STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 10/05)

AGREEMENT NUMBER
09-0653
REGISTRATION NUMBER

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: January 1, 2010 Through December 31, 2011

3. The maximum amount of this Agreement is: $30,745.00 Thirty Thousand Seven Hundred Forty Five 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	1 Page(s)
Attachment 1 – Scope of Work	10 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1 - Budget	1 Page(s)
Exhibit C – General Terms and Conditions - GTC 307	3 Page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 Page(s)
Exhibit E – Additional Provisions Attached hereto as part of this Agreement	
Attachment 1 – Supplemental Terms and Conditions for Contracts using ARRA Funds	2 Page(s)
Attachment 2 – Terms and Conditions	4 Page(s)

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

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
COUNTY OF SAN MATEO

BY *(Authorized Signature*
–

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING
Richard Gordon, President, Board of Supervisors

ADDRESS
728 Heller Street, Redwood City, CA 94064

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)
–

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
JANICE L. PRICE, CONTRACTS MANAGER

ADDRESS
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General Services Use Only

☒ Exempt per: DGS Letter 28.6

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Please Note: All correspondence and invoices must have the CDFA Contract Number listed.

Project One: Weed Eradication to Protect Endangered Fountain Thistle Habitat of SFPUC, Caltrans and Redwood City Park Lands.

Project Two: Eradication of Slender False Brome in California Redwood Forests.

FOR CDFA, THE IPC PROGRAM CONTACT IS:		FOR CONTRACTOR:	
Name:	Terrance Lorick	Name:	Ronald Pummer % Gail Raabe
Section/Unit:	PHPPS/IPCB	Section/Unit:	County of San Mateo
Address:	1220 N Street, Room 341	Address:	728 Heller Street
City/Zip:	Sacramento, CA 95814	City/Zip:	Redwood City, CA 94064
Phone:	(916) 651-0573	Phone:	(650) 363-4700

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

WORK PLAN
ARRA-STIMULUS FUNDING

ARRA Stimulus Funding Grant
San Mateo County

Contract will be with:
San Mateo County Department of Agriculture

NAME of PERSON SIGNING CONTRACT
President of the Board of Supervisors

MAILING ADDRESS WHERE AGREEMENT WILL BE MAILED for SIGNATURE
C/o Gail Raabe
728 Heller Street, PO Box 999
Redwood City, CA 94064

EMAIL ADDRESS of PERSON SIGNING CONTRACT
smateoag@co.sanmateo.ca.us

TELEPHONE NUMBER of PERSON SIGNING CONTRACT
650.363.4700

Primary County Contact for invoicing:
NAME: Ronald Pummer
EMAIL ADDRESS: smateoag@co.sanmateo.ca.us
PHONE OFFICE and WORK CELL: 650.363.4700

Project 1: Primary Contact for reporting.
Fountain thistle Protection: Claire Elliott
Acterra Stewardship Program
EMAIL ADDRESS: clairee@acterra.org
PHONE OFFICE and WORK CELL: 650-962-9876 ext. 311 or 650-387-9892

Project 2: Primary Contact for reporting.
Slender Falsebrome: Ellen Gartside
MROSD (Mid-Peninsula Regional Open Space District)
EMAIL ADDRESS: egartside@openspace.org
PHONE OFFICE and WORK CELL: 650.691.1200

Project 1- Fountain Thistle Protection:

I. X CHECK HERE TO CONFIRM THAT NO WORK UNDER THIS AGREEMENT WILL BE CONDUCTED ON FEDERAL LANDS.

II. HOW WILL PROJECTS BENEFIT FORESTED LANDS?

The project will be a collaborative effort by three agencies, Acterra Stewardship Program (Acterra), the San Francisco Public Utilities Commission (SFPUC) and the California Department of Transportation (Caltrans).

