COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

MARK PESTRELLA, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

November 17, 2026

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:

WATER RESOURCES CORE SERVICE AREA
AGREEMENT FOR SERVICES WITH THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to enter into an agreement with the California Department of Fish and Wildlife for the County to provide funding to the California Department of Fish and Wildlife for one full-time equivalent Senior Environmental Scientist to provide regulatory compliance services exclusively to Public Works for a period of up to 5 years at a maximum total cost of $1,490,225.80.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the actions set forth in this Board letter are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and the record.

2. Delegate authority to the Director of Public Works or his designee to execute an agreement with the California Department of Fish and Wildlife to provide one full-time equivalent Senior Environmental Scientist to provide regulatory compliance services for various projects and activities related to Public Works' facilities for a 1-year term with four 1-year renewal options. The total cost of the services under this agreement for all 5 years shall not exceed the aggregate total of $1,490,225.80.

3. Delegate authority to the Director of Public Works or his designee to renew the agreement for the optional years if, in the opinion of the Director of Public Works or his designee, the California Department of Fish and Wildlife has complied with the terms of the agreement during the previous period and the services are still required; to approve and execute amendments to incorporate necessary changes within the Scope of Work; and to suspend or terminate work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is for the California Department of Fish and Wildlife (CDFW) to provide one full-time equivalent Senior Environmental Scientist to work exclusively on environmental compliance for Public Works' projects and activities. The recommended actions will enable CDFW to expedite with the review of permit applications, issuance of permits, and other regulatory activities in accordance with the California Fish and Game Code for Public Works projects and activities.

The agreement provides for expedited permit processing timeframes (up to 40 percent shorter than statutory timeframes) and will improve understanding at CDFW staff level of Public Works projects and activities, provide for consistency between CDFW's California Environmental Quality Act (CEQA) document comments and permit conditions, and provide for more effective CDFW permit compliance measures.

The County has entered into prior agreements for contract services with CDFW, covering the periods from July 2013 to June 2016, July 2016 to June 2021, and July 2022 to present. The current agreement will run out of funds by March 31, 2027, and a new agreement is needed to ensure continuity of services. The agreements have proved successful in helping Public Works achieve its project goals in a timely manner. We recommend entering into a new agreement to enable CDFW to continue providing expedited services for Public Works projects for up to 5 additional years.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iii, Natural Resources, by advancing the County's efforts to protect, manage, and enhance natural resources. Expedited CDFW permit processing will provide responsive, efficient, and higher-quality public services that improve water quality, increase water supply sustainability, and promote water conservation.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The average annual cost is currently $298,045.16. The total cost of the services under the agreement shall not exceed an aggregate total of $1,490,225.80 and will be financed by the Fiscal Year 2026-27 Flood Control District Fund (85 percent) and Public Works Road Fund (15 percent) budgets. Funds for anticipated services will be budgeted in each fiscal year throughout the term of the agreement. If the four 1-year contract renewal options are exercised, financing will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard CDFW Services Agreement, in the form previously approved by County Counsel, will be used (enclosed).

The cost of the agreement includes the Senior Environmental Scientist's salary and benefits, operating expenses, and CDFW's overhead. The average annual cost is currently estimated to be $298,045.16. The costs are based on standard CDFW salaries and standard rates the State sets for other expenses and overhead.

The term of the agreement will be for a period of 1 year upon the California Department of General Services' approval. The agreement will have four 1-year contract renewal options to be exercised at the discretion of the Director of Public Works or his designee within the not-to-exceed amount listed above. Increases in salary will be based on standard CDFW salaries that are set by collective bargaining. Increases in operating expenses, including vehicle expenses, shall not exceed the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' All Urban Consumers Price Index for the Los Angeles, Riverside, Orange County Area for the 12-month period preceding the agreement anniversary date. The not-to-exceed agreement amount of $1,490,225.80 includes a contingency for anticipated increases in salary, benefits, overhead, and the Consumer Price Index.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action, to enter into a services agreement with CDFW, is an administrative activity of government, which will not result in direct or indirect changes to the environment and would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended services agreement. This agreement will enable CDFW to continue providing the current level of environmental compliance services for Public Works projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Engineering Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director of Public Works

