

AGREEMENT NUMBER
06-0676
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 EL DORADO

2. The term of this

Agreement is: January 1, 2007 Through December 31, 2008

3. The maximum amount

\$49,855.29

of this Agreement is: Forty-nine Thousand Eight Hundred Fifty-five Dollars and Twenty-nine Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

1 Page(s)

Attachment 1

3 Page(s)

Exhibit B – Budget Detail and Payment Provision

1 Page(s)

Attachment 1

1 Page(s)

Exhibit C – General Terms and Conditions - GTC 306

3 Pages

Check mark one item below as Exhibit D:

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

1 Page(s)

☐ Exhibit D*-Special Terms and Conditions

5. Name of Program: Noxious Weed Management

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF EL DORADO

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

311 Fair Lane Court, Placerville, CA 95667

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, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Contractor to perform eradication strategies on California "A" rated weeds on state and county rights-of-ways and other properties in the Lake Tahoe Basin.

2. The contract managers for this Agreement are:

FOR CDFA:		FOR CONTRACTOR:	
Name:	Steve Schoenig	Name:	Lee Ann Mila
Section/Unit:	PHPPS/IPCB	Section/Unit:	County of El Dorado
Address:	1220 N Street, Room 341	Address:	311 Fair Lane Court
City/Zip:	Sacramento, CA 95814	City/Zip:	Placerville, CA 95667
Phone:	(916) 654-0768	Phone:	(530) 621-5520

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

Project Title: A and B Rated Noxious Invasive Weed Eradication in the Lake Tahoe Basin

Project Goal:

The focus of this project is the eradication of California "A" rated weeds on state and county rights-of-way and other properties in the Lake Tahoe Basin.

Noxious, non-native weeds are highly invasive with a well-known propensity to establish and disseminate rapidly. Unpalatable to livestock, these weeds will out-compete native vegetation quickly, eventually creating a monoculture that negatively impacts wild areas, rangeland, national forests, hay crops and other assets of economic and natural significance, including Lake Tahoe's famed water clarity. The goal is to eradicate "A" - rated noxious weeds in the project area, thereby eliminating or significantly reducing further spread in California, and to reduce future introductions from Nevada. Coordination with other impacted agencies, including the Nevada Department of Agriculture, California Tahoe Conservancy, County Agriculture departments, County Weed Districts (Nevada) and California and Nevada State Parks, is an additional objective of this project. Continued coordination will increase the probability of success in the eradication efforts.

What are the project's long-term benefits and/or region-wide positive impacts:

Currently only one roadside survey and treatment pass is funded per year in the Lake Tahoe basin. This project proposal requests funds to make a second delimitation and treatment pass during 2007 and 2008, utilizing contract labor in Placer and El Dorado Counties. The populations are well documented and require aggressive treatment to eradicate. Great strides have been made to eradicate many of the invasive weed populations already in the Lake Tahoe Basin.

Occurrences of "A" -rated noxious weeds along highway easements and private lands within the project area were first documented in 2002. Survey, mapping and eradication work was expanded to include the entire Lake Tahoe Basin, including both the California and Nevada sections, in 2003. After four years of survey and eradication work, the detections of new, Spotted knapweed or Diffuse knapweed populations have been reduced by 80%. In addition, newly detected and historical infestations were smaller across the board, relative to the number and size of plants. This documentation has reinforced the Tahoe WMA group consensus that eradication of invasive weeds is still deemed possible in the region. Mapping of the infestations, utilizing GPS documentation, has been coordinated by the El Dorado County Department of Agriculture and beginning in 2004 includes data from all partners in the region in a standardized manner. A comprehensive eradication project will require the continuation of a thorough program including delimitation, monitoring, treatments, educational outreach and prevention components. This approach will ultimately save the Lake Tahoe ecosystem from the threat of invasive weed species.

Priority Topic Area Being Addressed:

This proposal addresses priority #1 And gives a clear direction toward eradication of pioneer infestations of A-rated noxious invasive weeds. This proposal clearly justifies why a survey, education, and eradication strategy is required. A map accurately showing the total geographic area impacted by the infestation is included as an attachment. (Figure 3A)

Project Objectives and Methods:

Task 1). This project will be a coordinated effort between El Dorado County and Placer County for the **continued delimitation, eradication, and mapping work within the Lake Tahoe Basin**. We will include an additional survey in cooperation with private land owners and managers, beyond the current project partners. Detection and survey work for both counties will be coordinated by the El Dorado County Department of Agriculture utilizing contract crews, seasonal staff and permanent staff.

- All infestation sites will be mapped using a Global Positioning System (GPS), a data collection and Geographical Information System (GIS) for data management and map production. Data collected at each site will include gross acreage, number of plants, exact location and type of treatment completed (including type of herbicide, if applicable). This data will be managed by the El Dorado County Department of Agriculture, as it has been for the last four years.
- Eradication measures will utilize an Integrated Pest Management (IPM) approach to eradicate the historical and newly discovered noxious weed infestation. IPM tools include hand pulling, shovel, weed wrench, biological control, and chemical means. The seasonal and contract crews will be trained to determine the

best eradication tool choice, including evaluation of the weed species, location of the infestation, proximity to water, weather conditions, etc.

Task 2). A website with a Mapper component will be developed for the Lake Tahoe WMA which will include: 1) historical infestation data (coarse format); 2) awareness, identification and prevention information and 2) a Mapper component, which allows the general public to post a location of a possible infestation, for follow-up verification by Lake Tahoe WMA partners. This system has been developed by University of California – Berkley and used successfully for Sudden Oak Death/Oak Mortality documentation.