Acterra is working with volunteers to improve ecosystem health at Stulsaft Park in Redwood City. This 42 acre park has close to a one mile stretch of a perennial stream, Arroyo Ojo de Agua that flows through a beautiful riparian corridor. The specific area where Acterra will be working to protect the endangered fountain thistle contains oaks, bays, toyon, seep-spring monkeyflower, and wood angelica. The giant reed (*Arundo donax*) is threatening this population. Stulsaft Park also contains other rare plants, including *Hesperolinon congestum* (Marin dwarf-flax) and *Allium peninsulare var. franciscanum* (Franciscan onion).

The riparian woodland includes the following species:

- California Live Oak
- Valley Oak
- California Buckeye
- California Bay Laurel
- White Alder
- Blue Elderberry
- Red and Arroyo Willow
- Toyon

The understory of this riparian woodland includes:

- Endangered Fountain Thistle
- California Blackberry
- Snowberry
- Brown Dogwood
- Cream Bush
- Poison Oak
- Seep-spring Monkeyflower
- Fat Solomon's Seal
- California and Wood Rose
- Honeysuckle
- 13 species of lilies including rare Franciscan Onion
- Narrow-leaved Spikerush
- Giant Horsetail
- Sneezeweed
- California Sunflower
- Douglas Iris
- Common Polypody
- California Maidenhair
- Goldback Fern
- Wood Andgelica
- Wild Cucumber
- Bifid and Foothill Sedge

Within the Peninsula Watershed of the San Francisco Public Utilities Commission (SFPUC), fountain thistle grows in oak woodland dominated by coast live oak (Quercus agrifolia) and it also within stands of Monterey pine (Pinus radiata), which, though a native tree, is not native to the site. Other associated plants include toyon (Heteromeles arbutifolia), seep-spring monkeyflower (Mimulus guttatus), tufted hairgrass (Deschampsia cespitosa), poison oak (Toxicodendron diversilobum), coyote brush (Baccharis pilularis), hedge nettle (Stachys ajugoides), iris-leaved rush (Juncus xiphioides) and the federally threatened Crystal Springs lessingia (Lessingia arachnoidea).

The Caltrans fountain thistle site includes degraded riparian woodland composed of willow, which will benefit from restoration of the fountain thistle habitat.

III. HOW MANY JOBS WILL BE CREATED?

A. **NEW JOBS CREATED** = 0

B. **JOBS RETAINED** = 0.40 FTE

C. **OTHER** = 0

IV. X CHECK HERE TO CONFIRM THAT YOU ARE YOU FULLY COMMITTED TO REPORTING AND INVOICING as REQUIRED by ARRA STIMULUS and CDFA REQUIREMENTS.

PROJECT WORK PLANS

UNFUNDED WMA SUPPLEMENTAL PROGRAM
San Mateo County

Project 1 WORK PLAN: Weed Eradication to Protect Endangered Fountain Thistle Habitat on SFPUC, Caltrans and Redwood City Park lands

Project description (1/2 page max):

The objective of this project is to restore riparian woodland habitat for endangered fountain thistle by controlling the invasion of exotic plants, monitoring its growth and protecting its habitat through education and ongoing management. Fountain thistle (*Cirsium fontinale var. fontinale*) is a state and federally listed endangered species that has been extirpated from much of its unique serpentine seep and wetland habitat as a result of urban development and invasion of exotic plants. Although the project focuses on protecting the habitat for fountain thistle, it will also serve to protect many other species in the riparian woodland.

There are presently only nine known populations of fountain thistle in existence, all in San Mateo County. Populations of fountain thistle are particularly imperiled by invasion of exotic plants on SFPUC Peninsula Watershed property, Caltrans property and at Stulsaft Park. The SFPUC and Caltrans, over the course of several years, have been progressively eradicating jubatagrass from their unique serpentine seep habitats. Acterra Stewardship Program's work at Stulsaft Park focuses on outreach and education as well as controlling noxious weeds to protect the riparian corridor, grassland and oak woodland habitats of the park. This project will be accomplish the following:

1) On SFPUC and Caltrans properties, all remaining and any new jubatagrass plants will be treated with glyphosate. 2) Giant reed will be controlled in the riparian woodland in Stulsaft Park where fountain thistle is threatened. Public education and volunteer participation will provide needed follow-up treatments to protect the area from re-growth of the Giant Reed. 3) Tufted hairgrass (*Deschampsia cespitosa* subsp. *cespitosa*), a native bunchgrass, will be planted where jubatagrass has been cleared. 4) An adaptive management plan to manage and monitor treatment plots will be developed by a professional conservation biologist for the three most imperiled locations.

