

AGREEMENT NUMBER 06-0667
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 of this Agreement is: \$99,849.42
 Ninety-nine Thousand Eight Hundred Forty-nine Dollars and Forty-two Cents

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

Exhibit A – Scope of Work Attachment 1 1 Page(s)
 8 Page(s)

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

California Department of General Services Use Only

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, 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

Exempt per:

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Contractor to eradicate Spotted Knapweed within the Cleveland Fire Area in El Dorado County, east of Placerville and stop the spread of this invasive weed into the El Dorado National Forest and private timberlands.

2. The contract managers for this Agreement are:

FOR CDFA:	FOR CONTRACTOR:
Name: Steve Schoenig	Name: Lee Anne Mila
Section/Unit: PHPPS/PCB	Section/Unit: County of El Dorado
Address: 1220 N Street, Room 341	Address: 311 Fair Lane
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: Project 1 – Spotted Knapweed Eradication in the Cleveland Fire Area

Project Goal:

To eradicate Spotted knapweed within the Cleveland Fire Area in El Dorado County, east of Placerville and stop the spread of this invasive weed into the El Dorado National Forest and private production timberlands. This Spotted knapweed population is the only known infestation on the western slope of El Dorado County.

Eradication efforts over the last 5 years have greatly reduced the number and size of the Spotted knapweed plants found within the Cleveland Fire area of El Dorado County. Additional funding is required to complete the eradication goal by 2010.

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

This is the only known Spotted knapweed infestation in western El Dorado County. Eradication will protect the Sierra Nevada Mountain Range, Lake Tahoe and areas of California west of the region in the South Fork of the American River watershed. Substantial reductions in population size due to diligent and aggressive eradication efforts over 5 years have reduced total net acreage down to 0.21663 acres in 2006. (See figure 1A). In 2001 this plant species was established at 46 sites within the project area with up to 25,000 plants per site. In 2006, surveys have identified 24 active sites with an average of less than 10 plants per site. All plants in 2006 were immature plants with 0-2 flowering stalks which is indicative of first year of growth. Due to the limited distribution of Spotted knapweed and its ability to rapidly spread, continued treatment to eradicate this weed is critical.

Priority Topic Area Being Addressed (from request for proposal announcement):

This project addresses priority area #1, the eventual complete eradication of a small (.5 acre), pioneer infestations of "A-rated" noxious weeds.

Project Objectives and Methods – list milestones and performance measures:

Objective: Continued Spotted knapweed detection and eradication will be conducted on private and public lands, within the Cleveland Fire Area. The El Dorado County Department of Agriculture (ECDA) will continue to lead this project. Detection, survey and treatment efforts will be coordinated by the El Dorado County Department of Agriculture utilizing contract crews, seasonal staff, and permanent staff. US Forest Service-Eldorado National Forest and Sierra Pacific Industries will also conduct eradication efforts in coordination with the El Dorado Department of Agriculture.

Task 1). Utilizing the historic Geographical Information Systems (GIS) shape files, *personnel will visit each public and private site treating all encountered populations* of Spotted knapweed. Eradication measures will continue to utilize an Integrated Pest Management (IPM) approach to eradicate the noxious weed infestations when discovered. IPM tools include hand pulling, shovel, weed wrench and chemical methods. The seasonal and contract crews will be trained to determine the best tool choice to utilize based on the location of the infestation, maturity of plant, weather conditions, etc.

Task 2). All *mapping will be completed utilizing Global Positioning System* (GPS) data and collection and Geographical Information Systems (GIS) for data management and map production. Data collected at each site will include species, gross acreage, net acreage, percent cover, number of plants, exact location and type of treatment completed (including type of herbicide, if applicable). Computerized maps will be created with ArcMap utilizing current and historic data.

Performance measures:

Since populations are within the eradicable range, individual plant counts will be utilized to document the success of the eradication project. Total gross and net acreages will be also be recorded and compared to historical data.

Project Title: Project 2 – Save The Sierras -Yellow Starthistle Leading Edge Project

Project Goal:

By defining a line of demarcation at the eastern leading edge of the Yellow starthistle movement into the higher elevations, a control effort can be coordinated with land managers and owners to stop the spread into the Lake Tahoe Basin and surrounding areas.

