

STATE OF CALIFORNIA  
**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*  
 STD. 210 (Revised 1/2013)

CONTRACT NUMBER <b>S1980008</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER <b>94-6000371</b>
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
 SUBMIT INVOICE IN TRIPLICATE TO:

**California Department of Fish and Wildlife  
 SHARE Program  
 Attention: Victoria Barr  
 P.O. Box 944209  
 Sacramento, CA 94244-2090**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER  
 DVBE %  N/A  GFE  
 Late reason  
 Public Works Contractor's License  
 Exempt from Bidding: FGC Section 1572 (e)

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

CONTRACTOR'S NAME, hereafter called the **Contractor**.

**California Department of Fish and Wildlife (CDFW)**

**City of Merced**

2. The agreement term is from **July 1, 2019, or upon CDFW approval, whichever is later, through January 31, 2020**

3. The maximum amount payable is \$ **7,050.00** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ *(Attach list if applicable.)*

4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (*Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.*)

ADDITIONAL PAGES ATTACHED

Fund Encumbrance Sheet	1 page
Exhibit A – Scope of Work	2 pages
Exhibit A – Attachment 1 Property Map	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
*Exhibit C – General Terms and Conditions	GTC 04/20/2017
Exhibit D – Additional Provisions	8 pages

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)

GTC\* **04/20/2017**  GIA\* \_\_\_\_\_ \*If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.  
 Other Exhibits (*List*) \_\_\_\_\_

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME <b>California Department of Fish and Wildlife</b>		CONTRACTOR'S NAME ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> ) <b>City of Merced</b>	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sarah Edmonds, Staff Services Manager</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Steve Carrigan, City Manager</b>	
P.O. Box 944209 Sacramento, CA 94244-2090		ADDRESS <b>678 W 18<sup>th</sup> Street, Merced, CA 95340</b>	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Share Habitat Alliance for Recreational Enhancement (SHARE) Account	3600-001-0200-99	19/20	TBD	2019	5301800

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

SIGNATURE OF ACCOUNTING OFFICER  
 DATE SIGNED

# STD 210 FUND ENCUMBRANCE ATTACHMENT SHEET

**Contract #: S1980008**

**Amendment #:**

**Contractor Name: City of Merced**

## Encumbrances

<u>Fiscal Year</u>	<u>Reporting Structure</u>	<u>Account Code</u>	<u>Project Code</u>	<u>Amount</u>
2019/20	36004120	5301800	36002003321202	<u>\$7,050.00</u>
			<b>Total</b>	<b>\$7,050.00</b>

1. The City of Merced (Contractor) is entering into an agreement with the Department of Fish and Wildlife (CDFW) to provide public access to 300 acres in Merced County for recreational opportunities. Public access will be regulated in accordance with an Annual Public Access Plan that will be developed by CDFW specifically for said property. The Annual Public Access Plan will ensure that high-quality recreational opportunities are developed and maintained on this property.
2. Land access shall be provided in Merced County, California (APN No: 065-110-001), as identified in Exhibit A, Attachment 1 (Property Map).
3. The services shall be provided to CDFW July 1, 2019 to January 31, 2019.
4. The Project Officials during the term of this Agreement will be:

**CDFW Contract Manager**

Name: Victoria Barr  
Phone: (916) 445-4034  
Fax: (916) 445-4048  
E-mail: victoria.barr@wildlife.ca.gov

**Contractor Project Director**

Name: Jennifer Arellano  
Phone: (209) 385-6854  
Fax: (209) 388-8945  
E-mail: [arellanoj@cityofmerced.org](mailto:arellanoj@cityofmerced.org)

Direct all inquiries to:

**Department of Fish and Wildlife:**

Section/Unit: Wildlife Branch  
Attention: Victoria Barr  
Address: P.O. Box 944209  
Sacramento, CA 94244-2090  
Phone: (916) 445-4034  
Fax: (916) 445-4048  
E-mail: victoria.barr@wildlife.ca.gov