Task 3). A volunteer detection corp will be developed and coordinated by UC Cooperative Extension. The delimitation and mapping efforts in the Lake Tahoe Region require additional “eyes” to reach all areas, including hiking trails, streams, private property and other recreational areas. A volunteer corp will be formally trained, via intensive workshop sessions on the biology, identification and control of invasive weeds. The volunteer corp members will be assigned specific areas around the entire Lake Tahoe Basin to complete additional delimitation and mapping efforts. Early detection and rapid response efforts by a well trained and managed volunteer network is one of the keys to stopping the introduction and spread of invasive weeds into the area.

Performance measures:

Delimitation, mapping and control: We will follow CDFA’s weed monitoring protocol, measuring the cover of weeds or counting individual plants when feasible.

- The staff will survey previous infestation sites for persistent weed populations. Delimitation will continue outside the original infestation to determine any possible spread.
- A computerized GIS map of the project sites will continue to be created with the locations of detected A and/or B rated noxious invasive plant populations and treatment sites. There will also be a record of previously detected locations that have been treated and considered eliminated.
- Actual plant counts will be taken where appropriate, since many infestations are near eradication levels.

Website and Mapper System:

- The number of visits to the website will be documented
- The number of infestations reported via the Mapper System will be documented
- Reported weed sitings will be visited and infestations will be verified and GPS mapped, including gross acreage, number of plants, exact location and type of treatment completed.

Volunteer Detection Corp:

- Total delimitation area will be documented
- Number of volunteer hours and miles will be recorded
- Number of infestations found will be documented
- Volunteer Corp members will be surveyed to document the effectiveness of the training and coordination process and continuing education modules will be developed.

Lake Tahoe Basin

PLACER COUNTY

NEVADA

EL DORADO COUNTY

54,000' = 1" (1:54,000)

El Dorado and Placer Counties Invasive Weeds and Adjacent USFS Lands

DISCLAIMER
THIS DEPICTION WAS COMPILED
FROM UNVERIFIED PUBLIC AND PRIVATE
SOURCES AND IS ILLEGIBLE ONLY.
NO REPRESENTATION IS MADE AS TO
THE ACCURACY OF THAT INFORMATION AND
THE USER MAY BE RESPONSIBLE FOR
THEIR OWN ACTIONS. THE USER MAY
WANT TO CONTACT THE EL DORADO
COUNTY DEPT. OF AGRICULTURE
PHONE (530) 521-6520

- Centaurea Solstitial
- Centaurea diffusa
- Centaurea maculosa

- Cirsium vulgare
- Cytisus Scoparius
- Lepidium latifolium

- Linaria genistifolia
- Lythrum salicaria
- ~ gpsroads

- ALL OTHER OWNERS
- USFS



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.

Lake Tahoe Basin - Weed Management Area Proposed Budgets

Project 1: Lake Tahoe Basin	FY 2006/07	In-kind 06/07	FY 2007/08	In-kind 07/08	FY 2008/09	In-kind 08/09
	Jan 1- June 30 (= 6 months)		July 1-June 30 (= 12 months)		July 1- Dec 31 (= 6 months)	
Personnel Services						
Ag Dept Ag Biologist - 100 hrs. X \$43.83/hour			\$2,191.50		\$2,191.50	
Subtotal Personnel Services	\$0.00	\$0.00	\$2,191.50	\$0.00	\$2,191.50	\$0.00
Operating Expenses						
GIS/GPS Usage @ \$5000		\$1,000.00		\$2,000.00		\$2,000.00
Herbicide @ \$800		\$200.00		\$300.00		\$300.00
Contract Services - survey/eradication (\$1000/day x 29 days)			\$14,500.00		\$14,500.00	
Contract Services - Website and Mapper Program Development, UCCE - @ \$11,000	\$1,000.00	\$2,000.00	\$4,000.00	\$4,000.00		
Website and Mapper Program Maintenance - @ \$3000						\$3,000.00
Volunteer Corp Development, Training and Coordination - Contract Services UCCE Program Rep - 301.83 hours @ \$33/hr.			\$3,960.39	\$6,000.00		
Volunteer Corp Training Materials @ \$1000			\$1,000.00			
Volunteer Corp Coordination - Contract Services UCCE Program Rep 181.2 hours @ \$33/hr. + in-kind					\$1,979.60	\$4,000.00
CDFA State and Private Forestry Grant @ \$29,000				\$14,500.00		\$14,500.00
Subtotal Operating Expenses	\$1,000.00	\$3,200.00	\$23,460.39	\$26,800.00	\$16,479.60	\$23,800.00
Subtotal Project 1	\$1,000.00	\$3,200.00	\$25,651.89	\$26,800.00	\$18,671.10	\$23,800.00
Administrative Costs - 10%	\$100.00	\$320.00	\$2,565.19	\$2,680.00	\$1,867.11	\$2,380.00
Totals	\$1,100.00	\$3,520.00	\$28,217.08	\$29,480.00	\$20,538.21	\$26,180.00

GRANT REQUEST TOTAL (do not include in-kind here): \$49,855.29
Total In-Kind (all fiscal years): \$59,180.00
Grand Total (all columns): \$109,035.29

OK LJ
 3/2/07

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS - GTC 306

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 of 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 (Government Code Section 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 1005 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.

ADDENDUM

El Dorado County Charter §602, duly filed with the Secretary of State, declares therein, **"Each contract shall identify the county officer or employee with responsibility for administering the contract."** The El Dorado County Office of County Counsel has stated that no contract shall be approved unless it is in compliance with §602. In order to comply with this provision, this addendum must accompany each El Dorado County contract.

The Officer or employee with the responsibility for administering this contract is William J. Stephans, Commissioner of Agriculture, or successor.