Project timeframe:

Work will begin - January 2010
Work will end - June 2010

Number of jobs created:

Retained- = 0.40

Species to be addressed: Jubatagrass (Cortaderia jubata) and giant reed (Arundo donax)

Control Methods to be utilized:

1. Manual control: removal of jubatagrass and giant reed with loppers, shovels and other tools

2. Herbicide application: treatment of giant reed and jubatagrass cut stems with Rodeo Herbicide

Project monitoring plan (must include % reduction between years or another quantitative measure):
The number of jubatagrass and giant reed plants will be reduced by 50 per cent by the end of the project. Photos will be taken before and after to document progress. An adaptive management plan will be provided for fountain thistle on the SFPUC and Caltrans sites. The number of volunteer hours spent at Stulsaft Park will be reported.

Project 2: Slender Falsebrome

I. X CHECK HERE TO CONFIRM THAT NO WORK UNDER THIS AGREEMENT WILL BE CONDUCTED ON FEDERAL LANDS.

II. HOW WILL PROJECTS BENEFIT FORESTED LANDS?

Slender false brome *(Brachypodium sylvaticum)*, a perennial grass from North Africa and Eurasia, has spread to over 10,000 acres in Oregon, where it thrives in a variety of conditions. An aggressive invasive plant, slender false brome (SFB) often forms dense stands of up to 90% cover, successfully out-competing native vegetation. SFB was first identified in California in the redwood forest understory of Midpeninsula Regional Open Space District's (MROSD) Thornewood Preserve and the surrounding residential neighborhood in January 2004. Extrapolating from experiences in Oregon, it is critical for the Woodside infestation to be rapidly and completely eradicated from the state of California while the population is still contained. In both states, SFB has been given the highest rating as a Class-A Noxious Weed. If left untreated, SFB is expected to continue to invade redwood forests, exclude native forest species, inhibit tree seedling establishment, and alter fire regimes. Such an invasion would place California's beloved redwood ecosystems at risk. Eradication of slender false brome in California is possible at this early stage because of the limited area it occupies and the ongoing cooperation and commitment of local county and state agencies.

III. HOW MANY JOBS WILL BE CREATED?

A. **NEW JOBS CREATED** = 0

B. **JOBS RETAINED** = 0.4 (based on $15,000 ARRA funding)
4.0 (if matching funds from Midpeninsula Regional Open Space District and other funding sources are considered)

C. **OTHER** = 0

IV. X CHECK HERE TO CONFIRM THAT YOU ARE YOU FULLY COMMITTED TO REPORTING AND INVOICING as REQUIRED by ARRA STIMULUS and CDFA REQUIREMENTS.

Project 2 WORK PLAN: Eradication of Slender False Brome in California Redwood Forests

Project description (1/2 page max):

Midpeninsula Regional Open Space District (MROSD) is managing slender false brome (SFB) in its Thornewood Open Space Preserve; however, large stands exist on surrounding private properties in the Woodside area. Working collaboratively with the local community, the District hopes SFB can be eradicated in Woodside before it spreads throughout the state, becomes unmanageable, and alters the area's redwood forests and natural environment.

Even as MROSD successfully removes all SFB from its preserves, there is a high probability that the preserves will be re-infested if plants are left on surrounding land. Removal of SFB from the surrounding private properties is necessary to prevent the grass from spreading to protected redwood forests in the region. Many of the affected Woodside landowners have stated that they need coordinated technical and financial assistance to control SFB on their land. Without this help, it is unlikely the invasive grass will be controlled and eradicated in California.

