

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: AGRICULTURAL COMMISSIONER Althea G. H. BOARD AGENDA # \*B-4

Urgent  Routine

AGENDA DATE December 18, 2007

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Fiscal Year 2007-2008 Pest Detection Contract with the California Department of Food and Agriculture

STAFF RECOMMENDATIONS:

Approve and authorize the Chairman of the Board of Supervisors to sign the Fiscal Year 2007-2008 Pest Detection with the California Department of Food and Agriculture.

FISCAL IMPACT:

The Fiscal Year 2007-2008 Pest Detection contract amount is \$165,081. This State contract reimburses the Agricultural Commissioner for Pest Detection program activities. Funds have been budgeted in the Agricultural Commissioner's Fiscal Year 2007-2008 Budget to reflect this State contract.

BOARD ACTION AS FOLLOWS:

No. 2007-996

On motion of Supervisor Mayfield, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

Pest Detection

(California Department of Food & Agriculture)

The goal of the Stanislaus County Pest Detection program is to detect insect pests before they can cause infestation or damage to residential and agricultural areas. This program protects California agriculture, the local economy and homeowners' fruit-bearing trees and plants.

In addition to Agricultural Inspectors, employees of Stanislaus County Agricultural Commissioner's Office who primarily work in this program are Agricultural Assistants; also known as "insect trappers" or "trappers". These trappers work in both rural and urban areas of Stanislaus County placing insect traps in trees and plants. Trappers inspect the traps on a regular basis to check to see if any of the insect pests they are looking for have been found. The early detection of insects can help to ensure that an infestation is prevented. Some of the insects which trappers try to detect are: Caribbean Fruit Fly, Mexican Fruit Fly, Olive Fruit Fly, Oriental Fruit Fly, Mediterranean Fruit Fly, Melon Fruit Fly, Guava Fruit Fly, Gypsy Moth, and Japanese Beetle. If an insect of concern is found, the California Department of Food and Agriculture assists the County program by providing additional personnel to help put a more intensive trapping program in place for a specified duration of time. If necessary, the State will also assist in the eradication of an insect when indicated.

The Pest Detection contract with the California Department of Food and Agriculture reimburses the County for personnel, equipment and vehicle expenditures to conduct the program. This program is vital to the protection of local and State agriculture, by preventing the introduction of unwanted and injurious pests. The total contract amount is \$165,081.

**POLICY ISSUE:**

The Board of Supervisors is asked to determine if this contract is consistent with the Board Priority for a Strong Agricultural Economy/Heritage.

**STAFFING IMPACT:**

There are no staffing impacts associated with this item.

*Pest Detection*

AGREEMENT NUMBER <b>07-0654</b>
REGISTRATION NUMBER <b>85700208286293</b>

- 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 STANISLAUS**
- The term of this Agreement is: July 1, 2007 Through June 30, 2008
- The maximum amount of this Agreement is: \$165,081.00  
 One Hundred Sixty-five Thousand Eighty-one Dollars and No Cents
- 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 – Insect Pest Detection Trapping (4 pages)	1 Page(s)	BOARD OF SUPERVISORS 2008 FEB 15 A 10:44
Exhibit B – Budget Detail and Payment Provision	3 Page(s)	
Exhibit C – General Terms and Conditions - GTC 307	3 Pages	
Check mark one item below as Exhibit D: <input checked="" type="checkbox"/> Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) <input type="checkbox"/> Exhibit D*-Special Terms and Conditions	1 Page(s)	

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL  
 BY

5. Name of Program: Pest Detection/Emergency Projects  
*Durdo M. Strath 12/04/07*

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

<b>CONTRACTOR</b>	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF STANISLAUS</b>	
BY (Authorized Signature) <i>William O'Brien</i>	DATE SIGNED <i>12/04/07</i>
PRINTED NAME AND TITLE OF PERSON SIGNING WILLIAM O'BRIEN, CHAIRMAN OF THE BOARD OF SUPERVISORS	
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95358	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME <b>DEPARTMENT OF FOOD AND AGRICULTURE</b>	
BY (Authorized Signature) <i>Janice L. Price</i>	DATE SIGNED <i>1/16/08</i>
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, ACQUISITIONS MANAGER	
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814	

California Department of General Services Use Only

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**APPROVED**

**FEB - 5 2008**

**DEPT OF GENERAL SERVICES**

*Kyates*

Exempt per:

**EXHIBIT A  
(County Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein:

The County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. The insect pest 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.