MP:SEK:lt
P:\WRD\DIVISION SUPPORT\BLS\2026 CDFW BL\CDFW AGREEMENT (DRAFT BOARD LETTER).DOCX

Enclosure

c: Chief Executive Office (Christine Frias, Cynthia Zapata)
County Counsel
Executive Office, Board of Supervisors

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
R2650001	

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

CONTRACTING AGENCY NAME
California Department of Fish and Wildlife (CDFW)

CONTRACTOR NAME
County of Los Angeles (Los Angeles County Public Works)

2. The term of this Agreement is:

START DATE
April 1, 2027

THROUGH END DATE
June 30, 2031

3. The maximum amount of this Agreement is:
$1,490,225.80 | One Million Four Hundred Ninety Thousand Two Hundred Twenty-Five Dollars and Eighty 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.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	9
	Exhibit A Attach 1	Cost Estimate	1
	Exhibit A Attach 2	Timelines	1
+ -	Exhibit B	CDFW General Terms and Conditions 04/2021	9

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Los Angeles (Los Angeles County Public Works)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 1460	Alhambra	CA	91802

PRINTED NAME OF PERSON SIGNING	TITLE
Sterling Klippel	Assistant Deputy Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Fish and Wildlife

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O. Box 944209	Sacramento	CA	94244

PRINTED NAME OF PERSON SIGNING	TITLE
Melinda McKenna	Assistant Deputy Director, BMB

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Signed by: Melinda McKenna E14CABFACC5B490...	8/13/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Public Resources Code 21089

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

EXHIBIT A-SCOPE OF WORK

I. BACKGROUND

County of Los Angeles, (Los Angeles County Public Works) here in after known as (Public Works), in the fulfillment of its obligations, makes applications to, or requests for permits, agreements, consultations, or other actions, needs, or services from California Department of Fish and Wildlife (CDFW); and

CDFW is a trustee agency for fish and wildlife resources in the state of California, and has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species and shall consult with lead and responsible agencies and provide the requisite biological expertise to review and comment upon environmental documents and impacts arising from project activities in accordance with Section 1802 of the Fish and Game Code; and

CDFW's jurisdiction includes lake and streambed resources throughout the state pursuant to Fish and Game Code 1600 et seq. and species listed under the CESA pursuant to Fish and Game Code section 2050 et seq.; and

Public Works believes it is in its best interest to provide funds to CDFW pursuant to this contract to streamline and expedite CDFW review under Fish and Game Code sections 1600, et seq., 2050, et seq., 2800 et seq., and Public Resources Code sections 21000, et seq. (CEQA) for Public Works-designated priority projects, as more fully described in this Contract; and

Without this AGREEMENT, CDFW cannot dedicate staff solely to the applications or requests of Public Works and may not be able to provide processing in the timeframes Public Works finds necessary to keep to its project schedules and budgets; and

It is understood and acknowledged by all Parties that CDFW's review of Public Works permit applications, notifications, CEQA documents, and other submittals for Public Works-designated priority projects will be completely impartial, in accordance with all applicable state laws and regulations, and under CDFW's sole discretion pursuant to its review authority; and

This Contract is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development though close coordination during early planning and development stages; (3) provide sufficient information to CDFW for timely analysis of project effects and to assist Public Works in developing appropriate mitigation measures; (4) maximize the effective use of limited CDFW personnel resources by focusing attention on projects that would most affect biological resources; (5) provide a mechanism for expediting project coordination when necessary; (6) provide consistent and reliable review and consultation by CDFW for projects located throughout Public Works' service area; and (7) provide procedures for resolving disputes in this resource partnering effort.

