COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Richard K. Iizuka
Chief Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 June 30, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

June 30, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF COOPERATIVE AGREEMENT #08-0802 WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR DETECTION OF LIGHT BROWN APPLE MOTH (LBAM) IN LOS ANGELES COUNTY (ALL DISTRICTS) (3-VOTES)

SUBJECT

This agreement is essential as part of our Exotic Pest Detection Program to place, service, and relocate over 4,955 traps to detect and prevent the establishment of Light Brown Apple Moth (LBAM) in Los Angeles County. LBAM is a serious pest of over 200 host plants, and a major threat to our State's Agricultural Industry.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures, on behalf of the Chairman, to sign the attached agreement in the amount of $183,874 with the California Department of Food and Agriculture (CDFA) effective July 1, 2008 through June 30, 2009, to continue detection trapping of LBAM.

2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the original contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board Offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of these actions is to enable the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM) to maintain a critical insect trapping program which places, services, and relocates over 4,955 traps to detect and prevent the establishment of LBAM in Los Angeles County. Los Angeles County is unique due to its large size and the vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increase the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Agricultural Commissioner/Director of Weights and Measures sign and execute amendments to fund additional work that may be required for the program described in this agreement. Therefore, we request that the Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to sign amendments to the contract not to exceed 10 percent of the amount of the contract subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Implementation of Strategic Plan Goals:

This agreement supports the Countywide Strategic Plan Goal 1: Operational Effectiveness.

Service is enhanced to the County's residents through locally administered, efficient operations as part of a statewide program to prevent the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

FISCAL IMPACT/FINANCING:

Under this agreement, CDFA will provide funding in the amount of $183,874.00 for direct and indirect expenses to the County for one year of operation for LBAM detection.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

This contract is for the period July 1, 2008, through June 30, 2009. The contract has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES:

The recommended Board action will support the program services for the entirety of Fiscal Year 2008-2009.

CONCLUSION:

Upon approval, it is requested that the Executive Office/Clerk of the Board return to ACWM the original standard agreement #08-0802 and the minute order authorizing the Commissioner to sign. The ACWM will forward copies of the documents to the CDFA Contracts Office.

Respectfully submitted,

Kurt E. Floren
Agricultural Commissioner
Director of Weights & Measures

KEF:RKI:MMA:JW:el

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

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

AGREEMENT NUMBER
08-0802
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 LOS ANGELES
2. The term of this Agreement is: July 1, 2008 Through June 30, 2009
3. The maximum amount of this Agreement is: $183,874.00 One Hundred Eighty-three Thousand Eight Hundred Seventy-four 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	5 Page(s)
Attachment 2	1 Page(s)
Attachment 3	1 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	1 Page(s)
Exhibit C – General Terms and Conditions - GTC 307	3 Pages

Check mark one item below as Exhibit D:

☒ Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) — 1 Page(s)

☐ Exhibit D*-Special Terms and Conditions

Maya Lee 5/27/09
Deputy County Counsel

5. Name of Program: Light Brown Apple Moth

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **COUNTY OF LOS ANGELES**		
BY *(Authorized Signature* –	DATE SIGNED)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 12300 LOWER AZUSA ROAD, ARCADIA, CA 91005		
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:

   The County shall provide services for the placing and service of traps for the detection of the Light Brown Apple Moth (LBAM), which is considered hazardous to agriculture and to the economy of California. This agreement may include delimitation work associated with the detection of one or more life stages of the LBAM in the county.

   Services shall be performed in and through out the County of Los Angeles.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:		**FOR CONTRACTOR:**	
Name:	Colleen Swafford	Name:	Kurt Floren
Section/Unit:	Light Brown Apple Moth	Section/Unit:	Agricultural Commissioner
Address:	1220 N Street, Room A-308	Address:	12300 Lower Azusa Road
City/Zip:	Sacramento, CA 95814	City/Zip:	Arcadia, CA 91005
Phone: FAX: Email:	916-651-2871 916-651-2870 cswafford@cdfa.ca.gov	Phone: FAX: Email:	626-575-5451 626-350-3242 losangag@acwm.co.la.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.