MROSD has developed a management program and reimbursement plan to assist private property owners in treating SFB on their properties. The SFB management program includes (1) pretreatment surveys; (2) herbicide application (Roundup®/Glyphosate) or manual control measures (hand pulling); and (3) post-treatment restoration, erosion control, and monitoring. Pretreatment surveys determine site conditions to guide the selection of treatment methods that will provide effective control of SFB and protect sensitive resources.

In 2009, twenty-one property owners participated in the SFB management program. Fifty-one acres of SFB have been initially treated and $17,570.00 in treatment costs have been reimbursed to private property owners who treated SFB on their land. This project will continue the momentum that has been generated in 2009 for the management of SFB on private land through this reimbursement plan.

Project timeframe:

Work will begin – January, 2010
Work will end - December, 2011

Number of jobs created:

Retained- = ***0.4*** ***(based on $15,000 ARRA funding)***
4.0 ***(if matching funds from Midpeninsula Regional Open Space District and other funding sources are considered)***

Species to be addressed: Slender False Brome *(Brachypodium sylvaticum)*

Control Methods to be utilized:

1. Herbicide application: Roundup Pro (EPA# 524-475) or Roundup Ready-to-Use (EPA # 71995-33).

2. Manual control: hand pulling

Project monitoring plan (must include % reduction between years or another quantitative measure):
By the end of the project time frame, percent cover of slender false brome is expected to be reduced by fifty percent. The percent reduction will be determined by pre-treatment and post-treatment mapping with GIS.

Method for Calculating the Number of Jobs Created or Retained

The requirement for reporting jobs is based on a simple calculation used to avoid overstating the number of other than full-time, permanent jobs. This calculation converts part-time or temporary jobs into "full-time equivalent" (FTE) jobs. In order to perform the calculation, a recipient will need the total number of hours worked that are funded by the Recovery Act. The recipient will also need the number of hours in a full-time schedule for a quarter. The formula for reporting can be represented as:

$$\frac{\textit{Cumulative Recovery Act Funded Hours Worked (Qtr1...n)}}{\textit{Cumulative Hours in a Full-time Schedule (Qtr1...n)}} = \textit{FTE}$$

Example:
Assume that a recipient is preparing its first quarterly report and that the recipient's Recovery Act funded work required two full-time employees and one part-time employee working half days for the quarter. Also assume that the recipient's full-time schedule for the quarter is 520 hours (2080 hours in a work-year divided by 4). To convert hours worked to number of FTE for the first quarterly report, aggregate all hours worked and divide by the number of hours in a full-time schedule for the quarter. In this example, full-time hours worked (520 hrs x 2 employees = 1040 hrs) + part-time hours worked (260 hrs) ÷ number of hours in a full-time schedule for the quarter (520 hrs) = 2.5 FTE reported in the first quarterly report. Because jobs are reported cumulatively each quarter, this same number of FTE would be reported for the second quarter if the same number of employees worked the same number of hours.

Reporting is cumulative across the project lifecycle, and will not reset at the beginning of each calendar or fiscal year. In the example above, the 2.5 FTE reported in the first quarterly report will stay the same through the project lifecycle, assuming the same number of employees work the same number of hours. The table below shows the FTE calculations through the lifecycle of an 18 month project that uses full-time, part-time, and temporary workers.

Period	3rd qtr	4th qtr	1st qtr	2nd qtr	3rd qtr	4th qtr
Full-Time Schedule	520	1040	1560	2080	2600	3120
Full Time Employee 1	520	1040	1560	2080	2600	3120
Full Time Employee 2	520	1040	1560	2080	2600	3120
Part Time Employee (half time)	260	520	780	1040	1300	1560
Temporary Employee (650 hrs.)	0	0	130	390	650	650
Total Hours Worked	1300	2600	4030	5590	7150	8450
Quarterly FTE	2.50	2.50	2.58	2.69	2.75	2.71

An alternative calculation based on the allocable and allowable portion of activities expressed as a percentage of the total is acceptable for recipients of assistance agreements that must comply with OMB Circular A-21, Cost Principles for Educational Institutions. OMB Circular A-21 recognizes that practices vary among educational institutions as to the activity constituting a full workload. Compensation charged to sponsored projects must conform to the institution's established policies and reasonably reflect the activity for which the employee is compensated. Charges to sponsored projects may be expressed as a percentage of their total activities. Therefore, for purposes of ARRA reporting of jobs created or retained, colleges and university may count, proportionately, the percentage of effort directly charged to ARRA awards as an FTE equivalent.

