

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

DEPT: AGRICULTURAL COMMISSIONER *[Signature]*

BOARD AGENDA # \*B-1

Urgent  Routine

AGENDA DATE November 4, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Weed Management Area Contract with the California Department of Food and Agriculture for Fiscal Years 2008/2009 and 2009/2010

STAFF RECOMMENDATIONS:

1. Approve and authorize the Chairman of the Board of Supervisors to sign the Weed Management Area contract with the California Department of Food and Agriculture for Fiscal Years 2008/2009 and 2009/2010.
2. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$16,758 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The Weed Management Area contract covers Fiscal Years 2008/2009 and 2009/2010, for a total contract amount of \$16,758. However, the full contract reimbursement is expected in Fiscal Year 2008/2009 only. The State reimbursement covers the costs associated with the Weed Management Area program. Since funds have not been budgeted for in the Agricultural Commissioner's Fiscal Year 2008/2009 Budget, an increase and revenue and appropriations is requested to reflect this State contract.

BOARD ACTION AS FOLLOWS:

No. 2008-750

On motion of Supervisor Grover, Seconded by Supervisor Monteith  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

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:**

Locally, invasive weeds such as the Capeweed, cause damage to valuable plants, crops and livestock. Noxious weeds, which extract nutrients and water from their surrounding environment, grow rapidly and spoil adjacent areas when left uncontrolled. Newly introduced invasive noxious weeds are destructive to agriculture should they become established.

The Stanislaus County Agricultural Commissioner's Office is working cooperatively with San Joaquin and Merced counties, along with other private and governmental agencies through the Northern San Joaquin Valley Weed Management Area. The group has developed an Integrated Weed Management Plan for contracting with the California Department of Food and Agriculture (CDFA) to implement a work plan for the control of noxious and invasive weeds. Stanislaus County's portion of the plan is reflected in this contract. Monies expended for weed control under this contract cover Stanislaus County only.

The current contract is the first Weed Management Area agreement since Fiscal Year 2001/2002. In Fiscal Years 2000/2001 and 2001/2002, Stanislaus County contracted with the California Department of Food and Agriculture for a Weed Management Area contract focusing on the invasive weed Yellow Star Thistle.

This agreement with the California Department of Food and Agriculture details seven project tasks; the first is coordinating with various agencies and experts to determine the best method or methods to eradicate and control Capeweed infestations in Stanislaus County. The second is surveying the 4,418 acres of private land known to have been infested with Capeweed. The third task involves meeting with the landowners to discuss the best methods for eradicating and controlling Capeweed. Fourth, is conducting a trace-forward survey to determine the potential of further infestations. Another task involves the resurveying of the infested areas to assess the effectiveness of the control methods. Working with growers, cultural practices will be reviewed to reduce the risk of re-infestation or introduction of Capeweed to non-infested areas; this represents the sixth task. The final project task is to cover the costs of developing and printing a one-page pocket fact sheet in both English and Spanish on indentifying and controlling Capeweed in the field. Because of the specific seasonality of the Capeweed life cycle, all contract work, except for final project reporting, is anticipated to be complete by June 30, 2009.

Contract reimbursement for these activities is \$16,758 for the current Fiscal Year 2008/2009 with reporting requirements but no funding scheduled for Fiscal Year 2009/2010. The final report on the project tasks is due to CDFA by February 15, 2010. It is requested that the Agricultural Commissioner's revenue and appropriations for Fiscal Year 2008/2009 be adjusted to reflect this new state contract.

The Weed Management Area program has the potential to play an important part in the protection of valuable agricultural and recreational land in Stanislaus County. It is anticipated that funding for the program will be available for future years.

**POLICY ISSUE:**

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

**STAFFING IMPACT:**

There are no staffing impacts associated with this item.

