neuter. All references to the singular shall refer also to the plural. All references to the plural shall refer also to the singular.
- b) The term "Agreement" refers to this document as executed by the Applicant and the State. This document includes Standard Form and any attached Exhibits or amendments.
- c) As used within this Agreement, the terms "Applicant" and "Contractor" are used interchangeably and are to be considered the same entity.
- d) The term "Project" means that activity which is the subject of this Agreement or other entitlement from the State.
- e) The term "Project Manager" refers to that person appointed or designated by the Applicant to administer the project for the Applicant.
- f) The term "Project Officer" refers to that person appointed by the State to process this project.

2) **Work to be Performed** – Marin County, (Applicant) requested assistance from the California State Lands Commission (State) staff for the proposed **San Rafael Airport Land Exchange** (Project). The Project involves lands located within San Rafael Airport, Marin County. The State agrees to perform the following services:

- a) **Staff Participation:** Staff participation shall include but not be limited to: Land exchange negotiations, review for public trust and granting statute consistency; title and boundary analysis; review and analysis of appraisals; review legal descriptions; preparation of plats; and preparation of staff recommendation for Commission consideration at a regularly-noticed public meeting.

Mutual Understanding: This Agreement is entered into by the parties hereto with the express understanding that the State cannot assure: 1) final approval of any future State actions associated with this Project ; 2) that permits from other State or local permitting agencies are obtainable; 3) that either the State or the Applicant by entering into this Agreement is representing that the Project will proceed as proposed; and 4) that either the State or the Applicant is irrevocably committed to proceeding with this project.

3) **Parties' Agents**

State Lands Commission State Project Officer		Marin County Applicant's Project Manager	
Name and Title:	Reid Boggiano Public Land Management Specialist	Name and Title:	Eric Lueder Chief Real Property Agency
Address:	100 Howe Avenue, Suite 100-S Sacramento, CA 95825	Address:	1600 Los Gamos Drive, Suite 210 San Rafael, CA 94903
Phone:	(916) 574-0450	Phone:	(415) 473-6580
Fax:	n/a	Fax:	n/a
Email:	Reid.Boggiano@slc.ca.gov	Email:	ELueder@marincounty.org

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4) Notices and Authorities

- a) Any notice or other written communications required or permitted under this Agreement may be personally delivered in writing to the State's Project Officer or Applicant's Project Manager, or may be sent by certified mail, return receipt requested, to the address stated above and shall, based on such delivery or sending, be deemed to have been effectively communicated. Either party may change such address by written notice to the other party.
- b) Any notice given other than as provided above, shall not be deemed to be effectively communicated until received in writing.
- c) The Project Manager shall have full authority to act on behalf of the Applicant for administration of the project. All communications given to the Project Manager shall be as binding as if given to the Applicant.
- d) The State may change its Project Officer at any time by written notice to the Applicant's Project Manager. The Applicant may change its Project Manager at any time by written notice to the State's Project Officer.

EXHIBIT B
BUDGET AND PAYMENT PROVISIONS

1) Invoicing and Payment

- a) Applicant agrees to reimburse the State for all reasonable costs associated with the Project including the Scope of Work, described in Exhibit A of this Agreement, Staff costs shall be computed in accordance with Section 8752 and 8752.1 of the State Administrative Manual and shall include salaries and wages, related staff benefits and administrative overhead.
- b) The invoice shall be mailed to the Applicant's Project Manager. Payments shall reference the Agreement number **R2019131** assigned to this project and must be mailed to the following address:

State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attention: Accounting

2) Estimated Reimbursable Costs

- a) The initial estimated costs are based on the information and contracts existent as of the date of this Agreement, it is estimated that the reimbursable costs for Work To Be Performed as described in Exhibit A, Scope of Work, will be:
- b) **Approximate Total Cost - \$40,000**
- c) The approximate cost above is a preliminary estimate. Additional costs will be determined upon defining of the scope of the project and cost of consultant contracts.

3) Expense Deposits and Billings - **An expense deposit of \$15,000 is due upon execution of this Agreement.** Costs incurred by the State are charged on a monthly basis and will be applied against the deposit until exhausted. All payments are due 30 days from date of the invoice. Total costs billed under this Agreement, including expense deposits, shall not exceed the dollar amount specified in this Agreement unless amended.

4) Additional Costs or Services

- a) Applicant will be advised of any estimated cost increase in writing in accordance with this Agreement should the need for additional services become known or as costs previously estimated exceed the above estimate.
- b) Upon notification of the need for additional funds, the Applicant shall have the right to terminate this Agreement in accordance with the Termination clause; or dispute the change. The Applicant shall have the option to dispute or accept the increase with all the terms and conditions of this Agreement being unchanged and in effect. Applicant shall notify the State within five (5) days of notice of any intent to terminate the Agreement or dispute the change. Non-response shall be acknowledged as acceptance of the additional charges and Applicant will be billed for the balance in accordance with the terms above.

5) Costs and Payment

- a) Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.
- b) Payments for undisputed invoices shall be made according to the provisions of Government Code Section 927 (California Prompt Payment Act).