For example - A faculty member charging 50% effort on an ARRA award will be counted as .5 FTE. Hourly and part time employees shall be calculated based on actual hours worked on the sponsored agreement and the institution's definition of a full workload for employment.

The total hours reported may include paid leave.

ARRA Stimulus Semi-Annual Written Report

Written Status Reports DUE TWICE PER YEAR:
Written Report due by April 15th for work conducted between October-March
AND
Written Report due by October 15th for work conducted between April-September

****NOTE: Short Fiscal/Job Report still DUE quarterly!***

I. Amount and Percentage of funding spent for this quarterly reporting period:

$ _____
_____ %

II. Job Creation and Retention:

Total jobs created and/or retained throughout entire contract/project:

Number of Jobs *Created (FTE's)* *this period*:
Number of Jobs *Retained (FTE's)* *this period*:

III. Data Per Weed Species this period:

Common name of Weed Species	Net Acres Treated	Gross Acres Worked/ Surveyed	Percent Reduction Between Years*	IF MECHANICAL or OTHER, *What type?*	IF HERBICIDE, *What type and how much?*
Name of Species 1					
Name of Species 2					
Name of Species 3					
Name of Species 4					
Name of Species 5					

*Percent reduction or other quantitative measure comparing current treatment year data to the previous year's treated data. For the 2010 field season, calculate percent reduction between data from 2009 and 2010. For the 2011 field season, calculate percent reduction between data from 2010 and 2011.

IV. List Accomplishments To Date (bullet-point type list please):

- ✓ Accomplishment A
- ✓ Accomplishment B
- ✓ Accomplishment C

V. Attachments: *PHOTOS (showing results), GPS DATA, AND MAPS (when updated) AND ANY EDUCATION OUTREACH PRODUCTS (posters, fliers, handouts, etc.).*

ARRA LINE ITEM SHIFT REQUEST #_____

Contractor Name:	Contract No:
Project Name:	
Effective Date / Reasonable Justification:	

Project Budget Line Item	Line Item Amount *Show negative amount in ( )*
1. PERSONNEL	
a) Total Salaries and Wages	
b) Fringe Benefits	
TOTAL PERSONNEL	
2. OPERATING EXPENSES	
a) Supplies/General Expense	
b) Travel	
TOTAL OPERATING EXPENSES	
3. SUBCONTRACTORS/VENDORS	
4. OTHER DIRECT COSTS	
5. INDIRECT COSTS (Maximum 10%)	
GRAND TOTAL	

Recipient Signature	
Prepared By: (Print Name)	**Telephone Number**

For CDFA Use Only

☐ APPROVED

☐ NOT APPROVED

CDFA AUTHORIZED SIGNATURE: DATE:

Bill to:
CA Department of Food and Agriculture
Attn: Joseph Maruca, ARRA Program
1220 N Street, Room 341
Sacramento, CA 95814

Send electronically to:
tlorrick@cdfa.ca.gov
jmaruca@cdfa.ca.gov

ARRA Stimulus INVOICE

Make Check Payable to:
(Grantee Organization Name)
(Attention)
(Address)
(City, CA Zip Code)