SCOPE OF WORK

CONTRACT SPECIFICATIONS FOR COUNTY AGRICULTURAL COMMISSIONERS TO CONDUCT LIGHT BROWN APPLE MOTH (LBAM) TRAPPING

Background

Light Brown Apple Moth was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 12 counties, from Marin to Los Angeles. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to ensure continued interstate movement of regulated articles. To confirm that areas of the state are free from LBAM, traps are placed alongside existing detection traps.

Section 1 -- The California Department of Food and Agriculture shall:

1. Provide training as needed.
2. Provide trapping materials; including traps, lures and handouts.
3. Ensure timely payment of invoices.
4. Provide quality assurance of program.

Section 2 -- The County Agricultural Commissioner shall:

1. Hire and/or train personnel.
2. Ensure that trapping procedures are followed.
3. Ensure that all documentation of work is complete and accurate.
4. Submit weekly reports using Form 2007B to dtanouye@cdfa.ca.gov due by COB the following Wednesday.
5. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. Note - Payment is contingent upon receipt of weekly reports for that month.
6. Provide and maintain trapping vehicles.
7. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved method(s). See **Collection and Submission of Samples** in the attachment, "Light Brown Apple Moth Trapping Guidelines." Or, if directed, submit samples directly to the LBAM project.

Section 3 -- Description of Work

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Light Brown Apple Moth Trapping Guidelines."

2. Nursery trap inspections will coincide with regulatory visits when possible. Do not inspect a nursery one week and return the following week to inspect traps.

3. Trapping performed in conjunction with existing detection trapping routes and/or sites (piggy-backed) will be reimbursed at three-minutes per trap. These traps should be serviced and maintained by existing general detection trappers.

4. Trapping performed in the regulated counties, during the non-pest detection season months – therefore non-piggybacked - will be fully reimbursed.

5. Mileage reimbursement is not allowed for LBAM traps piggybacked onto pest detection and Glassy-winged Sharpshooter sites.

6. Delimitation trapping may be required upon detection of "new location" finds, but only with the approval of LBAM project management.

7. Incorporate the documentation for LBAM traps into the books used for pest detection or GWSS programs.

8. Daily Trapping Summaries (DTS) (Form 60-210) must be completed daily by each reimbursable trapper and will serve as official documentation of work performed. The DTS must be made available for review by the CDFA audits office for three years. To facilitate program audits, the DTS – whether completed daily, weekly or monthly – must be signed by the individual who performed the work indicated on that summary. This applies to hand completed or electronic summaries.

Section 4 -- Basis for Payment

1. Submit invoices by postal mail or e-mail to: Colleen Swafford at the California Department of Food and Agriculture, LBAM, 1220 N Street, Room A-308, Sacramento, CA 95814, or to cswafford@cdfa.ca.gov.

2. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

3. Invoice will conform to attached sample invoice.

Light Brown Apple Moth Trapping Guidelines

Trapping Seasons

- Infested Counties – will trap year round.
    - These counties are: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano and Sonoma.
    - During the winter, while the normal pest detection and Glassy Winged Sharpshooter (GWSS) programs are not active, the LBAM traps will stand alone.
    - Once the normal detection trapping season begins, these stand alone "winter" Light Brown Apple Moth (LBAM) traps will be piggybacked with general detection traps, following the relocation schedule for that trap.
    - Nursery trapping (for applicable infested counties) - Once the GWSS contract period begins, stand alone nursery LBAM traps will be piggybacked with an existing GWSS nursery traps.
- Non-Infested Counties – follow the normal contracted pest detection schedule.

Trap Density

- Use 5 traps per square mile, piggybacked onto any active and existing trap site. Follow the relocation protocol for that trap type.
- Nursery trapping density – place 1 trap per 5 acres in the regulated counties (see Infested Counties above). During the normal detection season, piggyback these LBAM traps with GWSS traps. If a county outside the regulated areas wishes to place traps at nursery locations, they may do so at their own cost. Enter these traps in the County Commitment column of the FY Commitment Form.