**Contractor:**

Section/Unit: City of Merced  
Attention: Joey Chavez  
Address: 678 W 18<sup>th</sup> Street  
Merced, CA 95340  
Phone: (209) 385-6978  
Fax: (209) 388-8944

**5. SCOPE OF WORK**

**A. Background and Objectives**

Sections 1572 and 1573 of the Fish and Game Code authorize CDFW to enter into contracts to compensate private landowners, as defined therein, for providing public access to property that is suitable for wildlife-dependent recreational activities. The California Shared Habitat Alliance for Recreational Enhancement (SHARE) Program will assist with facilitating public access to private lands by providing private landowners, or their representatives, annual incentive payments in return for providing public use of the land or public access for wildlife-dependent recreational activities, including but not limited to: hunting, fishing, wildlife observation, conservation education, and related outdoor activities, in accordance with detailed annual public access management plans developed by the SHARE coordinator and CDFW wildlife biologists in cooperation with the private landowner or their designated representative.

**B. Work to be Performed**

The Contractor shall:

1. Allow CDFW access to approximately 300 acres of seasonal wetlands to conduct various wildlife-dependent recreational activities. The Agreement land is identified in Exhibit A, Attachment 1 (Property Map), which is attached and hereby made part of this Agreement. The dates shall be determined by August 1 and detailed in the Annual Use Plan.

SHARE activities to be offered:

- A) Waterfowl Hunts
    - Up to 35 days during Waterfowl Season
    - 6-10 hunters per day
    - Each hunt consists of 1 day
  - B) Dove Hunts
    - 7 days during Dove Season
    - 16 hunters per day
    - Each hunt consists of 1 day
  - C) Pheasant Hunts
    - 4 days during Pheasant Season
    - 16 hunters per day
    - Each hunt consists of 1 day
  - D) Bird Watching Days
    - Up to 24 days
    - 10 users per day
    - Each opportunity consists of 1 day
2. SHARE activities shall be conducted on Mondays, Wednesdays, Saturdays, Sundays and holidays.
  3. Assist with developing the Annual Public Access Plan by February each year. Plan needs to include access dates and property rules.
  4. Provide a marked entrance to the property with off-road parking.
  5. Provide a platte map and field map to CDFW.

The CDFW shall:

1. Conduct a drawing for SHARE Access Permits.\
2. Provide each SHARE Program participant with a SHARE Program Liability Waiver, DFG 859(REV. 12-11) which must be signed by each participant before entering a SHARE property.
3. Provide each hunter with a map of the property.
4. Provide each hunter with the rules of the property.
5. Maintain all program data (i.e. number of participants, contact information, hunt dates, etc.) for recreational activities conducted on the Agreement lands.

065-110-001



**1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid in one lump sum in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Victoria Barr
Department:	California Department of Fish and Wildlife
Region / Division:	Wildlife Branch
Address:	P.O. Box 944209, Sacramento, CA 94244-2090

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. The invoice shall contain the following information:
  - 1. The word "Invoice" should appear in a prominent location at the top of the page(s);
  - 2. Printed name of the Contractor;
  - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
  - 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
  - 5. The date of the invoice and the time period covered;
  - 6. The number of the agreement upon which the claim is based, and;
  - 7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
    - a. The time period covered by the invoice, i.e., the term "from" and "to";
    - b. A description of the services performed;
    - c. The method of computing the amount due based on a fixed amount or lump sum method. Upon satisfactory performance, the State agrees to pay the Contractor on a lump sum basis for all work described herein for the total specified amount as described below:

**Budget Detail:**

Price	# of Acres	Agreement Total
\$23.50 per acre	300 acres	\$7,050.00

- d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
- e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

**2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT**

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. 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 the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. 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 the 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.

**APPROVED AS TO FORM:**



**KELLY C. FINCHER**

**Chief Deputy City Attorney**