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

The El Dorado County Invasive Weed Management Group began a Yellow starthistle leading edge and outlier infestation control program in 2000. The purpose of this program is to stop the spread of Yellow starthistle into the Sierra Nevada Mountains. A "knock-back" zone, utilizing Yellow starthistle population data, at the 3500 foot elevation level. Extensive survey and control work has been completed since then in El Dorado County and surrounding counties, with a special emphasis on Highway 50 and the Lake Tahoe Basin. Containment of Yellow starthistle below the knock-back zone has a direct positive effect in the prevention of additional infestations of USFS lands, private timber and range lands and recreational areas. Ultimately we will also limit the spread into Nevada, especially via transportation corridors. To date, the program has been successful in preventing the spread into the basin area as evident in 2006 with only 2 plants identified and removed near Lake Tahoe.

Priority Topic Area Being Addressed (from request for proposal announcement):

This proposal addresses priority topic area #2, the leading edge containment of a noxious weed. A clear link to proposed containment activities preventing further spread towards USFS and private forested lands and along transportation corridors has been shown. A map clearly showing the total geographic area impacted by the infestation and proposed containment boundaries is included as an attachment. (See Figure 1B)

Project Objectives and Methods – list milestones and performance measures:

Task 1). *Intensify control efforts on Highway 50, including the landslide area near Riverton.* This segment of Highway 50 continues to be the most difficult area to control Yellow starthistle, due to the steep slope and size of the infestation. The area has been the site of extensive road repair work after a landslide and two fires in the past 15 years. Steps to complete the eradication include:

1. Utilizing the historic Geographical Information Systems (GIS) shape files personnel will visit each public and private site treating all encountered populations of Yellow starthistle. Eradication measures will continue to utilize an Integrated Pest Management (IPM) approach to eradicate the noxious weed infestations when discovered. IPM tools include hand pulling, shovel, weed wrench and chemical methods. The seasonal and contract crews will be trained to determine the best tool choice to utilize based on the location of the infestation, maturity of plant, proximity to water, weather conditions, etc.
2. Contract Crews have been utilized for two treatment seasons on Hwy 50 with great success. Contract crews will again be utilized in this particularly difficult treatment area. Contract crew members will be trained in Integrated Pest Management treatment techniques.

Task 2). *Increase detection and survey work over the entire area* including additional surveys in cooperation with private land owners and managers, beyond the current project partners. Detection and survey work will be coordinated by the El Dorado County Department of Agriculture utilizing seasonal weed crews and permanent staff.

1. All mapping will be completed utilizing Global Positioning System (GPS) data collection and Geographical Information Systems (GIS) for data management and map production. The mapping of yellow starthistle along Highway 50 began in 2000 by the California Department of Food in Agriculture and has continued to be managed by the El Dorado County Department of Agriculture for the past four years. Digital photos will be taken to document the extent and success of the control efforts.

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 sprayed and considered eliminated.
- Photo points will be taken whenever possible

Project Title: Project 3 – Eradication of “A” and “B” rated weeds in El Dorado County

Project Goal:

Eradicate isolated populations of “A” and “B” rated weeds in the western slope of El Dorado County.

The western portion of El Dorado County faces extreme invasive pressure from surrounding areas, especially in areas with new construction activity. Historically this portion of the County has been neglected in survey and eradication efforts due to funding constraints. In 2006, El Dorado County Department of Agriculture identified isolated, “A” and “B” rated noxious weed populations in the western slope of El Dorado County. (Figure 1C) Several new infestations have been detected in areas with extensive new housing and road construction, particularly in the El Dorado Hills, Somerset and Fairplay areas. (Figure 1D) Eradication efforts have begun, but have been limited due to lack of funding. Increased delimitation and control actions are critical to eradicate these invasive noxious weeds in El Dorado County. Target noxious weeds include limited populations of Tall whitetop (*Lepidium latifolium*), Oblong spurge (*Euphorbia oblongata*), Hoary cress (*Cardaria draba*), Arundo (*Arundo donax*), Giant knotweed (*Polygonum sachalinense*).