Inspection Frequency

- Once every 14 days (bi-weekly), unless directed otherwise.

Trap

- The trap consists of four parts: the Jackson trap body, sticky insert, lure and trap hanger. If desired, a plastic bait basket may be used to contain the lure.

Attractant

- The attractant for LBAM is a male sex pheromone. This lure acts primarily as a male attractant, although in high populations it may attract females. The lure does not contain any insecticide.

Selection of Trapping Sites

- During the normal pest detection season, deploy these traps onto any existing trapping site. When possible, place the trap at least 10 feet from any existing trap. However, piggybacking takes priority over the 10-foot trap separation.

Hosts

- A wide range of unrelated hosts can be used. They are:
    - Trees and ornamental shrubs such as – apple, pear, peach, apricot, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine and eucalyptus.

Assembling and Hanging the Trap

- Assemble the trap in the same manner as other Jackson traps.
- Write the trap number and date of deployment on the trap body and sticky insert prior to assembling the trap. Trap numbers for LBAM will include the identifying letters "LB" (in place of MF, OF, ML, etc.).
- Tear open the septa (lure) packaging and slide the lure directly onto the center of the insert without touching the lure with your fingers (to alleviate contamination). Use the same procedure if using the plastic basket.
- Ensure that there is a minimum of eight unobstructed feet between the trap and the ground. The presence or absence of fruit is not a factor in hanging the trap. Do not place trap in dense foliage that may block the entrance of the trap or interfere with the dispersal of the pheromone.

Baiting Interval

- Change the septa every six weeks.

Insert

- Change the insert every four weeks or more often if needed, AND when relocating the trap. Mark the new insert with the trap number, placement date and LB.

Trap Relocation

- Relocate the trap at the same time as other traps on the same property are relocated. When relocating traps, make sure a new insert is used at the new site.

Collection and Submission of Samples

- The entire trap insert containing the suspect moth should be collected and returned to the office for supervisory review.
- Regulated counties - with scheduled LBAM project courier service - should complete the ½- sheet submission form. The LBAM courier will pick up the traps with the submission forms and deliver the traps to the Sacramento CDFA lab.
- For all other counties, regulated or otherwise:
    - Specimens submitted to Sacramento should be cut from the insert and placed into nematode vials.
    - All suspect specimens should be submitted along with an electronic PDR.
    - Any inserts from outside the Preventative Release Program (PRP) boundaries containing medfly suspects should be submitted to the PRP at Los Alamitos; all others are to be submitted to Sacramento via overnight express with morning delivery.
    - Notify John Pozzi at the following address upon all submissions: jpozzi@cdfa.ca.gov. Include the PDR number in this communication.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Agreement No. 08-0802
Exhibit A
Attachment 2
Page 1 of 1

PEST DETECTION/EMERGENCY PROJECTS

FY 2008 / 2009 **COMMITMENT FORM**

AGRICULTURAL COMMISSIONER	COUNTY
Kurt E. Floren	Los Angeles
DETECTION SPECIALISTS	DATE
Joan Scheiman	10/31/2008

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0

TRAPPING		SUMMER/WINTER	SUMMER/WINTER	SUMMER/WINTER
JACKSON TRAP - MEDFLY	MF	0 / 0	0 / 0	0 / 0
McPHAIL TRAP	MP	0 / 0	0 / 0	0 / 0
CHAMP TRAP	CP	0 / 0	0 / 0	0 / 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0 / 0	0 / 0	0 / 0
JACKSON TRAP - MELON FLY	ML	0 / 0	0 / 0	0 / 0
GYPSY MOTH	GM	0	0	0
JAPANESE BEETLE	JB	0	0	0
MISCELLANEOUS:	Light Brown Apple Moth	4973/4955	4955	4973/4955
		0	0	0
		0	0	0
		0	0	0
		0	0	0

SPECIAL TRAPPING CONSIDERATIONS:

Sample COUNTY DEPARTMENT OF AGRICULTURE
Light Brown Apple Moth Invoice
FY 2008-09