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name	AG SDA	BO#
Journal Name		
Journal description		
Period	2008/2009	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	0100	0010100	23192			.0			16,758.00	St-Aid for Ag-organic	
2	0100	0010100	50000			.0	12,834.00			Salaries and wages	
3	0100	0010100	60000			.0	3,924.00			Agricultural supplies	
4						.0					
5						.0					
6						.0					
7						.0					
8						.0					
9						.0					
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11						.0					
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17						.0					
18						.0					
19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
<b>Totals</b>							16,758.00	16,758.00			

Explanation: Increase revenue & appropriations in accordance with Capeweed Survey and Eradication agreement with Calif. Dept of Food & Agriculture

<b>Requesting Department</b>		<b>CEO</b>		<b>Auditors Office Only</b>	
Signature		Signature		Admin Approval (\$75K+)	
10-20-08		10 12 71 08		10-23-08	
Date		Date		Date	

Contact Person & Phone Number

AGREEMENT NUMBER <b>08-0479</b>
REGISTRATION NUMBER <b>85701108344397</b>

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 STANISLAUS**
2. The term of this Agreement is: January 1, 2009 Through December 31, 2009
3. The maximum amount of this Agreement is: \$16,758.00  
 Sixteen Thousand Seven Hundred Fifty Eight 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 Attachments 1 Page(s)  
 5 Page(s)

Exhibit B – Budget Detail and Payment Provision Attachments 1 Page(s)  
 1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307 3 Pages

Check mark one item below as Exhibit D:

- Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement)
- Exhibit D\*-Special Terms and Conditions

1 Page(s)

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL

BY

5. Name of Program: Weed Management Area

*Deirdre McGrath 10/24/08*

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

<b>CONTRACTOR</b>		California Department of General Services Use Only  BOARD OF SUPERVISORS 2008 DEC -4 11 A 11:22
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF STANISLAUS</b>		
BY (Authorized Signature) <i>Jim DeMartini</i>	DATE SIGNED NOV 04 2008	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim DeMartini, Vice-Chairman		
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 11/18/08	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per: DGS Letter 28.5

**EXHIBIT A  
(County Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein:

The Stanislaus Weed Management Area project goal is to survey and eradicate all known infestations of Capeweed in Stanislaus County.

All correspondence and invoices must include the CDFA Contract Number 08-0479.

2. The contract managers for this Agreement are:

<b>FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:</b>	<b>FOR CONTRACTOR:</b>
Name: Terrance Lorick	Name: Gary Caseri & Denny Hoeh
Section/Unit: PHPPS/IPCB	Section/Unit: Stanislaus County Department of Agriculture
Address: 1220 N Street, Room 341	Address: 3800 Cornucopia Way, Suite B
City/Zip: Sacramento, CA 95814	City/Zip: Modesto, CA 95358
Phone: (916) 651-0573	Phone: (209) 525-4730

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

Northern San Joaquin Valley Weed Management Area, Stanislaus County Proposal

## STANISLAUS COUNTY

### 2008 WMA Base Funding Work Plan

Stanislaus County Department of Agriculture  
Member of Northern San Joaquin Valley WMA

*January 2009 – December 31, 2009*

**Counties covered in this Proposal:** Stanislaus

**Contract Lead Group (County, RCD, or Other) and contact information:**

Group: Stanislaus County Department of Agriculture, Contact: Gary Caseri, Title: Agricultural Commissioner, Phone: 209-525-4730, Email: [garyc@stancounty.com](mailto:garyc@stancounty.com), Mailing Address: 3800 Cornucopia Way, Suite B, Modesto, CA 95358

**Project Manager (contact for reporting and invoicing) and contact information:**

Name: Denny Hoeh, Title: Ag Manager 1, phone: 209-525-4730, email address: [dennyh@stancounty.com](mailto:dennyh@stancounty.com), mailing address: 3800 Cornucopia Way, Suite B, Modesto, CA 95358.