Expanded passive and active early detection capacity is needed in El Dorado County which can be achieved by training the general public and “on-the-ground” road and construction crews to identify the five target weeds, in addition to other El Dorado County Priority Invasive Weeds (see figure 1C). **Target goal is to train 200 people over two years.**

Training materials and workshops are also needed for contractors, landowners and road crews regarding best management practices to prevent the spread of invasive weeds during site-disturbing projects. Since most newly detected infestations are found along roadsides or in newly disturbed construction areas, expanding education to this audience will increase early detection efforts in the county that ultimately will save landowners the cost of controlling infestations after they have expanded. **Target goal is to reach 300 target audience members of two years.**

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

All of El Dorado County’s A and B-rated invasive weed populations are small and still eradicable. The target weed species are all aggressive invaders that thrive in drainage areas. By safely eradicating these populations now, creeks and streams in the lower sections of the local watersheds will be protected. Education on methods to prevent the spread of invasive plants will also reduce the number of new infestations along roads and at construction sites, ultimately protecting water quality, preventing soil erosion and reducing long-term control costs.

Priority Topic Area Being Addressed (from request for proposal announcement):

This proposal addresses Priority topic area #1, eventual complete eradication of non-native invasive “A” and “B” rated weed populations.

Project Objectives and Methods – list milestones and performance measures:

Task 1). Increase delimitation and eradication efforts on the west slope of El Dorado County for CDFA rated invasive weeds.

1. Utilize already defined invasive population through GIS shape files, pest detection determinations from CDFA, survey detection, and general public reports to determine treatment priorities.
2. Eradication measures will continue to utilize an Integrated Pest Management (IPM) approach to eradicate the historical noxious weed infestations and also when new infestations are discovered. IPM tools include hand pulling, shovel, weed wrench and chemical methods. The seasonal and contract crews will be trained to determine the best tool choice to utilize based on the location of the infestation, maturity of plant, proximity to water, weather conditions, etc.
3. All mapping will be completed utilizing Global Positioning System (GPS) data and collection and Geographical Information Systems (GIS) for data management and map production. Data collected at each site will include species, gross acreage, net acreage, percent cover, number of plants, exact location and

type of treatment completed (including type of herbicide, if applicable). Computerized maps will be created with ArcMap utilizing current and historic data.

Task 2). Provide educational materials and training to increase early detection efforts and increase knowledge of methods to prevent weed spread.

1. Conduct workshops to train the general public on how to identify priority invasive weeds to increase early detection efforts. These workshops will be conducted by UC Cooperative Extension and will include pocket weed identification field guides and other reference materials. Participants will also be instructed on whom to notify if invasive weeds are detected. The target audience includes local landowners and managers near the known pioneer infestations (utilizing parcel addresses from the county GIS system to mail workshop information) and homeowner association members.
2. Develop and distribute materials outlining weed identification and best management practices to prevent the spread of invasive weeds. Materials will include a brochure that emphasizes prevention measures applicable to a variety of audiences (e.g. landowners upgrading roads on their property, contractors beginning a housing development, etc.) These materials will be distributed via the county building department and at trainings conducted by UC Cooperative Extension for construction and road crews. Target audience members will be contacted through the local engineer and contractor professional organizations list-serves and through a contractor mailing list which will be developed.

Performance measures:

Task 1:

- 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 sprayed and considered eliminated.
- Photo points will be taken whenever possible.

Task 2:

- Document the number of workshop participants
- Record the number of both correct and incorrect sitings of invasive weeds reported by workshop participants
- Conduct a follow up survey with those receiving prevention/BMP training to document how the information was utilized and if of the adopted Best Management Practices were used

El Dorado County Invasive Weed Management Group

Invasive Weed Priority List

July 2006

Group 1 - These species are: a) not currently found in El Dorado County, or b) documented as small, eradicable populations, or c) deemed controllable along a defined eastern leading edge to prevent spread into the Sierra Nevada Mountains. Encourage active control/eradication efforts and education in El Dorado County.