II. TERM OF AGREEMENT

A. The term of this Agreement shall commence upon April 1, 2027, or upon contract approval, whichever is later, and shall be in effect through and including June 30, 2027. Upon mutual agreement, the parties may extend the term of this Agreement annually for one year, not to exceed four (4) years from June 30, 2027, or until

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

terminated earlier by either party in accordance with Section VI.

B. The renewal options will be subject to mutual agreement between CDFW and Public Works. Continuance of this Agreement is subject to: (i) CDFW providing Public Works with a cost estimate; (ii) written annual renewal by Public Works and CDFW accepting the agreed upon cost estimate in accordance with the provisions of Section VII; and (iii) the ability of both parties to terminate this Agreement pursuant to Section VI.

III. OPERATING PRINCIPLES

The following principles will apply to the work conducted under this Contract:

A. Parties agree that there is no intent to limit, influence or otherwise control CDFW's discretion in fulfilling its legal duties and obligations under CEQA or Fish and Game code, or any other applicable laws and regulations.

B. CDFW and Public Works will make their best efforts to ensure mutual open and regular communication including, at a minimum, semi-annual meetings with CDFW Regional Manager, Environmental Program Manager, and Public Works Managers, or their Director.

C. CDFW shall provide the equivalent of one full-time staff person with the classification of Senior Environmental Scientist (Specialist), or equivalent, (herein after "DEDICATED STAFF"), who shall be fully qualified to provide technical assistance, expeditiously review documents, and process applications submitted by Public Works.

D. The DEDICATED STAFF will make a good faith effort to provide expedited review and processing of Public Works documents to meet Public Works project schedules and priorities.

E. To minimize delays to Public Works' projects, CDFW will ensure Public Works is informed of CDFW's issues, based on current available project-related information, as it relates to Public Works' CEQA documents, Lake and Streambed Alteration (LSA) Agreements, and CESA Incidental Take Permits/Consistency Determinations to enable Public Works' to make informed decisions as they finalize projects. CDFW will strive for consistency in its review and comments under this Agreement on CEQA documents and the terms and conditions CDFW proposes and imposes in the permits and authorizations it issues to Public Works. Public Works will provide CDFW all available project-related information in a timely manner; include CDFW DEDICATED STAFF in project-related meetings for collaboration and information sharing; and alert Public Works' decision-makers of CDFW issues and comments on the available project-related information. However, it is understood the LSA Agreement-specific or CESA-specific comments will be addressed in the LSA and CESA coordination processes with Public Works. For projects where DEDICATED STAFF has reviewed or was given the opportunity to review and comment on the project's draft CEQA document and all project-related information, and said document is subsequently finalized and certified/approved in compliance with CEQA, and the project has no substantial change, change in circumstances, or new information associated with the project, and subsequent CDFW permits or authorizations impose terms and conditions that require Public Works to prepare additional CEQA documentation, CDFW shall, within 30 days of receipt of Public Works' written request, provide Public Works an explanation in writing of why such terms and conditions were

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

not identified in CDFW's review of the original CEQA document, and what measures CDFW will undertake to prevent a reoccurrence of the situation.

F. Both parties will engage in joint analysis of potential and realized problems to determine their nature and cause in order to develop appropriate solutions. If a solution cannot be agreed upon at the staff level, issues will be presented to DEDICATED STAFF's supervisor and, if necessary, their Management for direction on resolution.

G. Public Works and CDFW will meet monthly and/or as needed to provide an order of priority for the work to be completed by the DEDICATED STAFF under this Agreement and will provide written notification to CDFW of changes in priorities.

H. CDFW will perform the work, taking into consideration the priority identified by the Public Works' Contract Manager, identified in Section XIX or his/her designee.

I. The DEDICATED STAFF will make a good faith effort to participate in public meetings if requested by Public Works and as deemed appropriate by CDFW supervisory staff, consistent with CDFW priorities and schedules. The CDFW will make a good faith effort to participate in public hearings and other meetings scheduled outside of normal business hours (Monday through Friday, 8 a.m. to 5 p.m., subject to State holidays). CDFW staff will only represent CDFW's views and responsibilities.