Contract Number: _____

Billing Period: _____
Month/Year to Month/Year

Federal Award ID Number: _____

Invoice Date: _____

Invoice Number: _____

Contractor's Name: _____

Project Name: _____

	Budget Line Items	Contract Budget	Invoiced to Date	Amount Requested	Remaining Balance
1	**PERSONNEL**				
	a) Salaries & Wages	$0.00	$0.00	$0.00	$0.00
	b) Fringe Benefits	$0.00	$0.00	$0.00	$0.00
2	**OPERATING EXPENSES**				
	a) Supplies/General Expense	$0.00	$0.00	$0.00	$0.00
	b) Travel	$0.00	$0.00	$0.00	$0.00
3	**SUBCONTRACTORS/VENDORS**	$0.00	$0.00	$0.00	$0.00
4	**OTHER DIRECT COSTS**	$0.00	$0.00	$0.00	$0.00
5	**INDIRECT COSTS** (Maximum 10%)	$0.00	$0.00	$0.00	$0.00
	Totals:	$0.00	$0.00	$0.00	$0.00

Amount To Be Paid: **$0.00**

I certify this claim contains actual expenditures for allowable ARRA Stimulus costs performed in accordance with CDFA contract provisions. (Blue Ink Only)

Preparer's Signature: _____ Preparer's Phone Number _____ Preparer's E-mail _____ Date _____

Contractor's Signature _____ Contractor's Phone Number _____ Contractor's E-mail _____ Date _____

FOR STATE USE ONLY

$ _____ AMOUNT

_____ STATE FISCAL YEAR (SFY)

_____ OBJ CODE

_____ PRG COST ACCT (PCA)

X _____ CDFA AUTHORIZED SIGNATURE

_____ DATE

Exhibit A
Attachment I
Page 10 of 10

Agreement No. 09-0653

EXHIBIT B
(County 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 herein, which is attached hereto and made a part of this Agreement.

   B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.

   C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, California Code of Regulations.

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. **Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)**

   An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

   Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

   All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 – Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

   Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
   http://training.fws.gov/fedaid/toolkit/2cfr225.pdf

   Federal 7 CFR 3016 can be found at the following website:
   http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

   The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: http://www.sco.ca.gov/ard/manual/cntyman.pdf

ARRA STIMULUS BUDGET
San Mateo County
January 1st, 2010 – December 31st, 2011

	FY 2009/10 (Jan 2009-June 2010)	FY 2010/11 (July 2010-June 2011)	FY 2011/12 (July 2011-Dec 2011)
Operating Expenses			
Temporary Contractor 1 (100 hrs. @ $50.00 /hr.)	$1,250	$2,500	$1,250
Temporary Contractor 2 (100 hrs. @ $50.00 /hr.)	$1,250	$2,500	$1,250
Temporary Contractor 3 (100 hrs. @ $50.00 /hr.)	$1,250	$2,500	$1,250
Biological Consulting (Conservation Biologist) for adaptive management plan for fountain thistle (128 hrs @ $50.00/hr)	$6,400		
Educator/Volunteer Coordinator (142 hrs. @ $25 /hr)	$3,550		
Contractor to do mechanical removal of *Arundo donax* (120 hrs @ $25.00/hr)	$3,000		
Subtotal Operating Expenses	**$16,700**	**$7,500**	**$3,750**
Overhead @ 10%	$1,670	$750	$375
GRAND TOTAL	**$18,370**	**$8,250**	**$4,125**
Contract Grand Total:	**30,745**		

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

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. (Gov. Code §8546.7, Pub. Contract Code §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 post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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 (Gov. Code §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.

Contractor 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 the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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.

c. If an 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 Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, 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 affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D
(County 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. **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.

4. **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.

5. **Right To Terminate**

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. **WHISTLEBLOWER PROTECTION:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

a. The total amount of ARRA funds received by Contractor during the Reporting Period;

b. The amount of ARRA funds that were expended or obligated during the Reporting Period;

c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

(i.) The name of the project or activity;

(ii.) A description of the project or activity;

(iii.) An evaluation of the completion status of the project or activity; and

(iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than $25,000:

(i.) The name of the entity receiving the contract;

(ii.) The amount of the contract;

(iii.) The transaction type;

(iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;

(v.) The Program source;

(vi.) An award title descriptive of the purpose of each funding action;

(vii.) The location of the entity receiving the contract;

(viii.) The primary location of the contract, including the city, state, congressional district and country;

(ix.) The DUNS number, or name and zip code for the entity headquarters;

(x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and

(xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) $25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than $25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

EXHIBIT E
(County Agreement)

TERMS & CONDITIONS

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 allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Contract.

