

AGREEMENT NUMBER 10-0350
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: July 1, 2010 through June 30, 2012
3. The maximum amount of this Agreement is: \$637,997.98
 Six Hundred Thirty Seven Thousand Nine Hundred Ninety Seven Dollars and Ninety Eight 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 Attachment - Workplan	1 Page(s) 16 Page(s)
Exhibit B – Budget Detail and Payment Provision Attachment - Budget	1 Page(s) 2 Page(s)
Exhibit C – General Terms and Conditions - GTC 610	3 Pages
Exhibit D - Special Terms and Conditions	1 Page(s)
Exhibit E - Additional Provisions	3 Page(s)

5. Name of Program: Pierce's Disease

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
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 S. Gordon, President, Board of Supervisors		
ADDRESS 728 Heller Street, Redwood City, CA 94064-0999		
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		

Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Establish workplan for survey, inspection, and/or treatment of the glassy-winged sharpshooter with the counties for the following fiscal years, 2010/11 and 2011/12.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Susan Ichiho Myrna Villegas	Name: Fred Crowder
Section/Unit: Pierce's Disease Control Program	Section/Unit: County of San Mateo
Address: 2014 Capitol Avenue, Suite 203	Address: 728 Heller Street
City/Zip: Sacramento, CA 95811	City/Zip: Redwood City, CA 94064-0999
Phone: (916) 322-3414 (916) 322-3409	Phone: (650) 363-4700
Email: sichiho@cdfa.ca.gov mvillegas@cdfa.ca.gov	Email: smateoag@co.sanmateo.ca.us

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



COUNTY OF SAN MATEO

728 Heller Street • P.O. Box 999 • Redwood City, California 94064-0999 • (650) 363-4700 • FAX 367-0130 • www.co.sanmateo.ca.us/agwm

BOARD OF SUPERVISORS
Mark Church
Rose Jacobs Gibson
Richard S. Gordon
Carole Groom
Adrienne Tissier

Gail M. Raabe
Agricultural Commissioner
Sealer of Weights & Measures

Agreement No. 10 D350
Exhibit A
Attachment 1
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PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FISCAL YEARS

2010-2011

2011-2012

SAN MATEO COUNTY

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PIERCE'S DISEASE CONTROL PROGRAM

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC
ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)**

The Minute Order or Board Resolution will be returned to CDFR with the signed contract.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL
PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Fred Crowder

Address: P. O. Box 999, 728 Heller Street, Redwood City, CA 94064-0999

Phone Number: (650) 363-4700

Fax Number: (650) 367-0130

E-Mail Address: smateoag@co.sanmateo.ca.us

ALTERNATE CONTACT

Name: David Leung

Address: P. O. Box 999, 728 Heller Street, Redwood City, CA 94064-0999

Phone Number: (650) 363-4700

Fax Number: (650) 367-0130

E-Mail Address: dleung@co.sanmateo.ca.us

PIERCE'S DISEASE CONTROL PROGRAM

RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS

SAN MATEO COUNTY

February 28, 2010

Objective

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in San Mateo County and suppress or eradicate any populations as rapidly as possible.

RESPONSIBILITIES

Lead Agency

The San Mateo County Department of Agriculture (SMCDA) is the lead agency and is designated by the San Mateo County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the SMCDA, the State PDCP Science Advisory Panel, officials in affected counties and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to San Mateo County, as favorable agents become available.

County Responsibilities

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

ELEMENTS

In the event of detection of a GWSS in any life stage (viable egg mass, live nymph or live adult) or infestation (5 or more adults within any five-day period and within a 300-yard radius, or the presence of multiple life stages), the County will conduct any applicable activities set forth below:

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Game, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Public Outreach

The SMCDA will act as lead spokesperson for the PDCP activities within the County. The SMCDA, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Multi-lingual speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

Medical/Veterinarian Information

The SMCDA will contact the San Mateo County Health Officer (SMCHO) with details of any proposed treatment. If the SMCHO has questions about public health aspects of the program, Darrin Okimoto, CDFA's Industrial Hygienist, can be contacted at (916) 654-1348.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 654-1447. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

General Treatment Procedures

Treatments will begin following the intensive survey and after all help line extensions and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by licensed Pest Control Operators under the direction of the SMCDA. Pesticides will be used in compliance with all applicable laws and regulations. Sound pesticide safety procedures will be followed.

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The SMCDA will ensure that all treatment activities are in compliance with all applicable pesticide laws and regulations.

Environmental Monitoring

The CDFA, in cooperation with SMCDA, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental Monitoring/Pest Management Branch. The SMCDA personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored:

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the SMCDA.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

PIERCE'S DISEASE CONTROL PROGRAM
REGULATION OF COMMODITY MOVEMENT

The San Mateo County Department of Agriculture will implement the CDFA GWSS nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

The San Mateo County Department of Agriculture will utilize the California Department of Food and Agriculture GWSS Statewide Survey Protocols as its survey protocol. These guidelines include minimum requirements to conduct a survey program. The county will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Survey Protocols.

In the event of an infestation, nurseries in San Mateo County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM
ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.

- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the San Mateo County Department of Agriculture (SMCDA) finds that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the SMCDA will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The San Mateo County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.
2. The San Mateo County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The San Mateo County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.
4. The San Mateo County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the San Mateo County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

ITEM J

**PIERCE'S DISEASE CONTROL PROGRAM
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

- The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.

- The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

**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, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

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>

ITEM H

**COUNTY OF SAN MATEO
 AGRICULTURAL COMMISSIONER
 SAN MATEO COUNTY PIERCE'S DISEASE GLASSY-WINGED SHARPSHOOTER CONTROL PROGRAM
 CONTRACT #
 BUDGET FISCAL DISPLAY
 FISCAL YEAR 2010/2011**

SURVEY/INSPECTION ACTIVITIES

***Personnel Services**

	Hourly Salary Rate	Number of Hours	Total
Permanent Salaries			
Office Specialist	\$24.54	96	\$2,355.84
Pest Detection Specialist	\$26.58	511	\$13,582.38
Pest Detection Supervisor	\$30.60	85	\$2,601.00
Biologist/Standards Specialist	\$37.13	424	\$15,743.12
Biologist/Standards Specialist - Unclassified	\$30.40	2,080	\$63,232.00
Deputy Agricultural Commissioner/Sealer	\$43.76	70	\$3,063.20
		Permanent Salaries	\$100,577.54
Temporary Salaries			
Biologist/Standards Specialist (2)	\$22.61	2,080	\$47,028.80
Pest Detection Specialist (2)	\$21.22	2,005	\$42,546.10
		Temporary Salaries	\$89,574.90
Staff Benefits			
Permanent @ 43%			\$43,248.34
Temporary @ 2.86 % - Extra-Help Biologists			\$1,345.02
Temporary @ 2.86 % - Pest Detection Specialists			\$1,216.82
		Total Benefits	\$45,810.18
Overtime		Total Overtime	\$0.00
		Total Personnel Services	\$235,962.62
<u>Operating Expenses</u>			
General Expense/Supplies (general office and field supplies)			\$2,397.71
Postage			\$100.00
**Vehicle Expense			
County car @ .42/per mile 35,000 miles			\$14,700.00
County truck @ .42/per mile 14,000 miles			\$5,880.00
Communication			\$968.00
Indirect Cost (25%)			\$58,990.66
		Total Operating Expenses	\$83,036.37
		TOTAL SURVEY	\$318,998.99

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ITEM H

**COUNTY OF SAN MATEO
AGRICULTURAL COMMISSIONER
SAN MATEO COUNTY PIERCE'S DISEASE GLASSY-WINGED SHARPSHOOTER CONTROL PROGRAM**

**CONTRACT #
BUDGET FISCAL DISPLAY
FISCAL YEAR 2011/2012**

Agreement No. 10-0330
Exhibit 8
Attachment /
Page 2 of 2

SURVEY/INSPECTION ACTIVITIES

***Personnel Services**

	Hourly Salary Rate	Number of Hours	Total
Permanent Salaries			
Office Specialist	\$24.54	96	\$2,355.84
Pest Detection Specialist	\$26.58	511	\$13,582.38
Pest Detection Supervisor	\$32.36	81	\$2,621.16
Biologist/Standards Specialist	\$37.13	399	\$14,814.87
Biologist/Standards Specialist - Unclassified	\$30.60	2,080	\$63,648.00
Deputy Agricultural Commissioner/Sealer	\$43.76	70	\$3,063.20
		Permanent Salaries	<u>\$100,085.45</u>
Temporary Salaries			
Biologist/Standards Specialist (2)	\$22.61	2,080	\$47,028.80
Pest Detection Specialist (2)	\$21.61	2,005	\$43,328.05
		Temporary Salaries	<u>\$90,356.85</u>
Staff Benefits			
Permanent @ 43%			\$43,036.74
Temporary @ 2.86 % - Extra-Help Biologists			\$1,345.02
Temporary @ 2.86 % - Pest Detection Specialists			\$1,239.18
		Total Benefits	<u>\$45,620.94</u>
Overtime		Total Overtime	\$0.00
		Total Personnel Services	\$236,063.24

Operating Expenses

General Expense/Supplies (general office and field supplies)	\$2,271.94
Postage	\$100.00
**Vehicle Expense	
County car @ .42/per mile 35,000 miles	\$14,700.00
County truck @ .42/per mile 14,000 miles	\$5,880.00
Communication	\$968.00
Indirect Cost (25%)	\$59,015.81

Total Operating Expenses \$82,935.75

TOTAL SURVEY \$318,998.99

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

Handwritten mark

**EXHIBIT C
(County Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

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 (e.g., 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.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**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 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 may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2010/11 and 2011/12 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

SUBCONTRACTORS

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

INSURANCE REQUIREMENTS – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2. Contract Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
- b. Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required.
- d. Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:
 - The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent.

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.

<i>Contractor/Bidder Firm Name (Printed)</i> COUNTY OF SAN MATEO		<i>Federal ID Number</i> 94-6000532
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Richard S. Gordon, President, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> 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.

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