

AGREEMENT NUMBER 09-0790
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/ALPINE

2. The term of this Agreement is: March 1, 2010 Through June 30, 2010

3. The maximum amount of this Agreement is: \$15,178.00
 Fifteen Thousand One Hundred Seventy-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	1 Page(s)
Attachment 1	3 Page(s)
Attachment 2	2 Page(s)
Attachment 3	4 Page(s)

Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	2 Page(s)

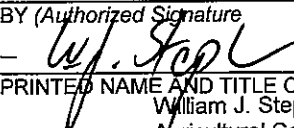
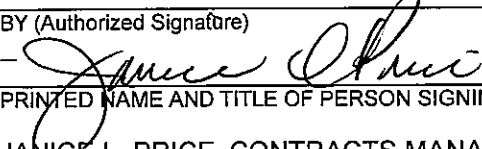
Exhibit C – General Terms and Conditions - GTC 307	3 Pages
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Check mark one item below as Exhibit D:

- Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) 1 Page(s)
- Exhibit D*-Special Terms and Conditions
- Exhibit E-Additional Provisions 1 Page(s)

5. Name of Program: European Grapevine Moth

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF EL DORADO/ALPINE		
BY (Authorized Signature) - 	DATE SIGNED) 4/23/10	
PRINTED NAME AND TITLE OF PERSON SIGNING William J. Stephans Agricultural Commissioner, Sealer of Weights & Measures		
ADDRESS 311 Fair Lane, Placerville, CA 95667-4195		
STATE OF CALIFORNIA		
AGENCY NAME		
DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) - 	DATE SIGNED) 5/24/2010	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per: DGS Ltr 28.6

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor shall provide labor and materials necessary for the placing and servicing of traps for the detection of the European Grapevine Moth.

Services shall be provided within the County of El Dorado/Alpine.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Debby Tanouye, Branch Chief	Name: William Stephans
Section/Unit: Pest Detection/Emergency Projects	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room 315	Address: 311 Fair Lane
City/Zip: Sacramento, CA 95814	City/Zip: Placerville, CA 95667-4195
Phone: 916-654-1211	Phone: 530-621-5520
Email: dtanouye@cdfa.ca.gov	Email: eldcag@edcgov.us

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

CONTRACT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING

March 1, 2010

Section 1 -- The California Department of Food and Agriculture shall:

1. Provide trapping materials for European Grapevine Moth (EGVM) detection: including traps, lures and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide GPS units or reimbursement for GPS units up to \$250. Reimbursement will require a copy of the receipt.
4. Ensure timely payment of invoices following confirmation of contract compliance.
5. Provide quality assurance of program.

Section 2 -- The County Agricultural Commissioner shall:

1. Submit a completed budget display (using the provided work plan).
 - o Napa County – Place 25 traps per square mile through November 30, 2010.
 - o Solano and Sonoma counties – place 25 traps per square mile within a five mile radius of any EGVM detection through November 30, 2010. Outside this area, place 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres) for three months (one flight season).
 - o All other counties - Place 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres) for three months (one flight season).
 - o If funding allows for extended trapping or if traps have not been deployed for three months, the contract may be amended.
2. Hire and/or train personnel.

3/11/2010

3. Ensure that trapping procedures are followed.
4. Ensure that all documentation of work is complete and accurate.
5. Submit weekly reports using Report 2 to dtanouye@cdfa.ca.gov due by the close of business the following Wednesday.
6. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless weekly reports are submitted in a timely manner.
7. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
8. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on EGVM county trap lines.
9. Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
10. Provide and maintain trapping vehicles.
11. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved method(s). See **Submitting Specimens for Identification** in the attachment, "European Grapevine Moth (EGVM) Trapping Guidelines."

Section 3 -- Description of Work

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "European Grapevine Moth (EGVM) Trapping Guidelines (March 1, 2010)."
2. Commercial trapping not in conjunction with any other detection activity will be fully reimbursed.
3. Mileage reimbursement is not allowed for EGVM traps piggybacked onto pest detection sites.

4. Delimitation trapping may be required upon detection of "new location" finds, but only with the approval of PD/EP project management.
5. If EGVM traps are piggybacked onto other detection sites, incorporate the documentation for EGVM traps into the books used for pest detection programs.
6. Complete a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This will serve as official documentation of work performed. This form must be available for review by the district entomologist or CDFA audit office for three years. To facilitate program audits, the DTS – 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.

Section 4 -- Basis for Payment

1. Submit invoices by postal mail or e-mail to: Joanne Shimada at California Department of Food and Agriculture, 1220 N Street, Room 315, Sacramento, CA 95814, or to jshimada@cdfa.ca.gov. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
2. Payment is contingent upon receiving weekly reports, using Report 2.
3. Payment will be made monthly, in arrears, upon receipt and approval of invoice.
4. Invoice will conform to attached sample invoice.