Services shall be performed in a throughout the County of Stanislaus.

2. The contract managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR CONTRACTOR:</b>
Name: Joan Scheiman	Name: Dennis Gudgel
Section/Unit: Pest Detection/Emergency Projects	Section/Unit: County Agricultural Commissioner 3800 Cornucopia Way, Suite B
Address: 1220 N Street, Room A-330	City/Zip: Modesto, CA 95358
City/Zip: Sacramento, CA 95814	Phone: (209) 525-4730
Phone: (916) 654-1211	FAX: (209) 525-4790
e-mail: jscheiman@cdfa.ca.gov	

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

**SCOPE OF WORK (#1)**

**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, which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG).
- 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. Place and service the minimum number of each trap type specified on the Commitment Form. Trap densities, trapping periods, and servicing schedules shall conform to those specified in the CDFA Insect Trapping Guide under "Definitions" for individual county situations. Ensure that all trapping procedures and protocols adhere to those outlined in the ITG. A copy of the Insect Trapping Guide shall be kept in the trapper's vehicle for reference.
- B. Ensure that all deployed traps are numbered and dated at each servicing, indicating when rebaited. Trapping activities, including seasonal hiring and training (see trapping activities defined under "Definitions" in the ITG) will start on the dates shown below. Traps will be removed on their final servicing prior to the end of the season, but not later than the dates shown below.

- C. Ensure that Medfly and Oriental fruit fly traps are serviced every 14 days: July 1, 2007, to October 31, 2007, and May 1, 2008, to June 30, 2008.

Rural medfly traps will be replaced with a yellow Champ™ trap baited with an all-purpose fruit fly attractant (ammonium bicarbonate). Ensure that these Champ™ traps in rural areas will be serviced once each month and relocated at that time.

- D. Ensure that McPhail traps are serviced every seven days: July 1, 2007, to October 31, 2007, and May 1, 2008, to June 30, 2008.

Per the ITG, McPhail traps should be placed in garden sites with melon fly traps June through October. At all other times, McPhail traps should be placed on properties separate from all other fruit fly traps.

- E. Ensure that melon flytraps are serviced every 14 days: July 1, 2007, to October 31, 2007, and June 1, 2008, to June 30, 2008.

- F. Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days: July 1, 2007, to August 30, 2007, and June 1, 2008, to June 30, 2008, or as determined by the CDFA District Entomologist and noted on the annual Commitment Form (60-221).

The trapping period in portions of mountainous or northern counties may differ from that stated by prior agreement with the California Department of Food and Agriculture and gypsy moth traps located in remote areas may be placed in the spring and recovered in the fall with no interim servicing.

- G. Send trapping personnel to training provided by state detection entomologists.

- H. Make a monthly report to the State on Form 66-035 (Rev. 6/94) (Pest Detection Report Number 1) of all traps deployed and serviced during the month. Report all traps added or removed and the total number of servicings during the month. Do not count trap relocation as "removed" and then "added". A servicing is an inspection of the trap for the presence of the target pest. **THIS REPORT MUST BE SUBMITTED WITH THE MONTHLY INVOICE FOR THE SAME TIME PERIOD.**

- I. Provide one set of trapping records for all traps. This set, in the form of a "trap book," will indicate the exact trap location using a site map and all information regarding servicing, baiting, and relocation of traps.

- J. Maintain county wall maps with numbered square-miles grids, depicting density of all traps deployed.

- K. 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.
- L. 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.
- M. 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.
- N. Maintain on a daily basis a form 60-210 (Daily Trapping Summary) for each trapper. This form must be available review by the district entomologist or CDFA audits office for three years. To facilitate program audits the Daily Trapping Summary – whether completed daily, weekly or monthly - must be signed by the individual who performed the work indicated on that summary. This applies to hand completed or electronic summaries.
- O. Submit a completed form 60-223 (Trapping Hours/Year Worksheet) along with the budget display for each fiscal year trapping program. Form 60-223 will be prepared by using the Standard Trap Servicing per season form.
- P. Counties generating Dibrom treated wicks (Oriental fruit fly and Melon fruit fly detection traps) will possess a CAI number issued by the California Environmental Protection Agency.
- Q. Invoices submitted for months outside of the specifically listed trapping season must be for trapping related activities such as, but not limited to, map up-dating, pre-season training or post-season wrap up.

