

AGREEMENT NUMBER 10-0279
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 TULARE

2. The term of this Agreement is: July 1, 2010 through June 30, 2011

3. The maximum amount of this Agreement is: \$154,217.00
 One Hundred Fifty-four Thousand Two Hundred Seventeen 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 Attachment 1	1 Page(s) 5 Page(s)
Exhibit B – Budget Detail and Payment Provision Attachment 1	1 Page(s) 2 Page(s)
Exhibit C – General Terms and Conditions - GTC 610	4 Pages
Exhibit D-Special Terms and Conditions	1 Page(s)
Exhibit E-Additional Provisions	1 Page(s)

5. Name of Program: Exotic Pest Detection

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF TULARE		
BY (Authorized Signature)	DATE SIGNED)	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
4437 S. Laspina Street, Suite A Tulare, CA 93274		
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:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in a county.

2. Services shall be performed in and throughout the COUNTY OF TULARE.
3. The contract managers for this agreement:

FOR CDFA -	FOR CONTRACTOR -
Name: Debby Tanouye	Name: Marilyn Kinoshita
Unit: Pest Detection/Emergency Projects	Section/Unit: County Agricultural Commissioner
Address: 1220 N Street, Room 315 Sacramento, CA 95814	Address: 4437 S. Laspina Street, Suite A Tulare, CA 93274
Phone: 916-654-1211	Phone: (559) 685-3323
Fax: 916-654-0555	Fax (559) 685-3335

4. See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.

SCOPE OF WORK (#4)

CONTRACT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture shall:

- A. Provide all traps, trap parts, and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY-Commitment Form (Form 60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide.
- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.
- F. Provide for the disposal of Dibrom treated wicks according to CA-EPA guidelines.

Section 2

The County Agricultural Commissioner shall:

- A. Submit a completed Trapping Hours/Year Worksheet (Form 60-223, 8/26/08) along with the budget display (work plan) for the trapping program by fiscal year. Form 60-223 will be prepared by using the Servicing per Year sheet (Form 66-223A, 8/27/08).
- B. Ensure that all trapping activities conform to the most recent version of CDFA Insect Trapping Guide (ITG). Place and service the specified number of each trap type specified on the FY - Commitment Form.
- C. Ensure that a copy of the ITG shall be kept in each trapper's vehicle for reference.
- D. Ensure that all deployed traps are properly identified with a unique trap number and accurately reflect servicing, baiting and re-baiting dates. The unique trap numbering system will be based upon the six digit California state plane coordinate system as such, six digit state plane grid number, hyphen, quint (aka subgrid) designation, hyphen, two letter trap type and trap number. For example: 032046-N-MF2.

- E. Ensure, for counties that do not have year round programs, that traps are deployed **prior** to the start of the specified trapping season, so that the first servicing of the traps occurs at the start of the trapping season. The traps will be removed at the first servicing after the **conclusion** of the trapping season.
- F. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with Trimedlure, are serviced every fourteen days from July 1 through October 31, and May1 through June 30 for fiscal year 2010-11.
- G. Ensure that McPhail traps are serviced every seven days from July 1 through October 31, and May 1 through June 30 for fiscal year 2010-11.
- H. Ensure that all Champ™ traps, baited with ammonium bicarbonate, in **urban** areas will be placed in or near gardens and serviced every fourteen days from July 1 through June 30 and May 1 through October 31 for fiscal year 2010-11.
- I. Ensure that all ChamP™ traps, baited with ammonium bicarbonate, in **rural** areas will be serviced once each month and relocated at that time from July 1 through October 31, and May1 through June 30 for fiscal year 2010-11.
- J. Ensure that Jackson Oriental fruit fly traps, baited with methyl eugenol, are serviced every fourteen days from July 1 through October 31, and May1 through June 30 for fiscal year 2010-11.
- K. Ensure that all Jackson melon fly traps, baited with cuelure, are serviced every fourteen days from July 1 through October 31, and June 1 through June 30 for fiscal year 2010-11.
- L. Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days from July 1 through August 30, and June 1 through June 30 for fiscal year 2010-11, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).
- M. Send trapping personnel to training provided by state detection entomologists.
- N. Maintain a Daily Trapping Summary (Form 60-210) for each trapper. This form must be available for review by the district entomologist or the CDFA audits office for three years. To facilitate program audits, the Daily Trapping Summary – must be signed by the individual who performed the work indicated on that summary. This applies to hand completed or electronic copies.
- O. Complete a monthly Pest Detection Report Number 1 (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.”

- P. Submit invoices within 30 days after the end of each reporting period. Payment of the monthly invoice is contingent upon receiving the corresponding Report Number 1. Continue to send monthly invoices even if the fiscal year contract funds are depleted.
- Q. Submit the monthly invoice and Report Number 1 to:
- PD/EP
1220 N Street, Room 315
Sacramento, CA 95814
Attn: Joanne Shimada
- R. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- S. Maintain an inventory of known fruit fly host sites. The inventory shall be: organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.
- T. Maintain county wall maps with numbered square-miles grids – according to the California State Plane Coordinate System - depicting the density of all traps deployed.
- U. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines, including any specified county commitment trap lines.
- V. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- W. Counties generating Dibrom treated wicks (i.e., Oriental, melon, peach and guava fruit fly detection traps) shall possess a CAI number issued by the California Environmental Protection Agency.