J. The DEDICATED STAFF will make a good faith effort to be available for consultation and coordination on critical and unplanned maintenance needs outside of normal business hours (Monday through Friday, 8 a.m. to 5 p.m., subject to State furlough policies and State holidays) in order for Public Works to maintain consistent and reliable service to member agencies and customers.

K. CDFW shall track, on a project-by-project basis, the labor and materials expenditures and services provided under this Agreement. To measure the overall performance of the DEDICATED STAFF, tracking shall include significant project dates such as receipt of documents, project timetable, requests for additional application information, project deliverables, and successful project completion. The CDFW and Public Works shall review this information and the performance of the DEDICATED STAFF on a quarterly basis. If Public Works, at its sole discretion, finds that DEDICATED STAFF's performance is not meeting the conditions of the Agreement, Public Works may terminate the Agreement as described in Section VI, or if Public Works and CDFW find and mutually agree that DEDICATED STAFF's performance is not meeting the conditions of this Agreement, Public Works may submit a written request to CDFW for a change in the DEDICATED STAFF and CDFW shall endeavor to accommodate Public Works request.

L. The parties agree to cooperate in good faith with one another and take all necessary actions to carry out the purpose of this Agreement.

M. CDFW shall inform Public Works within ten (10) working days of staff changes due to resignation or other departures of staff actively working on Public Works projects; and

N. Public Works reserves the right to prioritize its projects at CDFW. Public Works' prioritization does not relieve CDFW of complying with its statutory timeline requirements under CEQA, CESA and Section 1600 *et seq*. of the California Fish and Game Code.

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

O. CDFW will track time and expenses for work performed under this Contract, including all related items.

IV. SPECIFIC WORK TO BE PERFORMED

CDFW will perform the following work, which shall be for the primary purpose of completing and implementing processes, work, and permit application review related to Public Works projects or requests:

A. General activities pertaining to the permitting of Public Works' projects. Review applications for new or revised LSA Agreements and as provided for under California Fish and Game Code Section 1600 et seq., review applications for permits under CESA, review and comment on documents prepared for projects under CEQA, and/or other submittals made by Public Works under this Agreement.

B. Preparation of LSA Agreements and CESA permits and associated CEQA documents.

C. Review and development of project plans or descriptions or other documents that are requirements of or submitted in support of LSA Agreements, CESA permits, and related CEQA documents. CDFW shall perform its reviews and transmit its comments or approvals of the submittals within the timeframes specified in *Exhibit A, Attachment 2 - Timelines*. CDFW shall work in good faith to ensure that none of its requests for additional information on a submittal includes information that Public Works already provided to CDFW.

D. Meetings with Public Works staff and its consultants to review, discuss, or advise on the phasing, staging or scheduling of Public Works' projects, maintenance activities, mitigation requirements, environmental documents, or other activities that may involve CDFW or results from any permit or action from CDFW.

E. Field trips to review proposed projects or work or to review and/or assess projects or work in progress related to CDFW jurisdiction.

V. METHOD OF PAYMENT

Pursuant to Section VII, Public Works will make the payments by wire transfer or check made payable to the California Department of Fish and Wildlife at the following address:

California Department of Fish and Wildlife
Accounting Services Branch
PO Box 944209
Sacramento, CA 94244-2090

VI. TERMINATION

A. The Parties each will have the right to terminate this Contract, without cause, by giving not less than thirty (30) days written notice of termination.

B. In the event of termination, Public Works will reimburse CDFW's costs for services performed and reimbursable expenses incurred up to and including the date of

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

termination. CDFW will return to Public Works the balance of any deposited but unspent funds.

C. Public Works' only obligation in the event of termination will be payment of fees and expenses incurred **in conformity with this Agreement** up to and including the effective date of termination.