**PEST DETECTION/EMERGENCY PROJECTS**

**FY 2007 / 2008 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Dennis Gudgel	COUNTY STANISLAUS
DETECTION SPECIALIST Laura Irons	DATE

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
<b>TRAPPING</b>		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	40	/ 0	340	/ 0	380	/ 0
McPHAIL TRAP	MP	0	/ 0	217	/ 0	217	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	81	/ 0	81	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	215	/ 0	215	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	210	/ 0	210	/ 0
GYPSY MOTH	GM	0		200		200	
JAPANESE BEETLE	JB	0		199		199	
MISCELLANEOUS:							
	Apple Maggot	0		0		0	
	Boll Weevil	0		0		0	
	European Corn Borer	8		0		8	
	European Pine Shoot Moth	0		0		0	
	Khapra Beetle	0		250		250	
	Scientific Evaluation - citrus	0		0		0	
	Scientific Evaluation - grapes	0		0		0	
	Citrus Leaf Miner	0		0		0	
	Vine Mealy Bug	0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:



**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. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

**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 30<sup>th</sup> 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](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>

**STANISLAUS COUNTY DEPARTMENT OF AGRICULTURE**  
**PEST DETECTION TRAPPING BUDGET**  
 FY 2007-08

**A. PERSONNEL**

CLASSIFICATIONS	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Deputy Agricultural Commissioner	2	10	20
2 Agricultural Inspector	2.7	128	346
3 Lead Agricultural Assistant II	0.75	128	96
4 Account Clerk	1.75	14	25
5 Agricultural Assistants	44	128	5,632
6 Agricultural Assistant II	5	148	740
7	0	0	0
8	0	0	0
9	0	0	0

**1. SALARIES**

	HOURLY RATE with out Benefits	HOURS	SALARY
1 Deputy Agricultural Commissioner	\$28.96	20	\$579.00
2 Agricultural Inspector	\$28.96	346	\$10,020.00
3 Lead Agricultural Assistant II	\$18.66	96	\$1,791.00
4 Account Clerk	\$21.41	25	\$535.00
5 Agricultural Assistants	\$13.98	5632	\$78,735.00
6 Agricultural Assistant II	\$15.35	740	\$11,359.00
7	\$1.00	0	\$0.00
8	\$1.00	0	\$0.00
9	\$1.00	0	\$0.00

**SUBTOTAL: \$103,019.00**

**2. STAFF BENEFITS AND OVERHEAD**

	BENEFIT RATE %	SALARY	BENEFIT COST
1 Deputy Agricultural Commissioner	49.8600%	\$579.00	\$289.00
2 Agricultural Inspector	49.8600%	\$10,020.00	\$4,996.00
3 Lead Agricultural Assistant II	55.1900%	\$1,791.00	\$988.00
4 Account Clerk	29.2300%	\$535.00	\$156.00
5 Agricultural Assistants	6.6200%	\$78,735.00	\$5,212.00
6 Agricultural Assistant II	6.3700%	\$11,359.00	\$724.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00

**SUBTOTAL: \$12,365.00**

**25 % Overhead (Not to exceed 25%)**

SALARIES	BENEFITS	OVERHEAD COST
\$103,019.00	\$12,365.00	\$28,846.00

**PERSONNEL COST TOTAL : \$144,230.00**

B. SUPPLIES (Trapping poles, office supplies, etc.)  
 (\$1400 for communication included above)

\$4,959.00

C. VEHICLE OPERATION

COUNTY VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
		6	1250	\$0.485	\$3,638.00
STATE VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
		6	7166	\$0.285	\$12,254.00
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:					\$15,892.00

\* 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.

GRAND TOTAL PROGRAM COST\*: \$165,081.00

(COUNTY COMMITMENT TO BE SHOWN ON MONTHLY INVOICE)

TOTAL CONTRACT AMOUNT (per CDFA): \$165,081.00

\*Any variances are due to rounding to the whole dollar.

COMMENTS:



EXHIBIT C  
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D  
(County Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Excise Tax**

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

2. **Settlement of Disputes**

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

3. **Agency Liability**

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

4. **Potential Subcontractors**

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

5. **Right To Terminate**

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

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