PEST DETECTION/EMERGENCY PROJECTS

FY 2010 / 2011 COMMITMENT FORM

AGRICULTURAL COMMISSIONER Marilyn Kinoshita	COUNTY Tulare
DETECTION SPECIALIST Art Gilbert	DATE 4/26/2010

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROF	(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	25	/ 0	422	/ 0	447	/ 0
McPHAIL TRAP	MP	0	/ 0	159	/ 0	159	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	159	/ 0	159	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	148	/ 0	148	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	16	/ 0	16	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	331	/ 0	331	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	331	/ 0	331	/ 0
GYPSY MOTH	GM	80		34		114	
JAPANESE BEETLE	JB	80		5		85	
MISCELLANEOUS:							
	European Corn Borer	4		0		4	
	European Pine Shoot Moth	5		0		5	
	Khapra Beetle	110		0		110	
	ACP	0		1350		1350	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

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

County TULARE

**PEST DETECTION/EMERGENCY PROJECTS
 TRAPPING HOURS/YEAR WORKSHEET**

Fiscal Year 2010-11

TRAPPING SEASON

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF												
CP (Garden)												
CP (Rural)												
CP (Rural Res.)												
MP												
OF												
ML												
GM												
JB												

	# of traps	X	serv/year*	=	serv/yr/trap	
MF	422	X	14.0	=	5908	weekly servicings
CP- Garden	159	X	14.0	=	2226	
CP- Rural**	148	X	7.0	=	1036	biweekly servicings
CP- Rural Res.	16	X	14.0	=	224	
MP	159	X	26.0	=	4134	
OF	331	X	14.00	=	4634	monthly servicings
ML	331	X	14.00	=	4634	
GM	114	X	7.0	=	798	
JB	85	X	7.0	=	595	
			Total	=	24,189	

/ 3.60 average traps serviced per hour
 28.80 average traps serviced per day

$$\frac{6719.17 \text{ hours/year}}{\text{hours/year}} \times 1.1 (=10\%) = \frac{7391.09}{\text{Total hours/year}}$$

*Trap placements, relocations, and removals are NOT considered as additional servicings.

**Calculated as biweekly per instructions.

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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

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

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

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

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:

<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:

http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

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

TULARE

rev. 3/28/10

A. PERSONNEL SERVICES

CLASSIFICATIONS

	HOURS/ DAY	WORK DAYS	HOURS
1 Ag & Stds Inspector IV	1	70	70
2 Ag & Stds Inspector III	2	203	406
3 Ag & Stds Inspector Aide (Step 2)	8	483	3864
4 Ag & Stds Inspector Aide (Step 1)	8	401	3208
6	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	0	0	0

1. SALARIES

	HOURLY RATE with out Benefits	HOURS	SALARY
1 Ag & Stds Inspector IV	\$26.207	70	\$1,834
2 Ag & Stds Inspector III	\$25.145	406	\$10,209
3 Ag & Stds Inspector Aide (Step 2)	\$11.521	3864	\$44,517
4 Ag & Stds Inspector Aide (Step 1)	\$10.965	3208	\$35,176
5	\$14.6030	0	\$0
6	\$1.0000	0	\$0
7	\$1.0000	0	\$0
8	\$1.0000	0	\$0
9	\$1.0000	0	\$0

SUBTOTAL: \$91,736.00

2. STAFF BENEFITS AND OVERHEAD

	BENEFIT RATE %	SALARY	BENEFIT COST
1 Ag & Stds Inspector IV	39.0350%	\$1,834	\$716
2 Ag & Stds Inspector III	39.6630%	\$10,209	\$4,049
3 Ag & Stds Inspector Aide (Step 2)	5.7010%	\$44,517	\$2,538
4 Ag & Stds Inspector Aide (Step 1)	5.7010%	\$35,176	\$2,005
5	42.5010%	\$0	\$0
6	0.0000%	\$0	\$0
7	0.0000%	\$0	\$0
8	0.0000%	\$0	\$0
9	0.0000%	\$0	\$0

SUBTOTAL: \$9,308.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$91,736.00	\$9,308.00	\$25,261.00

PERSONNEL SERVICES TOTAL : \$126,305.00

B. SUPPLIES (Trapping poles, office supplies, etc.) \$306.00

C. VEHICLE OPERATION

Subject to change due to federal milage rate change.

NO. OF COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE***	COST	
1	8	1,190	\$0.500	\$4,760.00	
NO. OF STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
6	8	1,670	\$0.285	\$22,846.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00

VEHICLE COST TOTAL: \$27,606.00

*** 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.



Note: Any variances are due to rounding to the whole dollar.

COMMENTS:

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

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

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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

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

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such

other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

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

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

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

3. Agency Liability

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

4. Potential Subcontractors

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

5. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

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

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

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

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