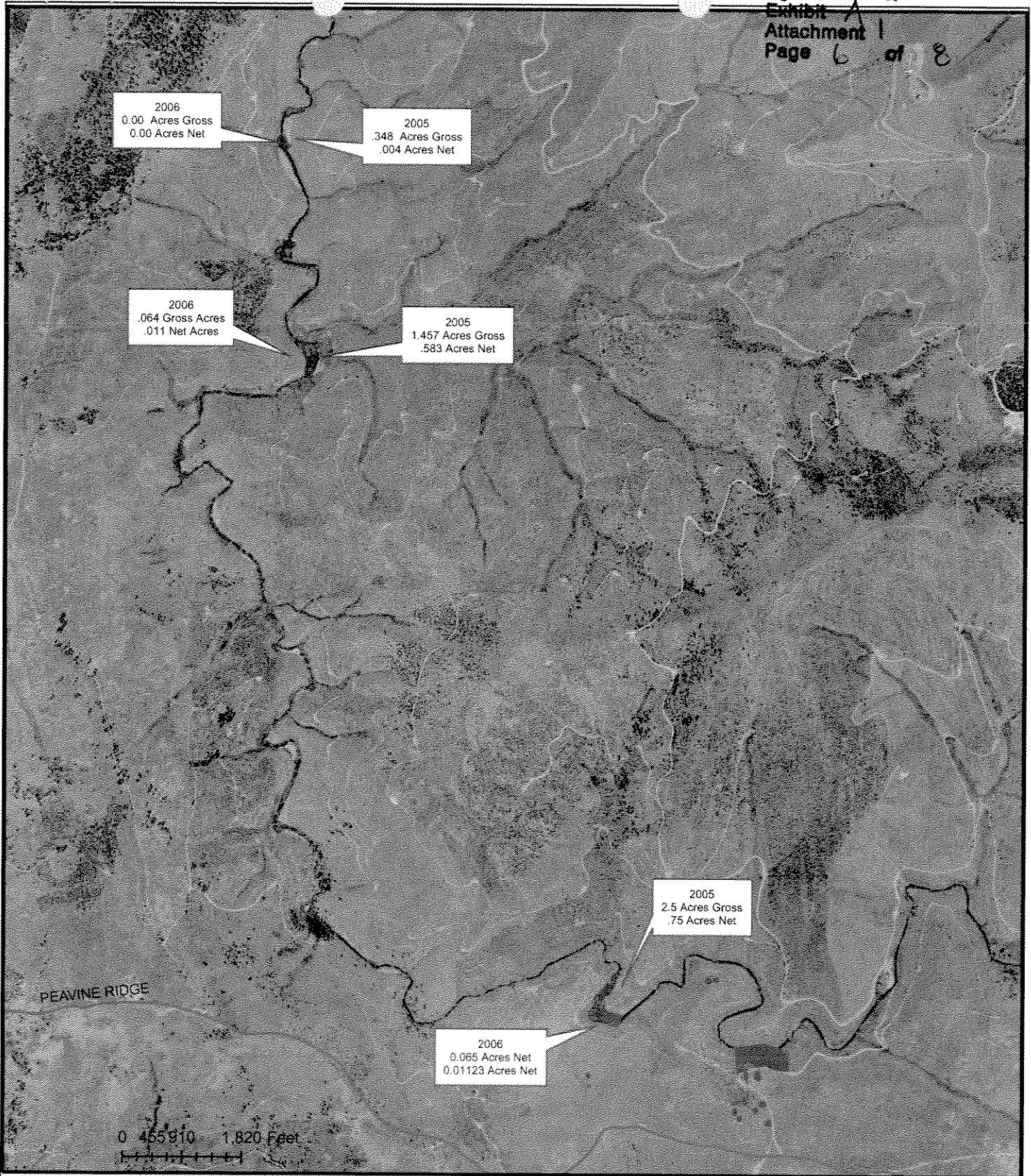
Yellow starthistle - control at 3500 ft. elevation and higher (*Centaurea solstitialis*)
Spotted knapweed (*Centaurea maculosa*)
Tall whitetop/perennial pepperweed (*Lepidium latifolium*)
Dalmatian toadflax (*Linaria genistifolia* ssp. *dalmatica*)
Oblong spurge (*Euphorbia oblongata*)
Tamarisk/saltcedar (*Tamarix* spp.)
Scarlet wisteria/rattlebox (*Sesbania punicea*)
Purple loosestrife (*Lythrum salicaria*)
Canada thistle (*Cirsium arvense*)
Diffuse knapweed (*Centaurea diffusa*)
Rush skeletonweed - control at 3500 ft. elevation and higher (*Chondrilla juncea*)
Hoary cress (*Cardaria draba*)
Lens-podded whitetop (*Cardaria chalapensis*)