EGVM Survey Report

Report number 2

Year: 2010

District: _____

County: _____

WEEKLY SERVICE DATES	TRAPPING			SAMPLES		HOURS WORKED	REPORT COMPLETED BY:	COMMENTS
	Placed (+) Removed(-)	Total traps in Service	Traps Serviced	Samples Submitted				
	0	0						
Totals		0	0	0	0	0		

European Grapevine Moth (EGVM) Trapping Guidelines

March 1, 2010

Trapping Seasons

- Commercial grape production areas:
 - Napa County –through November 30, 2010.
 - Solano and Sonoma counties – within a five mile radius of any EGVM detection, though November 30, 2010. Otherwise, the season is three months or one flight period.
 - All other counties will trap for three months or one flight period.
 - If funding allows for extended trapping or if the traps have not been deployed for three months, the contract may be amended.

Trap Density

- Commercial grape production areas
 - Napa County – 25 traps per square mile
 - Solano and Sonoma counties – place 25 traps per square mile within a five mile radius of any EGVM detection and 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres).
 - All other counties– place 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres).
- In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the commercial grape acreage in that square mile.

Inspection Frequency

- Once every 14 days, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in the trap book and include the information in the weekly trapping report Report Number 2.

Trap

- The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.

3/11/2010

Attractant

- The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.

Hosts

- The primary host for EGVM is grapes. However, complete lifecycles may occur in a variety of other plants, including olive, blackberry, apricot, cherry, plum, kiwi pomegranate, privet, ivy, ornamental daphne, and carnation plants.

Trap Assembly

- Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
- Write the trap number and date of deployment on the trap body prior to placing the trap. Trap numbers for EGVM will include the six-digit grid number, subgrid designation, and the identifying letters "EGVM". For example: Commercial: 075045-EGVM-1.
- TO PREVENT CONTAMINATION OF OTHER SURFACES, AVOID DIRECT CONTACT WITH THE PHEROMONE SEPTA. Open the septa pouch; squeeze the septa directly into the trap, securing it onto the stickum on the bottom of the trap. Discard the empty packet according to the directive of the trapping office. DO NOT DISPOSE OF LURES OR LURE PACKAGES IN THE FIELD.
- Upon deployment, open the ends of the trap. Opening the ends of the trap will increase airflow and dispersal of the pheromone.
- If the primary trap at a site is a gypsy moth trap, place the EGVM lure into the gypsy moth trap. In this case, keep the ends of the trap closed and follow the placement protocol for the gypsy moth trap.

Trap Placement

- Vineyards – Place traps at the end of the rows of the major vineyard throughways hanging them from the tallest vine cordon wires using zip ties or support poles away from the branches of the vines (unobstructed). Align traps so that they are parallel to the vine row.
- Open the ends of the trap. The openings must be free from obstructions. Place the trap out of the reach of children.

- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than 6 digits, please truncate the figures (DO NOT round up or down). The minimum information recorded in the GPS unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if/when EGVM traps are relocated.
- In addition, document the GPS coordinates on the trap card.

Baiting Interval

- Vineyard traps -- Every four weeks remove old septa and replace with new septa.

Trap Relocation

- Vineyard traps-- Do not relocate unless the vineyard has been treated with a pesticide and the re-entry interval precludes timely servicing of the traps. Depending on vineyard treatment schedules, traps may need to be moved. Replace or relocate the traps as soon as possible after the re-entry period has lapsed. GPS the new site and document the GPS units on the trap card.

Submitting Specimens for Identification

- The entire trap containing the suspect moth(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the district entomologist after trapping a suspect moth(s). Send or deliver suspect specimens to Sacramento by the quickest means possible.
- Submit the entire trap, leaving the suspect EGVM adult(s) in the trap, for identification to the Plant Pest Diagnostics Branch. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth(s). Do not transport/send live specimens!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.

- Notify John Pozzi (ipozzi@cdfa.ca.gov) upon all submissions. Include the e-PDR number in this communication.

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

2. Budget Contingency Clause

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

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

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

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

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

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

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

EL DORADO

Commercial Trapping

A. PERSONNEL

1. STAFF - Detection Trappers	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Agricultural Biologist 03/10-06/10	10.00	21.00	210
2 Sr. Agricultural Biologist	10.00	5.00	50
3	0.00	0.00	0
4	0.00	0.00	0
5	0.00	0.00	0
6	0.00	0.00	0
7	0.00	0.00	0
8	0.00	0.00	0
9	0.00	0.00	0
10	0.00	0.00	0

2. SALARIES - Detection Trappers	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Agricultural Biologist 03/10-06/10	\$28.69	210	\$6,025.00
2 Sr. Agricultural Biologist	\$33.95	50	\$1,698.00
3	\$0.00	0	\$0.00
4	\$0.00	0	\$0.00
5	\$0.00	0	\$0.00
6	\$0.00	0	\$0.00
7	\$0.00	0	\$0.00
8	\$0.00	0	\$0.00
9	\$0.00	0	\$0.00
10	\$0.00	0	\$0.00
Subtotal:			\$7,723.00

3. BENEFITS - Detection Trappers	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Agricultural Biologist 03/10-06/10	35.0000%	\$6,025.00	\$2,109.00
2 Sr. Agricultural Biologist	35.0000%	\$1,698.00	\$594.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
Subtotal:			\$2,703.00