B. Invoices shall be submitted quarterly, in arrears. Invoices shall be submitted to California Department of Food and Agriculture (CDFA), Integrated Pest Control (IPC) Program Contact within fifteen (15) days after the end of the month. Invoices shall be submitted on the form entitled "American Recovery and Reinvestment Act (ARRA) Stimulus Invoice" provided by CDFA. Invoices must include the Federal Award Identification Number and CDFA Contract number submitted in triplicate to CDFA, IPC Program Contact.

Fiscal quarter dates are as follows:

- **October 1 through December 31**
- **January 1 through March 31**
- **April 1 through June 30**
- **July 1 through September 30**

C. A final invoice shall be submitted for payment no more than sixty (60) days following the expiration date of this Contract, unless an alternate deadline is agreed to in writing by CDFA, IPC Program Contact. The invoice form, provided by CDFA to the Contractor, should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Contract have ceased and that no further payments are due or outstanding.

D. The Contractor is hereby advised that ten percent (10%) of the Contract will be withheld until CDFA; IPC Program Contact is satisfied that all provisions of the Scope of Work have been fulfilled.

E. Any travel and subsistence payments authorized under this Contract shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, California Code of Regulations.

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 Contract does not appropriate sufficient funds for the program, this Contract 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 Contract and the Contractor shall not be obligated to perform any provisions of this Contract.

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 Contract with no liability occurring to the State, or offer to amend the grant agreement 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. American Recovery and Reinvestment Act of 2009 (ARRA) Funds

All ARRA funds received by the Contractor, including both prime and subcontractor, as a result of this Contract shall be deposited in a separate account with a unique account number for documentation and audit purposes.

5. Allowable Line Item Shifts

A. Upon approval of the CDFA, IPC Program Contact, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit A, Scope of Work, so long as the annual Contract total dollar amount neither increases nor decreases.

B. The Contractor shall follow the procedures described in Supplemental Terms and Conditions for Contracts using ARRA Funds; when a line item shifts over ten percent (10%) is requested.

C. The Contractor shall submit requests for line item shifts on the form provided by CDFA entitled "Line Item Shift Request."

6. Work Plan Changes

Should either party, during the period of this Grant Agreement, desire a change to their Work Plan on file with the contract, the changes shall be proposed in writing to the other party via letter, fax or email. The other party will respond in writing via letter, fax or email as to whether the proposed changes are accepted. At its discretion, the United States Department of Agriculture (USDA) may also choose to accept or deny any changes. After negotiations and if accepted are concluded, the agreed upon changes will be made and become part of this Grant Agreement when signed by the authorized signature officials of both parties.

7. Allowable Expenses/Fiscal Documentation

A. The Contractor, including both prime and subcontractors, must comply with all applicable State and Federal regulations including, but not limited to, all applicable ARRA regulations, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.

B. The Contractor must maintain adequate documentation for expenditures subject to this Contract to permit the determination of the allowability of expenditures reimbursed by the State under this Contract. If CDFA cannot determine expenditures are allowable under the terms of this Contract because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.

C. The Contractor must maintain and have available, upon request as stated in Supplemental Terms and Conditions for Contracts Using ARRA Funds, Provision No. 6, all financial records and documentation pertaining to this Grant Agreement. These records and documentation shall be kept for three (3) years after completion of the grant period or until final resolution of any performance/compliance review concerns or litigation claims related to the federally awarded grant letter.

8. Termination for Cause

The State may terminate this Agreement should the Recipient fail to perform the requirements of this Agreement at the time and the manner herein provided. However, the recipients will have fifteen (15) days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) days of receipt of notice, the State shall reimburse Recipient for all costs incurred up to the date of termination, including all uncancellable obligations.