D. In the event of termination, CDFW shall deliver to Public Works within sixty (60) days of CDFW's receipt of Public Works' termination notice copies of all documents pertaining to CDFW's work performed under this Agreement including, but not limited to: reports and records.

VII. COST REIMBURSEMENT

Public Works agrees to pay annual cost for the services provided in accordance with the Budget as itemized in *Attachment 1 – Cost Estimate*, for the full-time employment of a CDFW Senior Environmental Scientist (Specialist).

A. The total amount of this Agreement for the 2026-27 State fiscal year will not exceed $270,968.00. Public Works agrees to make annual payments to CDFW for the services it provided in accordance with the Budget as itemized in *Attachment 1 - Cost Estimate*.

1. CDFW shall pay its employees salary, benefits, reasonable travel expenses, and per diem allowances incurred during the performance of work under this Agreement at rates not to exceed those amounts that are paid to the equivalent CDFW employee under collective bargaining agreements currently in effect.

2. CDFW shall provide appropriate and necessary training to its employees for the purpose of being able to perform the work required under this contract. Public Works' annual payment to CDFW, as reflected in *Attachment 1 – Cost Estimate*, shall include training and associated travel expenses. CDFW will make a good faith effort to maintain progress on work already underway and meet the timeframes specified in *Exhibit A, Attachment 2 - Timelines*. For any non-mandatory training, CDFW shall obtain Public Works' Contract Manager's approval in advance. Training hours may exceed the annual cap when approved by Public Works' Contract Manager in advance, but the cost shall remain within the Budget set forth in *Attachment 1 – Cost Estimate*. Any staff training hours will be listed on CDFW's technical staff's quarterly accounting report to Public Works.

3. CDFW requires staff to participate in regularly scheduled meetings with their supervisor, team, program, and region. These meetings encourage professionalism, provide for statewide consistency, and provide guidance on new regulations, policies, and guidance. Staff hours associated with required CDFW meetings is included in the cost of this Agreement.

B. Funding to CDFW for subsequent years will be contingent upon Public Works' approval of CDFWs proposed annual budget and Public Works' ability to provide the required level of funding to CDFW. Public Works may approve an increase in the costs stated

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

above. Increases in salaries, wages and benefits shall be consistent with the State's pay grade and benefits for an environmental scientist(s). Increases in operating expenses, including vehicle expenses, shall not exceed the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the twelve (12)-month period preceding the Agreement anniversary date. The percentage change in the rate of compensation shall equal twelve (12) times the average monthly change in the CPI over the first twelve (12) months of the Agreement term preceding the effective date.

C. In order to recover full costs, CFDW has approval to adjust the Indirect Cost Rate (ICRP) or overhead, without need for an amendment, in accordance with the latest ICRP approved by the Department of Finance and the U.S. Department of the Interior. Increases or decreases to the ICRP must not increase or decrease the total contract amount allocated per fiscal year.

    1. Public Works understands and acknowledges that DEDICATED STAFF will accrue vacation, sick leave, and other forms of leave and that the DEDICATED STAFF will receive the benefit of State holidays and be required to adhere to State furlough policies. The DEDICATED STAFF shall make a good faith effort to coordinate leave in such a manner as to minimize any impacts on the review and processing of Public Work's priority requests to the extent practicable. However, for any such leave taken by the DEDICATED STAFF for more than eighty (80) hours during any given month, CDFW shall provide an equivalent substitute staffer to continue work on Public Works' projects.

    2. As reflected (Vehicle Ops) in *Attachment 1 – Cost Estimate*, Public Works will pay CDFW for the costs associated with providing a vehicle necessary to perform the services rendered under this Agreement, for actual time used. CDFW will make sure this vehicle is of a type and condition acceptable to the State's Department of General Services – Office of Fleet Administration and is capable of dirt road and off-road conditions and of transporting more than one (1) person and necessary equipment. CDFW will assume all liability associated with CDFW's provision, maintenance, and operation of the vehicle.