**WMA Group affiliation:** Northern San Joaquin Valley WMA (A Three County WMA Group)

**Please Confirm, All projects described in this work plan will be in one contract with (if more than one contract is desired, please describe here):** Confirmed, 1 contract with Stanislaus County Department of Agriculture

### **Proposed Projects**

**Project Title:** Stanislaus County Capeweed Survey and Eradication

**Project Objectives:**

The goal of this project is to eradicate all known infestations of Capeweed (*Arctotheca calendula* (L.) levyns) in Stanislaus County. The light Capeweed infestation discovered in 2007 has been determined to be more extensive than originally surveyed. Stanislaus County Department of Agriculture (Department) will focus this year on a detailed survey of over 4,000 acres of known capeweed infestation. The Department will also conduct trace forward surveys to determine the extent of the infestation. Property owners will be advised on best methods to eradicate capeweed from their invested areas. Appropriate herbicide applications will be made by private landowners.

**Project Tasks and Methods:**

- I. The Department will coordinate with CDFA, UC Cooperative Extension, Merced County Department of Agriculture, and the NRCS to determine the best method or methods to eradicate the capeweed infestation in Stanislaus County.
  
- II. The Department will conduct a detailed survey of the known 4,418 acres of capeweed infested areas and then include surrounding partials to assure the infestation has not expanded.
  
- III. The Department will meet with property owners to implement the best methods of eradication as determined from our coordinated efforts.
  
- IV. The Department will also conduct trace forward surveys to determine the extent of the infestation. Possible surveys would include other orchards, vineyards, wineries, almond haulers and processors. Various methods of mechanical dispersal of capeweed will be evaluated and equipment operators will be surveyed when they have been in contact with the infested areas.
  
- V. The Department will conduct follow up surveys after the implementation of the best eradication methods to determine the effectiveness of the activities.
  
- VI. Working with growers, cultural practices will be reviewed and changed when appropriate to reduce the risk of re-infestation in the treated areas or spreading capeweed to non-infested areas.
  
- VII. The Department will develop a one page pocket fact sheet to be used as a tool for outreach to growers and workers to assist in identifying capeweed in the field. This fact sheet would include information on how to report suspected new infestations.

**Equipment:**

**No additional Equipment will be needed**

**Mapping:**

See attached map for current capeweed locations. All areas treated and surveyed will be displayed on a map that will be submitted to all WMA partners and CDFA at the completion of the project.

**Reporting:**

A project report will be submitted at the completion of the contract and will include the following information: net acres surveyed and treated, photographs, the control methods used, results of the follow up surveys and a copy of the developed fact sheet on capeweed.

## GUIDELINES FOR PREPARING INVOICES

### INVOICE REQUIREMENTS

Invoices minimums: (1) must be on letterhead, (2) include time period in which work was conducted, (3) include contract number, (4) invoice total, (5) format should be consistent with the budget in your contract, (6) include in-kind for that period in one figure at the bottom of the invoice (NOT in the line-item portion of your invoice). PLEASE SEE EXAMPLE INVOICE.

Invoices SHOULD be submitted regularly (on a quarterly or monthly basis, as specified in your contract) to provide an accurate expenditure of funds. This will ensure swift review, processing, and payment of the county invoices. The billing period should be within one fiscal year and not span across two fiscal years.

**ALLOWABLE COSTS – All costs must be associated with the WMA. Your Invoice should follow your contract budget down to the line item and separate personnel expenses from operating expenses.**

### Personnel Services

Permanent and Temporary Staff - Costs associated with salaries. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

Staff Benefits – Actual staff benefits charged to the county for staff.

### Operating Expenses

General Expense – Display costs associated with general office and field supplies.

Postage – Display costs associated with mailing WMA materials.

Communications – Display costs associated with telephone/communication usage.

Vehicle Expense – Display costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).

Mileage : up to 50.5 cents per mile MAX (less per mile is fine)

Travel – Display costs associated with travel (per diem, airfare, car rental, etc.) Travel is only reimbursable if CDFA has requested/approved the travel.

Treatment – Display costs associated w/ treatment (treatment area, pest control operator charges, etc.)

Equipment – Display costs associated with equipment purchases.

