

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

STATE AGENCY'S NAME DEPARTMENT OF FOOD AND AGRICULTURE	
CONTRACTOR'S NAME COUNTY OF SAN MATEO	
  
2. The term of this Agreement is: March 1, 2002 through November 30, 2002
  
3. The maximum amount of this Agreement is: \$65,250.00  
Sixty-Five Thousand Two Hundred Fifty Dollars and No 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:
 

Exhibit A – Scope of Work	2	Pages
Exhibit B – Budget Detail and Payment Attachment 1 – 2 pages	1	Page
Exhibit C – General Terms and Conditions	3	Pages
Exhibit D	1	Page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> COUNTY OF SAN MATEO	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 728 Heller Street Redwood City, CA 94064	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS 1220 N STREET, ROOM 100 SACRAMENTO, CA 95814	
<input checked="" type="checkbox"/> Exempt per _____ DGS letter 28.4	

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein as enforcement and implementation of Oak Mortality Disease Regulation.

**Background/history**

In 1995, tanoak trees were observed to be dying in Marin County. Since that time the area of infection has grown, and Coast Live Oak, Black Oak and Rhododendron have also been attacked and the host list counties to grow. In July 2000, U.C. Davis isolated a previously unknown species of the *Phytophthora*. While other factors may contribute to the incidence or severity, this fungus is believed to be the primary cause of the disease.

The CDFA is the lead agency for a Multi-Agency Task Force, known as the California Oak Mortality Task Force (COMTF), which was formed under the Board of Forestry and Fire Protection to help develop a coordinated effort to address what is now called Sudden Oak Death (SOD). CDFA is the lead agency for the COMTF Regulations Committee. Due to CDFA's responsibilities under the COMTF and its statutory authority to establish quarantines, CDFA must enter an agreement with the impacted county in order to comply with the requirements of AB 62 (Midgen).

State agencies involved in the task force include the Departments of Forestry & Fire Protection, Food & Agriculture, CalTrans, State Parks, Fish & Game, The Resources Agency, U.C. Cooperative Extension and researchers at both U.C. Berkeley and Davis. Other members include the U.S. Forest Service, National Park Service, Marin County Fire, Marin Watershed District, County Boards of Supervisors and Agricultural Commissioners from all the affected and interested or concerned counties.

**CDFA's role in enforcing and regulating SOD quarantine in impacted counties.**

CDFA will oversee the implementation of the Oak Mortality Disease Control regulation including quarantine/regulatory enforcement activities of all the impacted counties. Some of the county activities would be, but not limited to, issuing of compliance agreements to all the affected parties such as nurseries, green waste producers, green waste processors, cut green dealers, and others. The counties will make sure that host nursery stock produced outdoors in an area around which a one quarter mile radius from the core has been surveyed annually and found to be free of *Phytophthora ramorum* may be shipped within or from the regulated area when accompanied by a certificate issued by an authorized agricultural official; or under the terms of a compliance agreement providing for another appropriate and approved form of certification.

Counties will also perform regulatory enforcement activities such as nursery regulatory inspections and related survey work, and to ensure that the affected businesses, such as firewood, tree service, green waste, compost, etc., are in compliance with CDFA's Oak Mortality Disease Control Regulations (Division 4, Chapter 4, Subchapter 6, Section 3700, California Code of Regulations).

Frequency of inspections, regulatory visits compliance enforcement's and survey will vary from one county to other depending upon the geographic area, host plants and disease risk assessment.

**EXHIBIT A  
(Standard Agreement)**

2. The contract managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR CONTRACTOR:</b>	
Name:	Nick Condos	Name:	Gail M. Raabe
Section/Unit:	Pest Exclusion Branch	Section/Unit:	County Agriculture Commissioner
Address:	1220 N Street, Room A-372	Address:	728 Heller Street
City/Zip:	Sacramento, CA 95814	City/Zip:	Redwood City, CA 94064
Phone:	916/ 654-0312	Phone:	650/ 363-4700

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt of quarterly reports and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to the designated CDFA Contract Manager for this Agreement.