Group 2 - Encourage the management/control of isolated populations of these species to prevent further spread in El Dorado County.

Brooms (Scotch - *Cytisus scoparius*, French - *Genista monspessulana* and Spanish - *Spartium junceum*)
Arundo/Giant reed (*Arundo donax*)
Fennel (*Foeniculum vulgare*)

Group 3 - Other species of concern; continue to increase public awareness and encourage control efforts on public and private lands.

Tree of Heaven (*Ailanthus altissima*)
Himalaya blackberry (*Rubus discolor*)
Puncture vine (*Tribulus terrestris*)
Pampasgrass (*Cortaderia selloana*)
Johnsongrass (*Sorghum halepenses*)
Yellow sweetclover (*Melilotus officinalis* (L.) Lam.)
White sweetclover (*Melilotus alba* Medic.)
Medusahead (*Taeniatherum caput-medusae*)
Goatgrass (*Aegilops triuncaialis*)
Italian thistle (*Carduus pycnocephalus*)
Hedge parsley/Beggar's lice/Velcro stickers (*Torilis nodosa*)
Bull thistle (*Cirsium vulgare*)
Tocalote (*Centaurea melitensis*)
Klamathweed (*Hypericum perforatum*)
Yellow starthistle (*Centaurea solstitialis*)



Cleveland Fire Spotted Knapweed

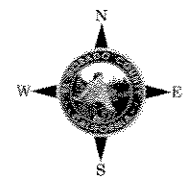
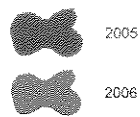
DISCLAIMER

THIS DEPICTION WAS COMPILED FROM UNVERIFIED PUBLIC AND PRIVATE SOURCES AND IS ILLUSTRATIVE ONLY. NO REPRESENTATION IS MADE AS TO ACCURACY OF THAT INFORMATION AND NONE MAY BE INFERRED. THEREFORE USERS MAKE USE TO THAT INFORMATION AT THEIR OWN RISK.





NOTES:

LAYER INFORMATION MAY COVER ADDITIONAL AREAS OUTSIDE OF THE DISPLAYED AREA

EL DORADO COUNTY DEPT. OF AGRICULTURE
PHONE (530) 621-4520



Legend

-  Euphorbia oblongata
-  Lepidium latifolium
-  ctyouthn
-  MjrRoads

□ Dorado County
Euphorbia oblongata
and
Lepidium latifolium
Populations

2006
Lepidium latifolium
0.989 Acres Gross
0.059 Acres Net

2006
Oblong Spurge
7.24 Acres Gross
1.77 Acres Net

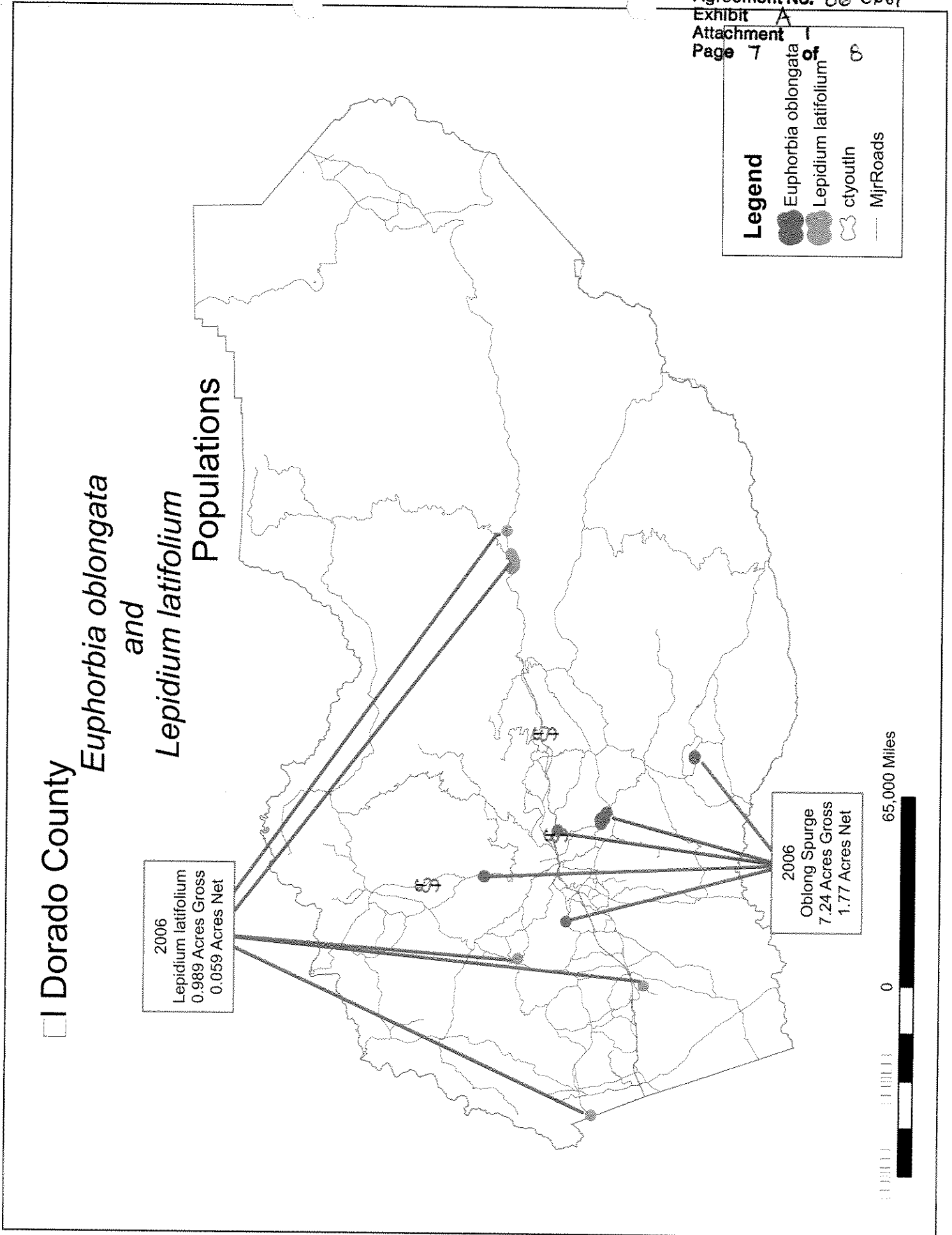
65,000 Miles

0

10000

20000

30000



Legend

-  ctyoutin
-  MjrRoads
-  Centaurea Solstitial

Yellow Starthistle Leading Edge

3500 Ft. Elevation

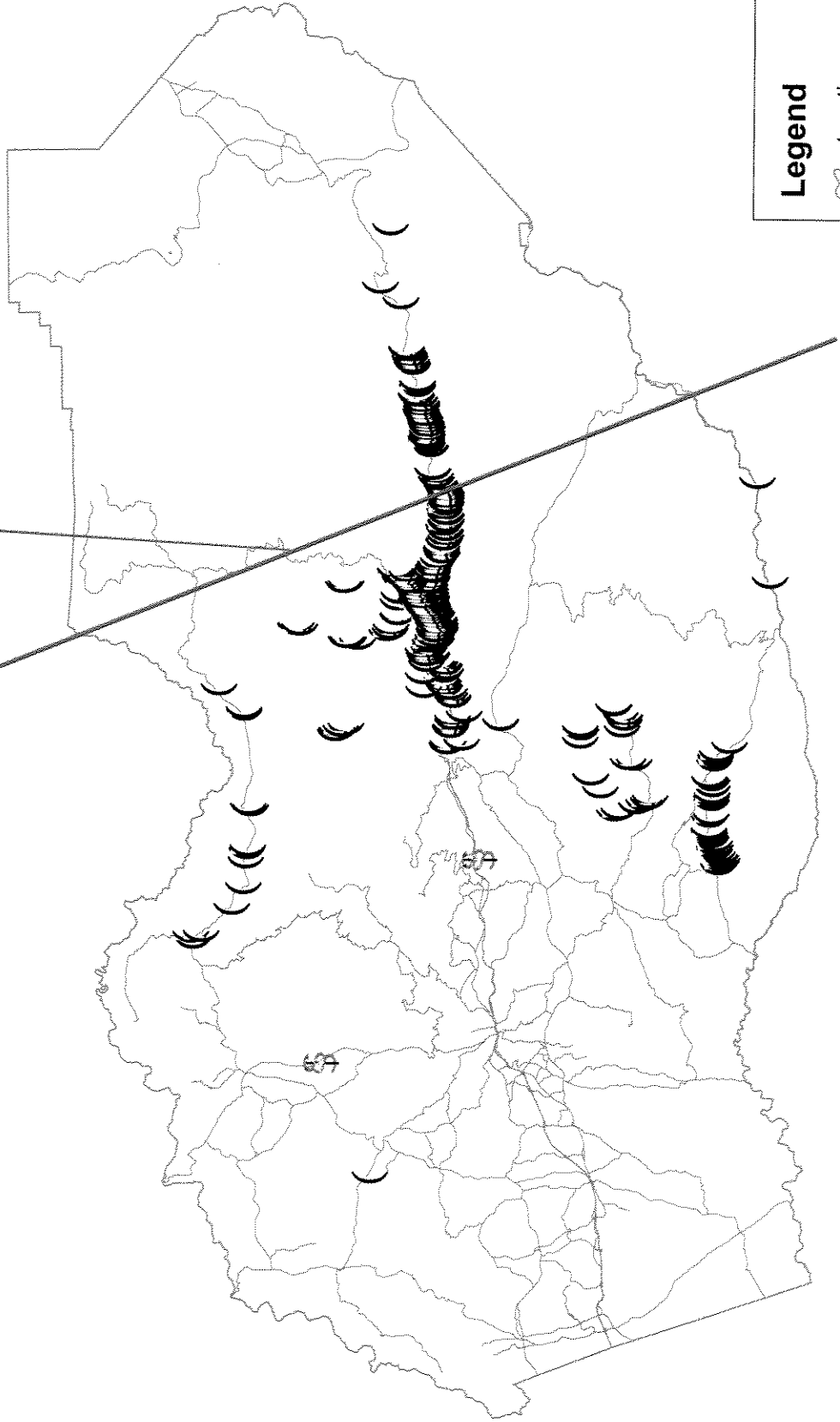


EXHIBIT B
(County Agreement)

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.

