

**STANDARD CONTRACT**  
**(Purchase of Services - Short Form)**

Number  
Fund/Org# 3320  
Account # 2479  
Other #

1. **Contract Identification.**

Department: Agriculture

Subject: University of CA Cooperative Extension - Master Gardener Coordinator

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows.

Contractor: The Regents of the University of California by  
and on behalf of the University of California

Capacity: Department of Agriculture & Natural Resources

Address: UC ANR, 2801 Second Street, Davis, CA 95618-7774

3. **Term.** The effective date of this Contract is July 1, 2015 and it terminates June 30, 2016 unless sooner terminated as provided herein.

4. **Termination.** This Contract may be terminated by the County, at its sole discretion, upon five-day advance written notice thereof to the Contractor, or cancelled immediately by written mutual consent.

5. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$48,000.00.

6. **County's Obligations.** In consideration of Contractor's provision of services as described below, and subject to the payment limit expressed herein, County shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (County Demand Form D-15) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by the head of the County Department for which this Contract is made or his designee, as follows:  
[Check one alternative only]

☐ a. FEE RATE: \$ per service unit:

NOT TO EXCEED a total of service unit(s).

☐ hour; or

☐ session, as defined below; or

☐ calendar day(day, week or month)

Session is defined as:

☐ b. Payment in full after approval by the Department.

☐ c. As set forth in the Payment Provisions paragraph of the attached Additional Provisions.

☒ d. As set forth in the Payment Provisions, attached.

7. **Contractor's Obligations.** Contractor shall provide the following described services:

☐ a.

☒ b. As set forth in the attached Additional Provisions, which are incorporated herein by reference.

8. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

9. **Administrative Amendments.** Subject to the Payment Limit, the Payment Provisions and the Additional Provisions may be amended by a written administrative amendment executed by the Contractor (or designee) and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Additional Provisions.

10. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
11. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
12. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
13. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.
- Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.
- This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.
14. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
15. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will

reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

16. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
17. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
18. **Signatures.** These signatures attest the parties' agreement hereto:

<p>Approved: BOARD OF SUPERVISORS</p>  <p>By: _____ Purchasing Agent, Designee</p>	<p>Approved: County Administrator</p>  <p>By: _____ CAO, designee</p>
<p>Approved: CONTRACTOR</p> <p>By: _____</p> <p>Wendy Ernst Contracts &amp; Grants Officer _____ (Print name and title)</p> <p>The Regents of the University of CA _____ (Name of business entity, if applicable)</p>	<p>Recommended by Department</p> <p>By: _____ Department, Designee</p> <p>Chad Godoy Agricultural Commissioner _____ (Print name)</p>

**PAYMENT PROVISIONS**  
**(Fee Basis Contracts - Long and Short Form)**

Number \_\_\_\_\_

1. **Payment Amounts.** Subject to the **Payment Limit** of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ \_\_\_\_\_ monthly, or
- ☐ b. \$ \_\_\_\_\_ per unit, as defined in the Service Plan, or
- ☐ c. \$ \_\_\_\_\_ after completion of all obligations and conditions herein.
- ☒ d. Other: See attached, special conditions.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: \_\_\_\_\_  
Contractor County Dept.

SERVICE PLAN OUTLINE  
(Purchase of Services - Long Form)

Number

SERVICE PLAN

*Contra Costa Master Gardener  
Program coordinator*

Scope of Work

Under the general direction of the Director of the Department of Agriculture, Contractor shall coordinate the Master Gardener Program, including managing the program budget and volunteer training and providing oversight of public outreach efforts within the county. Contractor is responsible for keeping abreast of current research in all relevant areas.

Specific duties include:

- Organize and implement volunteer training
- Determine advanced volunteer training needs
- Recruit and select volunteers
- Approve Master Gardener projects and evaluate for UCCE Mission appropriateness
- Ensure Compliance with the UC Master Gardener Administrative Handbook and Program Guidelines
- Manage the program budget, including setting fees, collecting registration money, purchasing program supplies
- Evaluate and keep records on program efficacy and outreach efforts

\_\_\_\_\_(contractor)  
Urban Horticulture Program Representative  
Wendy Ernst, Contracts & Grants Officer  
Agriculture & Natural Resources  
Telephone: 530-750-1306  
Taxpayer ID #94-6036494

\_\_\_\_\_(county)  
CCC Department of Agriculture  
Agricultural Commissioner  
Director of Weights & Measures  
Telephone: 925-646-5250

Initials: \_\_\_\_\_

Contractor

County Dept.

**SPECIAL CONDITIONS**  
(Purchase of Services)

Modified/Deleted Termination Paragraph 4 of the General Conditions is being deleted and replaced to read as follows:

**Termination:** The Contract may be terminated by either party upon a ten-day advance written notice to either party, or canceled immediately by written mutual consent.

Modified/Deleted Compliance with the Law Paragraph 8 of the General Conditions is being deleted and replaced to read as follows:

**Compliance with the law:** Contractor shall be subject to and comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Contract.

Modified/Deleted Disputes Paragraph 12 of the General Conditions is being deleted and replaced to read as follows:

**Disputes:** County and Contractor shall make every reasonable effort to resolve all issues or disputes that may arise under this Agreement fairly by negotiation without litigation, if practicable - County and Contractor agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time by mediation, arbitration or litigation

Initials \_\_\_\_\_  
Contractor County Department

**SPECIAL CONDITIONS**  
(Payment Provisions P1)

Modified/Deleted Compliance with the Right to Withhold Item 4 of the payment Provisions is being modified, deleted and replaced to read as follows:

**County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented in accordance with the scope of work.**

**Approval will be based on a general technical review to ensure that all aspects of the scope of work provided for by this Agreement have been adequately carried out. (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of it's program, work or records.**

Add following statement to: PAYMENT PROVISIONS 1. Payment Amounts d. Other: **"The budget reflects salary costs that are based upon UC's percent effort of salary and not an hourly rate. Any hourly rate listed in this agreement and budget is for informational use only. Payment is based upon percent effort of salary only."**

Initials \_\_\_\_\_  
Contractor

\_\_\_\_\_  
County Department

**SPECIAL CONDITIONS**  
**(Purchase of Services – Long Form)**

Modified/Deleted Indemnification Paragraph 15 of the General Conditions is being Deleted and replaced to read as follows:

**Indemnification.** The contractor shall defend, indemnify and hold harmless County, its Officers, employees and agents from and against any and all liability loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Contractor, its, respective officers, agents or employees.

The County shall defend, indemnify and hold harmless the Contractor, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or omissions of the Contractor, its respective officers, agents or employees.

Initial \_\_\_\_\_(contractor) \_\_\_\_\_(county)