ADDITIONAL PROVISIONS

1. ARRA Quarterly Reporting Requirements

The Contractor shall submit the information required under the Supplemental Terms and Conditions for Contracts using ARRA Funds, Provision No. 9, to CDFA's IPC Program Contact in the format provided to the Contractor by CDFA. The information shall be provided on a quarterly basis on the second day following the end of the quarter for all transactions and information required through the fifteenth (15^{th}) day of the preceding month. If the second day following the end of the quarter falls on a Saturday, Sunday or holiday the information is due on the next business day. Reporting quarters are defined as October 1 through December 31; January 1 through March 31; April 1 through June 30 and July 1 through September 30.

2. ARRA Semi-Annual Reporting Requirements

The Contractor shall submit a semi-annual report in the format defined in the attachment to this Contract entitled, "ARRA Stimulus Written Report Format" no later than April 1 and October 1.

3. ARRA Final Report Requirements

The Contractor shall submit a final report which includes cumulative data within sixty (60) days of completing all activities described in the Work Plan or not later than sixty (60) days after the expiration date of this Contract, using the format prescribed in the attachment to this Contract entitled, "ARRA Stimulus Written Report Format." The final report must include cumulative data and summary of activities over the life of the project.

4. Case Study Reports

Ten percent (10%) of the projects that show the best quantitative results will be required to submit a Case Study Summary Report of not more than one (1) page in length within 10 days of completion of all projects described in the Work Plan. The 10% selection will be based solely on those projects which show the highest degree of merit and must contain sufficient information to show that specific Work Plan objectives have been accomplished.

5. Inspection of Records

In addition to the requirements and provisions specified under the Supplemental Terms and Conditions for Contracts using ARRA Funds, the Contractor agrees to prepare and submit a Corrective Action Plan, including a Corrective Timeline, in response to any audit findings within thirty (30) days following receipt of an audit report to CDFA or any auditing entity cited in the Supplemental Terms and Conditions for Contracts Using ARRA Funds. The Contractor further agrees to provide follow-up Corrective Action Progress Reports on intervals determined by CDFA or any auditing entity cited in the Supplemental Terms and Conditions for Contracts using ARRA Funds.

6. Copyrights, Trademarks and Project Results

A. The Contractor agrees that CDFA and the USDA shall have the right to use any copyrighted material or trademarks developed under this Contract without royalty and may do so in cooperation with other public agencies.

B. The Contractor agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

7. Publicity and Acknowledgement

The Contractor agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Contract are publicized in any news media, brochures or other type of promotional material.

8. News Releases/Public Conferences

The Contractor agrees to notify the CDFA's Public Affairs Office in writing via fax at (916) 657-4240 or by email at cdfapublicaffairs@cdfa.ca.gov at least two (2) working days before any news releases or public conferences initiated by the Contractor or its subcontractors in regards to the project described in Exhibit A, Scope of Work and any project results.

9. Civil Rights Compliance

As a partner to the Forest Service, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing an assurance certifying that you will comply with Civil Rights laws. You must also obtain a signed assurance from all sub-recipients. An example of a sub-recipient is a local community organization that receives a sub-grant from a state forestry agency.
- Displaying the "And Justice for All" USDA poster (AD-475C) in your public reception areas or other areas that are visible to the public. Contact CDFA IPC Branch Terrance Lorick or Joseph Maruca at (916) 654-0768 to obtain copies of Civil Rights Compliance printed material.
- Include in any of your publications and outreach materials related to the grant, a statement of affiliation with the Forest Service, e.g., *"This publication made possible through a grant from the USDA Forest Service."*
- Include the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:

"In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Not all prohibited basis apply to all programs."

To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

U.S. Code	**Statute**	**Prohibits Discrimination on the Basis of:**
(42 USC 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or National Origin
(20 USC 1681-1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 USC 1601 et seq.)	Age Discrimination Act of 1975, as amended	Age
(29 USC 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
San Mateo County	94-6000532
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Richard Gordon, President, Board of Supervisors	
Date Executed	*Executed in the County of*
	SAN MATEO

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.