### Overhead, Administrative and Indirect Costs

Legislation limits all types of overhead and administrative costs to not exceed 10% of the total work plan budget. The bill states: "Not more than 10 percent of the noxious weed management funds distributed to a weed management area subject to this section may be used by that local organization for meeting, travel, administration, and coordination costs."

These costs can be displayed as a lump sum (10% of total budget) or they can be incorporated and itemized into each task's cost breakouts. These costs can simply be referred to as "administration costs". Do keep track (roughly) of what these costs are used for in your own records.

**Other:** Specifically detail costs not otherwise addressed above:



Use your County letterhead.

## Sample Invoice Form for WMAs

### INVOICE

Two invoices are DUE: July 15<sup>th</sup>, 2009 & January 15<sup>th</sup>, 2010

**Invoice date:** 6/1/08  
**Billing period:** March 15, 2009 – June 15, 2009  
**Contract #:** 00-0001

**Bill to:**  
 Department of Food and Agriculture  
 Attention: Terrance Lorick  
 1220 N Street Room 341  
 Sacramento, CA 95814

**Payable to:**  
 County of Fullaweeds  
 Garth Johnson  
 123 Main Street  
 Thistleville, CA 99999

**Total due this invoice: \$11,750.00**

<b>FY 08/09</b>		
<b>Tasks for Action 1</b>	<b>Billing Period</b>	<b>Cost</b>
Task 1: Purchase chemical	1 <sup>st</sup> Quarter 2008	\$2,000 (10 gallons @ \$200 /gallon)
Task 2: spray 40-60 acres	1 <sup>st</sup> Quarter 2008	\$2,300 (Seasonal: \$10/hr for 80 hrs; Ag Biologist: \$15 /hr for 100 hrs; 5% benefits)
Task 3: Monitor success of spray	2 <sup>nd</sup> Quarter 2008	\$0 (monitoring will occur in July and September)
<b>Tasks for Action 2</b>	<b>Date</b>	<b>Cost</b>
Task 1: purchase mower	2 <sup>nd</sup> Quarter 2008	\$1200 (Single blade flail mower, purchased from Mowers Inc. in Thistleville, CA on April 1, 2008)
Task 2: mow 25 acres	2 <sup>nd</sup> Quarter 2008	\$6250 (Seasonal: \$10/hr for 250 hrs; Ag Biologist: \$15 /hr for 250 hrs; 5% benefits)
Task 3: Monitor success	2 <sup>nd</sup> Quarter 2008	\$0 (monitoring will occur in July and August)
<b>INVOICE Total</b>		<b>\$11,750</b>

**\*Total In-Kind Spent this period: \$13,126.23**

## Your WMA 2009 Annual Report *A Summary of Your Activities*

Please review the guidelines and terms listed below to assist you in gathering and reporting your results and accomplishments for 2009.

1. How many individuals attended WMA meetings at least once in 2009?
2. How many people did your projects and programs reach?
3. In-kind donations of services and resources from partners?
4. Direct matches of money for WMA projects. Please report any dollars (both cash and other grants) that were utilized to match your CDFG WMA funding.
5. Number of weed populations eradicated; please specify by weed species.
6. Number of net acres of weeds controlled; please list acres per species worked on.
7. Number of gross acres of weeds surveyed; please list acres per species worked on. If you are surveying a waterway or roadway please feel free to report gross acres in miles.
8. Describe project, progress, and highlight success (1-2 paragraphs). Please take care in writing this short update as it will be viewed by legislature. If needed, have two colleagues in your office, as well as your Commissioner review and add to the update.
9. Please include good quality photos of your projects!
10. Annual report is DUE by February 15<sup>th</sup>, 2010

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Guidelines to complete this summary:

Questions #1-3: An exact figure is best but a best-guess is acceptable.

For example, if you have misplaced a sign-in sheet from a meeting or event, do not sweat taking your best guess. Likewise, if all members of your WMA have not updated you as to their exact in-kind contributions for 2009 projects, taking a quick poll of active WMA members is sufficient.