D. Annual costs for each subsequent year shall be determined by both parties within sixty (60) days of the anniversary date of the Agreement. This Agreement shall not terminate if the parties have mutually expressed an interest in continuing the Agreement even though CDFW may not have provided Public Works with a proposed annual budget prior to the Agreement's anniversary date. In that event, Public Works shall review and approve, if mutually agreed, the proposed annual budget with CDFW within sixty (60) days of receipt of the proposed annual budget.

E. Upon the approval of a mutually agreed upon annual budget, CDFW staff shall invoice Public Works for the full amount of the annual budget and Public Works shall deposit the full sum of the mutually agreed upon annual budget with CDFW within 45 days of the invoice. Every 3 months, in arrears, CDFW accounting staff shall furnish Public Works with a detailed accounting of the expenditures for the work performed under this Agreement during the preceding 3 months, according to the Budget as itemized in *Attachment 1 – Cost Estimate* or the mutually agreed upon budget for subsequent fiscal years, as applicable. Additionally, CDFW's technical staff shall provide a quarterly report which lists Public Works' projects supported each quarter, the corresponding Public

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

Works contact name, a list of the work performed, and a detailed accounting report of the number of hours and all other expenditures spent on each project. Public Works has the option to request additional information concerning the work performed. CDFW shall refund any unexpended balance to Public Works no later than one hundred twenty (120) days after the conclusion of the fiscal year or, at Public Works sole discretion, carry the unexpended balance forward and apply it to the following year's annual budget.

F. CDFW shall make refund payments that are due to Public Works under Section VI (B) no later than one hundred twenty (120) days after CDFW's or Public Works' receipt of written notice of termination.

VIII. GOVERNING LAW AND COMPLIANCE WITH LAWS

The Parties agree that the law governing this Contract will be that of the State of California. The Parties will comply with all applicable laws and regulations.

IX. CONFIDENTIAL INFORMATION

If the parties exchange confidential information pursuant to this Agreement, it shall be labeled "confidential." Both parties agree to protect any confidential information from disclosure to the extent allowed by law, including the California Public Records Act.

Generally, information given to CDFW by Public Works pursuant to this Contract will be public information and included in any administrative record prepared in the event of litigation on the Projects. If Public Works provides CDFW with data, documents, or other information that it claims is confidential, such material must be so marked. In the event that a request is made for the release of that material or CDFW intends to release such material (e.g., in an administrative record), CDFW will notify Public Works at least five (5) business days prior to its release. Should CDFW decide it is legally obligated to release material that Public Works has marked "confidential," Public Works may take whatever action it deems appropriate to protect the confidentiality of that information.

X. OWNERSHIP OF MATERIALS

All reports, documents, or other materials developed or discovered by CDFW or any other person engaged directly or indirectly by CDFW will be and remain the property of CDFW without restriction or limitation upon their use. Notwithstanding the above, all non-privileged and non-confidential reports, documents, or other materials developed or discovered by CDFW pursuant to this Contract will be made available for inspection, audit at any time during regular business hours or use by Public Works, upon written request by a designated representative of Public Works.

XI. WAIVER

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

The Parties agree that waiver by either Party of any breach or violation of any term or condition of this Contract will not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance of the performance of any work or services by either Party will not be deemed to be a waiver of any term or condition of this Contract.

XII. BOOKS AND RECORDS

CDFW shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement. Public Works shall have the right to access, inspect, and copy all records or documents in CDFW's possession pursuant to this Agreement upon reasonable notice.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by a designated representative of Public Works. Copies of such documents shall be provided to Public Works for inspection at Public Works' offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CDFW's address indicated for receipt of notices in this Agreement.

Where Public Works has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of CDFW's business, Public Works may, by written request, require that custody of the records be given to Public Works and that the records and documents be maintained at Public Works' offices. Consistent with the Public Records Act, access to such records and documents shall be granted to any party authorized by the CDFW, CDFW's representatives, or CDFW's successor-in-interest.

XIII. INDEMNITY

Neither party is indemnifying the other party pursuant to this Agreement.