DETECTION STAFF SUBTOTAL: \$10,426.00

4. STAFF - Non-Detection	HOURS/ DAY	WORK DAYS	HOURS
1 Sr. Agricultural Biologist	1.00	13.00	13
2 Administrative Technician	1.00	3.00	3
3	0.00	0.00	0
4	0.00	0.00	0
5	0.00	0.00	0
6	0.00	0.00	0
7	0.00	0.00	0

5. SALARIES - Non-Detection Staff	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Sr. Agricultural Biologist	\$33.95	13	\$441.00
2 Administrative Technician	\$35.36	3	\$106.00
3	\$0.00	0	\$0.00
4	\$0.00	0	\$0.00
5	\$0.00	0	\$0.00
6	\$0.00	0	\$0.00
7	\$0.00	0	\$0.00
Subtotal:			\$547.00

6. BENEFITS - Non-Detection Staff

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Sr. Agricultural Biologist	35.0000%	\$441.00	\$154.00
2 Administrative Technician	35.0000%	\$106.00	\$37.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
		Subtotal:	\$191.00
NON-DETECTION STAFF SUBTOTAL:			\$738.00

	SALARIES	BENEFITS	OVERHEAD COST
25 % Overhead (Not to exceed 25%)	\$8,270.00	\$2,894.00	\$2,791.00
TOTAL PERSONNEL COST :			\$13,955.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, GPS, etc.,)

Description	Cost
a. Request State to furnish GPS unit and software	\$0.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$0.00

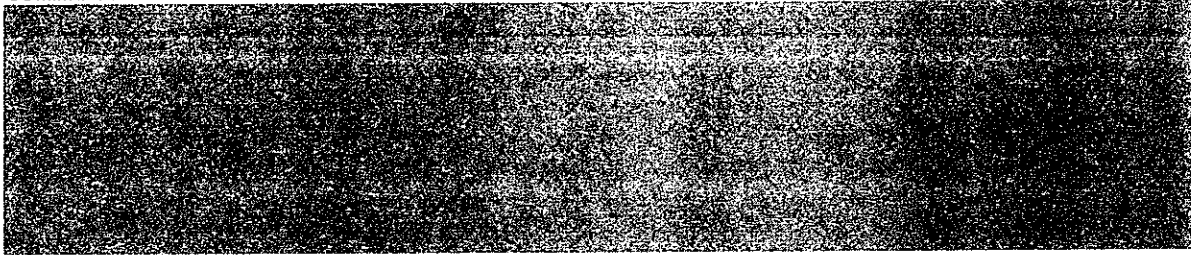
C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	3	815	\$0.500	\$1,223.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
			\$0.285	\$0.00	
VEHICLE COST TOTAL:				\$1,223.00	

* 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.

2009-10 EGVM Commercial Trapping Total Cost: \$15,178.00

COMMENTS:



Handwritten initials/signature

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

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

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

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2009/2010 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

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

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

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.



El Dorado County

Certified Copy

Agenda Item: 08-1552

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File Number: 08-1552

Agriculture, Weights and Measures Department recommending the Agricultural Commissioner be authorized to execute revenue generating contracts on behalf of the County; said standard boilerplate agreements are developed by the California Department of Food and Agriculture and the California Department of Pesticide Regulation approved by County Counsel, Risk Management and Human Resources, noting this would ensure that Agreements are in place as soon as possible for these state mandated programs.

RECOMMENDED ACTION: Approve.

FUNDING: State of California.

Fiscal Impact/Change to Net County Cost: No change.

Background: The Department of Agriculture receives revenue generating contracts for mandated state programs to offset the cost of the programs from the State of California Department of Food and Agriculture and the California Department of Pesticide Regulation. Examples of these types of standard contracts for the mandated department programs are: Pest Detection, Pest Eradication, Pest Management, Pest Exclusion, Pesticide Use Enforcement, Seed, Nursery, and Fruit Nuts & Vegetable Inspection, Weighmaster and Petroleum Inspection. The Department is responsible for enforcing laws and regulations from the California Food and Agricultural Code, the Business and Professions Code, the Health & Safety Code, the Government Code, and the California Code of Regulation.

Reason for Recommendation:

The Department recommends the use of the State boilerplate agreements in order to ensure compliance with County Charter, Ordinance and Procurement Policy requirements and to facilitate payment for the mandated agricultural programs. These agreements define the role and responsibilities of the department to receive payment which has been routinely approved by County Counsel, Risk Management and Human Resources. The Department recommends that authority to sign the standard agreements be delegated to the Agricultural Commissioner/Sealer of Weights & Measures to ensure that agreements are in place as soon as possible for these state mandated programs.

The Purchasing Agent will require the Department of Agriculture to retain all standard agreements executed by the Department and will not assign County numbers to these agreements.

Action to be taken following Board approval:

Board Clerk to provide the Department of Agriculture a certified Master Report.

Contact: Myrna Tow x6647

I, Suzanne Allen de Sanchez, certify that this is a true copy of Agenda Item No. 08-1552, passed by the Board Of Supervisors on 10/21/2008.

Attest: Maicie Macauland

10/24/08
Date Certified