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- 6) Disputes - Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under or relating to the performance of this Agreement which is not disposed of by Agreement shall be decided by the Project Coordinator, who shall reduce his decision to writing in regard to the dispute and shall transmit a copy thereof to the Applicant within thirty (30) days. The decision of the Project Coordinator shall be final and conclusive, unless within thirty (30) days from the date of receipt of such copy, the Applicant transmits to the State a written appeal. Said appeal shall be supported with specificity.
- a) In connection with any appeal proceeding under this clause, the Applicant shall be afforded an opportunity to be heard before the California State Lands Commission within sixty (60) days of the receipt by the State of the Applicant's written appeal and to offer evidence in support of its appeal. Pending the final decision of any such dispute, the Applicant shall proceed diligently with the performance of the Agreement and in accordance with the written decision of the Project Coordinator which is the subject of the Applicant appeal including the payment of invoices to the State .
- b) The procedure described herein shall not prejudice or deny the Applicant his remedies at law. However, the Applicant agrees to exhaust the procedure described herein before pursuing his remedies at law. All amounts paid to the State under protest shall be held by the State in trust until the dispute is resolved.
- 7) Reimbursement of Costs - Applicant shall reimburse the State in full for all reasonable costs and attorney's fees, including, but not limited to, those charged it by the California Office of the Attorney General, that the State incurs in connection with the defense of any action brought against the State challenging this agreement or any other matter related to this agreement or the work performed by the State under this agreement. In addition, Applicant shall reimburse the State for any court costs and reasonable attorney fees that the State may be required by a court to pay as a result of such action. Applicant may participate in the defense of the action, but its participation shall not relieve it of its obligations under this Paragraph. The provision of this Paragraph shall not apply to any claims, litigation or other actions which may be brought by either Applicant or the State against each other and shall not apply to the extent that any such obligation is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this agreement. Nothing in this Paragraph shall be construed to require the State to defend itself against all or any aspect of the challenge to this agreement or work performed under this agreement. However, Applicant may take whatever legal action is available to it to defend this agreement or any work performed under this agreement against any challenge by a third party, whether or not the State chooses to raise a defense against such a challenge.
- 8) Records - Upon five (5) business days' notice, the State's records relating to its costs shall be available for the Applicant's audit in the State's office in Sacramento. Said audit shall take place only during regular business hours of the State. Payment of costs by the Applicant shall not constitute a waiver of its rights to audit nor an acknowledgment by the Applicant of the validity of the costs that have been paid. Nothing herein shall be deemed to require the State, its consultants, other contractors and subcontractors to maintain books, records, or documents other than those usually maintained by them, provided that such books, records and documents reasonably segregate and identify the costs for which reimbursement is required hereunder. As used herein, "State's records" include any audit of the consultant by the State or its designated representative as authorized in this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1) Type of Agreement
 - a) This Agreement between the State and the Applicant is for the reimbursement of costs, from the Applicant to the State, for Project related activities, detailed in Exhibits A and B of this Agreement, performed by staff of the State. This Agreement does not involve the procurement of goods or services from the Applicant.
- 2) Effective Reimbursement Period
 - a) Notwithstanding the date of Agreement approval in paragraph 1 of GTC 4/2017, the Applicant agrees to reimburse the State for the costs of Project related activities detailed in Exhibits A and B of this Agreement, that accrue beginning on the date listed in form STD.213, paragraph 2 of this Agreement until the termination of this Agreement.
- 3) This paragraph supersedes Paragraph 5 of GTC 4/2017, Exhibit C, "Indemnification":
 - a) Indemnification - The Applicant shall defend, indemnify and hold harmless the State, its officers, agencies, commissions, and employees from and against any and all claims, liabilities, charges, losses, expenses and costs, including without limitation third party claims and claims by any governmental agency (other than the State) that may arise from, or by reason of, any action or inaction by the Applicant or any of its officers, employees or agents in connection with or as a result of this agreement, except for any such liability, claims, damage or injury caused by the negligence or willful misconduct of the State, its officers, agents and employees.
 - b) This obligation of the Applicant to indemnify, defend and hold harmless the State shall not apply to the extent that any such obligation to indemnify, defend and hold harmless the State is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this agreement; and further, the provisions of the preceding sentence shall not apply to any claims, litigation or other actions which may be brought by the Applicant against the State in relation to any of the matters in connection with the Applicant's project or this Agreement.
- 4) This paragraph supersedes paragraph 7 of GTC 4/2017, Exhibit C, "Termination for Cause":
 - a) Termination - Either party may elect to terminate this Agreement by written notice at any time prior to referral of the Project to the Commission upon ten (10) days written notice to the other party. The Applicant agrees that in the event of termination of this Agreement by either party as provided above, it shall reimburse the State upon its written request one hundred percent (100%) of all costs incurred by the State in the performance of its obligations as described in this Agreement.
- 5) The following Paragraphs do not apply to Reimbursement/Revenue Agreement: 4, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, and 20 of GTC 4/2017, Exhibit C, therefore are hereby waived and shall have no force or effect upon this Agreement.