Populations: It is very difficult to find a definition for weed "population" that fits all WMAs and all projects. So, for the purposes of this report, however you define a population is fine, as long as you are consistent from year to year in how you report.

Eradicated: So, while we can debate this term eradicated... for the sake of this report let's not. Instead, let's use a couple of scenarios to help define how for the purposes of this report we would like you to report eradicated populations. Scenarios: (1) If you found and treated a single plant or a small population that you know hasn't gone to seed--- this is likely considered an eradication. Likewise, if you've been working a site for a number of years and have found zero plants, consider this eradicated. This said, we are all too aware of the reality of weed seed banks and that there is always a possibility of plants popping-up in 1, 5 or 15 years. For reporting purposes we have to draw the line somewhere. *If you need further clarification please contact Carri Piroosko, [cpirosko@cdfa.ca.gov](mailto:cpirosko@cdfa.ca.gov)*

Survey documentation and acreage: This includes entire area in which you walked, ATV-ed, drove, or otherwise in working to treat, control and/or eradicate a particular weed. To give a few parameters, please do not just list the total number of acres in your WMA, county or watershed. Likewise, don't sell you efforts short---as in most projects a great deal of territory is traversed in conducting your work.

**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 31<sup>st</sup> 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>

**FISCAL DISPLAY**

**Stanislaus County**

**Member of Northern San Joaquin Valley WMA**

*January 1<sup>st</sup>, 2009 – December 31<sup>st</sup>, 2009*

Rounded to the nearest dollar.

<b>Personnel Services</b>	<b>FY 2008/09</b>	<b>FY 2009/10</b>
Inspector , Permanent(96 hrs. @ \$31.92/hr.)	\$3,064	\$0
2 Seasonal Ag Assistants (480 hrs. @ \$15.38/hr.)	\$7,382	\$0
Mapping Tech, Permanent (80 hrs. @ \$29.85/hr.)	\$2,388	\$0
<b>Personnel Services Subtotal</b>	<b>\$12,834</b>	<b>\$0</b>

<b>Operating Expenses</b>		
Mileage: 3,040 miles @ 50.5 cents/mile (50.5 cents is the MAXIMUM CAN CLAIM, less is fine) = \$1,535 (total for both fiscal years)	\$1,535	
Printing = \$1,557	\$1,557	
<b>Operating Expenses Subtotal</b>	<b>\$3,092</b>	<b>\$0</b>

<b>Contract Subtotal (Operating Expenses + Personnel Services)</b>	<b>\$15,926</b>	<b>\$0</b>
<b>Overhead @ 5.222%</b>	<b>\$832</b>	<b>\$0</b>
<b>GRAND TOTAL</b>	<b>\$16,758</b>	<b>\$0</b>

<b>Contract Grand Total:</b>	<b>16,758</b>
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Invoicing:

\*All invoices will be on letterhead and will state the contract number, period in which work was performed, and will follow the budget as outlined above.

\*All invoices are mailed to: CDFA-IPC, Attn: Terrance Lorick, 1220 N Street, Room 341, Sacramento, CA 95814.

Reporting:

\*An annual report will be required within 30 days of completion of the contract. The report must follow format as provided by the CDFA-WMA Program.

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.

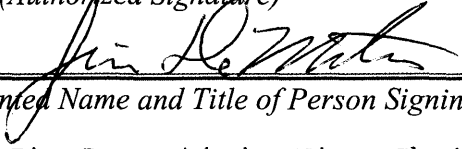
Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination,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



CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> STANISLAUS COUNTY		<i>Federal ID Number</i> 94-6000540
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jim DeMartini, Vice-Chairman		
<i>Date Executed</i> NOV 04 2008	<i>Executed in the County of</i> STANISLAUS	

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL  
BY

**CONTRACTOR CERTIFICATION CLAUSES**

*Deidre McHart* 10/24/08

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.