XIV. CONFLICT OF INTEREST

Both parties shall avoid all conflicts of interest or appearance of conflict of interest in the performance of this Agreement.

XV. SEVERABILITY

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

XVI. JURISDICTION AND VENUE

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

XVII. ENTIRE AGREEMENT

This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

XVIII. JOINT DRAFTING

Both parties have participated in the drafting of this Agreement.

XIX. NOTICE

All notices and other communications required or permitted to be given under this Contract will be in writing and will be emailed, personally served, or mailed, postage prepaid and return-receipt requested, and addressed to the Contract Managers as follows:

To: Los Angeles County Public Works	To: California Department of Fish and Wildlife
Attention: Mr. Sterling Klippel	R5 - South Coast Region
P.O. Box 1460	Attention Ms. Victoria Tang, EPM I
Alhambra, CA 91802-1460	3030 Old Ranch Parkway, Suite 400
Telephone: (626) 458-6100	Seal Beach, CA 90740
Email: sklippel@dpw.lacounty.gov	Telephone: (562) 233-6324
	Email: victoria.tang@wildlife.ca.gov

The Contract Manager for either Party may be changed at any time by providing a ten (10) day advance written notice to the other Party.

Notice will be deemed effective on the date personally delivered or, if mailed, three (3) days after payment in the mail.

XX. PRIOR CONTRACTS AND AMENDMENTS

This Contract, including all exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment duly executed by the Parties to this Contract.

Notwithstanding the foregoing, the Parties may from time to time enter into separate Contracts regarding the specific means by which their respective obligations will be carried out hereunder.

XXI. NONDISCRIMINATION

CDFW and Public Works shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, sexual orientation, or national origin in connection with or related to the performance of this Agreement.

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

Exhibit A, Attachment 1- Cost Estimate

R2650001 - Los Angeles County Public Works Projects

FISCAL YEAR	April 1, 2027 - June 30, 2027	July 1, 2027 - June 30, 2028	July 1, 2028 - June 30, 2029	July 1, 2029 - June 30, 2030	July 1, 2030 - June 30, 2031
Salaries and Wages					
1 Senior Environmental Scientist (SES)	Projected $128,784.00	Projected $135,223.20	Projected $141,984.36	Projected $149,083.58	Projected $156,537.76
Benefits for SES	Projected @ 60% $77,270.40	Projected @ 60% $81,133.92	Projected @ 60% $85,190.62	Projected @ 60% $89,450.15	Projected @ 60% $93,922.66
TOTAL PERSONNEL SERVICES	$206,054.40	$216,357.12	$227,174.98	$238,533.73	$250,460.42
Operating Expenses*					
Printing and Postage	$50.00	$50.00	$50.00	$50.00	$50.00
Supplies	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Travel and Training	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Rent	$7,702.34	$7,702.34	$7,702.34	$7,702.34	$7,702.34
Data/Utilities	$1,647.66	$1,647.66	$1,647.66	$1,647.66	$1,647.66
Vehicle Ops	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
TOTAL OPERATING EXPENSES	$13,400.00	$13,400.00	$13,400.00	$13,400.00	$13,400.00
SUBTOTAL	$219,454.40	$229,757.12	$240,574.98	$251,933.73	$263,860.42
Overhead	Projected rate @ 25% $51,513.60	Projected rate @ 25% $54,089.28	Projected rate @ 25% $56,793.74	Projected rate @ 25% $59,633.43	Projected rate @ 25% $62,615.10
ANNUAL TOTAL	$270,968.00	$283,846.40	$297,368.72	$311,567.16	$326,475.52
			Total	**Agreement**	**$1,490,225.80**

* Fund allocations from a subcategory of an operating expense may be used for other operating expenses as long as it does not exceed the Total Operating Expense allocated per fiscal year.