Nov 2008

Date:
Contract Number:
Billing Period:

A. PERSONNEL

CLASSIFICATIONS	HOURS	RATE/HOUR	Total
1	0	$0.00	$0.00
2	0	$0.00	$0.00
3	0	$0.00	$0.00
4	0	$0.00	$0.00
5	0	$0.00	$0.00
6	0	$0.00	$0.00
7	0	$0.00	$0.00
8	0	$0.00	$0.00
9	0	$0.00	$0.00
		SALARY SUBTOTAL:	$0.00

STAFF BENEFITS	BENEFIT RATE %	SALARY	BENEFIT COST
1	0.0000%	$0.00	$0.00
2	0.0000%	$0.00	$0.00
3	0.0000%	$0.00	$0.00
4	0.0000%	$0.00	$0.00
5	0.0000%	$0.00	$0.00
6	0.0000%	$0.00	$0.00
7	0.0000%	$0.00	$0.00
8	0.0000%	$0.00	$0.00
9	0.0000%	$0.00	$0.00
		BENEFIT SUBTOTAL:	$0.00

	SALARIES	BENEFITS	OVERHEAD COST
_____ % Overhead (Not to exceed 25%)	$0.00	$0.00	$0.00

TOTAL PERSONNEL COST: $0.00

B. SUPPLIES (Itemized such as: Trapping poles, office supplies, etc,.)

	Description	Cost	
a.		$0.00	$0.00
b.		$0.00	$0.00
c.		$0.00	$0.00
d.		$0.00	$0.00
		TOTAL SUPPLY COST:	$0.00

TRANSPORTATION

LICENSE #	OWNED BY	MILES	RATE*	
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
			TOTAL TRANSPORTATION COST:	$0.00

*** Mileage rates: County-owned vehicle = $0.585 per mile, or less if the county internal policy uses a lower rate. If funded otherwise, the rate = $0.285 per mile.**

TOTAL INVOICE FOR: Sample County $0.00

COMMENTS:

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.

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

Agreement No. 08-0802
Exhibit B
Attachment 1
Page 1 of 1

Los Angeles

COUNTY DEPARTMENT OF AGRICULTURE

FY 2008-09 Light Brown Apple Moth Work Plan

Piggybacked Trapping

Rev. November 2008

A. PERSONNEL

Detection Trapper(s)	TIME FACTOR	LBAM TRAPS	LBAM SERVICINGS	HOURS
1 55	0.05	4973	26	6465
2		0	0	0

Detection Salaries	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 55	$18.74	6465	$121,154.00
2	$1.00	0	$0.00
		Subtotal:	$121,154.00

Detection Staff Benefits	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 55	48.9300%	$121,154.00	$59,281.00
2	0.0000%	$0.00	$0.00
		Subtotal:	$59,281.00

DETECTION STAFF SUBTOTAL: $180,435.00

1. Non-Detection Staff Classifications	HOURS/ DAY	TOTAL WORK DAYS	HOURS
Staff Assistant III	1.00	52.00	52
	0.00	0.00	0

2. SALARIES - Non-Detection Staff	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Staff Assistant III	$35.52	52	$1,847.00
2	$1.00	0	$0.00
		Subtotal:	$1,847.00

3. BENEFITS - Non-Detection Staff	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Staff Assistant III	48.9300%	$1,847.00	$904.00
2	0.0000%	$0.00	$0.00
		Subtotal:	$904.00

NON-DETECTION STAFF SUBTOTAL: $2,751.00

	SALARIES	BENEFITS	OVERHEAD COST
25 % Overhead (Not to exceed 25%)	$1,847.00	$904.00	$688.00

TOTAL PERSONNEL COST : $183,874.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.,)

	Description	Cost
a.		$0.00
	TOTAL SUPPLY COST:	$0.00

C. VEHICLE OPERATIONS (non-detection related)

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	$0.585	$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

2008-09 LBAM Piggybacked Trapping Total Cost*: $183,874.00

Any variances are due to rounding to the whole dollar.

COMMENTS:

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.