**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.

Attachment 1  
1/2SAN MATEO COUNTY  
SOD REGULATORY PROGRAM  
BUDGET DISPLAY  
FY 2001-02  
(9 MONTH PROGRAM)Personnel Services

Salaries	\$33,867.60
Benefits	\$11,514.98

TOTAL	\$45,382.58
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Operating Expenses

General Expense/Supplies	\$ 1,042.38
Communications	\$ 96.30
Vehicle	\$ 1,937.19
Indirect Costs	\$16,791.55

TOTAL	\$19,867.42
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TOTAL SOD REGULATORY 9 MONTH PROGRAM EXPENSE \$65,250.00

# ESTIMATED BUDGET

Revised - Nine Month Program  
SOD Regulatory Work Plan

Agreement No. 01-0592  
Exhibit B  
Attachment 1

County: San Mateo County  
Date: January 11, 2002

Cost Per Hour: 1/2 \$41.83

Facility	Activity	Number of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year	Estimated Annual Cost
<b>Production Nursery</b>						
	Annual survey of host material on site	8	3	3	72	\$3,011.76
	Annual survey of host material w/in 1/4 mi	8	1	8	64	\$2,677.12
	Sampling suspect host material	8	2	3	48	\$2,007.84
	Assessment/Issuance of compliance agreement	8	1	2	16	\$669.28
	Ongoing compliance monitoring	8	3	1	24	\$1,003.92
<b>Retail Nurseries</b>						
	Ongoing compliance monitoring as per Oak Mortality Management Program: Regulation Enforcement Guidelines (appendix B)	118	1	2	236	\$9,871.88
<b>Greenwaste Producers</b>						
	Assessment/Issuance of compliance agreement	93	2	2	372	\$15,560.76
	Ongoing compliance monitoring	93	1	2	186	\$7,780.38
<b>Greenwaste Processors</b>						
	Assessment/Issuance of compliance agreement	10	1	3	30	\$1,254.90
	Ongoing compliance monitoring	10	3	2	60	\$2,509.80
<b>Firewood Dealer</b>						
	Assessment/Issuance of compliance agreement	13	1	2	26	\$1,087.58
	Ongoing compliance monitoring	13	3	2	78	\$3,262.74
<b>Cut Greens Dealers</b>						
	Assessment/Issuance of compliance agreement	29	1	2	58	\$2,426.14
	Ongoing compliance monitoring	29	1	2	58	\$2,426.14
<b>Unprocessed Wood Products Harvesters/Dealers</b>						
	Assessment/Issuance of compliance agreement	10	1	2	20	\$836.60
	Ongoing compliance monitoring	10	1	2	20	\$836.60
<b>Educational Outreach and General Survey Activities</b>						
	Educate regulated entities and general public concerning regulations and Best Management Practices	8	1	3	24	\$1,003.92
	Perform surveys/sampling based upon reports from general public	42	1	4	168	\$7,022.64

**TOTAL \$65,250.00**

Greenwaste Producers include: Arborists, Utility Line Clearing, Tree Trimmers, Gov't Agency, Landowner  
Greenwaste Processors include: Biomass/Cogen, Composter, Landfill, Transfer Station, Greenwaste Recycler  
Cut Greens Dealer includes: Florists, Wreath Makers, Harvesters/Collectors, Crafts

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS, GTC-201**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **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.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of state Audits, or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero content. (PCC 10233, 10308.5, 10354)

**EXHIBIT C**  
**(Standard Agreement)**

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINES:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



**EXHIBIT C**  
**(Standard Agreement)**

- c. If any awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. **UNION ORGANIZING:** For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this Agreement will be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D  
(Standard Agreement)

**SPECIAL TERMS AND CONDITIONS**

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the agreement amount is over \$5,000.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right To Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.