In order to recover full costs, CDFW has approval to adjust the Indirect Cost Rate (ICRP) or overhead rate and Staff Benefits Rate, without need for an amendment, in accordance with the latest ICRP and Staff Benefit Rate approved by the Department of Finance and the U.S. Department of the Interior. Increases or decreases to the ICRP or Staff Benefit Rate must not increase or decrease the total contract amount allocated per fiscal year.

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

CDFW's Processing and Review Time Frames for Los Angeles County Public Works Projects

ACTIVITY	PROCESSING TIME ALLOWED BY LAW AND/OR STANDARD PROCESSING TIMES	CONTRACT PROCESSING TARGET†
CESA PERMITTING		
CDFW as Responsible Agency		
Application Review	30 days	30 days
Permit Issuance – Routine	90 days	54 days
Permit Issuance – Complex	150 days	90 days
Permit Issuance – CEQA Pending	90 days from Lead Agency Approval	54 days from Lead Agency approval
Review of Submittals Required by Permit	30-60 days	18-45 days‡
-		
LSAA AGREEMENT PROCESSING		
Notification Review	30 days	18 days; but 30 days if complex
Draft Agreement - Routine	60 days	36 days
Draft Agreement - Complex	60 days or longer	45 days
Meet and Confer (if requested)	14 days	9 days
Arbitration (if requested)	28 days	17 days
Review of Submittals Required by Final Agreement	30-60 days	18-45 days ‡
CDFW as Responsible Agency		
Document Review and CEQA Findings	30 days	18 days

Notes:
† Maximum targeted timeframe.

‡ Timeframe specified in permit/LSAA for a submittal may be shorter, depending on the nature of the submittal and construction schedule.

Acronyms:

CEQA California Environmental Quality Act
CESA California Endangered Species Act
CDFW California Department of Fish and Wildlife
LSAA Lake/Streambed Alteration Agreement

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

CDFW GTC 04/2021

EXHIBIT B

GENERAL TERMS AND CONDITIONS

DEFINITIONS

Reimbursing entity: State: This is a reimbursement contract. Under this Contract, the California Department of Fish and Wildlife (CDFW) is accepting funds. CDFW is not acquiring goods or services under this Contract therefore it is not a payable contract. For the purposes of this Contract, "Contractor" in the attached "General Terms and Conditions" (Form GTC 04/2021) and Contractor Certification Clauses (CCC 04/2021) will mean the entity providing the reimbursement to CDFW.

1. VALIDITY: This Agreement is of no force or effect until signed by both parties.

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, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: The reimbursing entity agrees that the State, including 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. The reimbursing entity 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. The reimbursing entity 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, the reimbursing entity 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 parties may terminate this Agreement upon 30 days written notice. All costs to the State arising under this Agreement shall be deducted from any

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

sum due the reimbursing entity under this Agreement and the balance, if any, shall be paid to the reimbursing entity 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 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017 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.

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

~~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 Agreement 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 reimbursing entity acknowledges in accordance with Public Contract Code 7110, that:

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

a. The reimbursing entity 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 reimbursing entity, 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).)~~

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

CDFW CCC 04/2021

DEFINITIONS Reimbursing entity: State:	This is a reimbursement contract. Under this Contract, the California Department of Fish and Wildlife (CDFW) is accepting funds. CDFW is not acquiring goods or services under this Contract therefore it is not a payable contract. For the purposes of this Contract, "Contractor" in the attached "General Terms and Conditions" (Form GTC 04/2021) and Contractor Certification Clauses (CCC 04/2021) will mean the entity providing the reimbursement to CDFW.

CERTIFICATION

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

~~*Contractor/Bidder*~~ *Firm Name (Printed)*	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

~~CONTRACTOR CERTIFICATION CLAUSES~~

California Taxpayer and Shareholder Protection Act of 2003 **Certification (Pub. Cont. Code 10286 – 10286.1)**

~~1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (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:~~

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

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: The reimbursing entity 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:

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

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 of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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):

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

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.

Docusign Envelope ID: FF6B3C20-0CCD-8E47-8069-440E618E50E7

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.~~