El Dorado County - Weed Management Area Proposed Budgets

Agreement No. 06-0667

Exhibit B

Attachment 1

Page 1 of 2

Project 1: SPK Control	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 Weed Crew – 880 hrs. X \$18.81/hour	\$1,504.80		\$7,524.00		\$7,524.00	
Ag Dept Ag Biologist – 150 hrs X \$43.83/hour		\$2,191.50		\$2,191.50		\$2,191.50
In-kind USFS and SPI Grant @ \$24,000				\$12,000.00		\$12,000.00
Subtotal Personnel Services	\$1,504.80	\$2,191.50	\$7,524.00	\$14,191.50	\$7,524.00	\$14,191.50
Operating Expenses						
GIS/GPS Usage @ \$5000		\$1,000.00		\$2,000.00		\$2,000.00
Herbicide @ \$800		\$200.00		\$300.00		\$300.00
Tool/Sprayer Use @ \$6000		\$2,000.00		\$2,000.00		\$2,000.00
Vehicle Mileage (3,211.34 mi. at \$0.485/mi.)		\$222.50		\$667.50		\$667.50
Contract Services – survey/eradication (\$978.75/day x 32 days)			\$15,660.00		\$15,660.00	
Subtotal Operating Expenses	\$0.00	\$3,422.50	\$15,660.00	\$4,967.50	\$15,660.00	\$4,967.50
Total Project 1	\$1,504.80	\$5,614.00	\$23,184.00	\$19,159.00	\$23,184.00	\$19,159.00
Project 2: YST Leading Edge						
	FY 2006/07	In-kind 06/07	FY 2007/08	In-kind 07/08	FY 2008/09	In-kind 08/09
Personnel Services						
Ag Dept Ag Biologist – 250 hrs. X \$43.83/hour		\$2,191.50		\$4,383.00		\$4,383.00
In-Kind - USFS, D.O.T., Caltrans, Sierra Pacific Industries Grant @ \$40,000				\$20,000.00		\$20,000.00
Subtotal Personnel Services	\$0.00	\$2,191.50	\$0.00	\$24,383.00	\$0.00	\$24,383.00
Operating Expenses						
GIS/GPS Usage @ \$5000		\$1,000.00		\$2,000.00		\$2,000.00
Herbicide @ \$800		\$200.00		\$300.00		\$300.00
Tool/Sprayer Use @ \$6000		\$2,000.00		\$2,000.00		\$2,000.00
Vehicle Mileage (3,211.34 mi. at \$0.485/mi.)		\$222.50		\$667.50		\$667.50
Contract Services – survey/eradication @ \$20,520	\$9,720.00		\$5,400.00		\$5,400.00	
Subtotal Operating Expenses	\$9,720.00	\$3,422.50	\$5,400.00	\$4,967.50	\$5,400.00	\$4,967.50
Total Project 2	\$9,720.00	\$5,614.00	\$5,400.00	\$29,350.50	\$5,400.00	\$29,350.50
Project 3: El Dorado County West Slope "A" and "B" eradication						
	FY 2006/07	In-kind 06/07	FY 2007/08	In-kind 07/08	FY 2008/09	In-kind 08/09
Personnel Services						
Ag Dept Weed Crew – 740 hrs. X \$18.81/hour	\$1,881.00		\$6,019.20		\$6,019.20	
Ag Dept Ag Biologist – 250 hrs. X \$43.83/hour		\$2,191.50		\$4,383.00		\$4,383.00
Subtotal Personnel Services	\$1,881.00	\$2,191.50	\$6,019.20	\$4,383.00	\$6,019.20	\$4,383.00
Operating Expenses						
GIS/GPS Usage @ \$5000		\$1,000.00		\$2,000.00		\$2,000.00
Herbicide @ \$800		\$200.00		\$300.00		\$300.00
Tool/Sprayer Use @ \$6000		\$2,000.00		\$2,000.00		\$2,000.00
Vehicle Mileage (3,211.34 mi. at \$0.485/mi.)		\$222.50		\$667.50		\$667.50
Prevention/BMP Brochure - development and design (Contract Services, UCCE - Program Representative + WMA partners 103.75 hrs @ \$32/hour)			\$1,320.00	\$2,000.00		
Detection/Identification Workshops (UCCE and WMA partners) @ \$6000		\$1,500.00		\$3,000.00		\$1,500.00

OKJ
4/3/07

Corrected 4/03/07
A.A. Schy

Prevention/BMP trainings and brochure distribution (Contract Services, UCCE - Program Representative 332.5 hrs @ \$32/hour) + WMA partners			\$2,640.00	\$4,000.00	Page 2 of 2	\$4,000.00
Pocket Weed Identification Guides - printing 500 at \$4 each	\$2,000.00					
Pocket Weed Identification Guides - printing 450 at \$4 each (CIPM grant)		\$1,800.00				
Prevention/BMP Brochure graphic design (\$500) and printing (1000 ct. @ \$2 each)			\$2,500.00			
Subtotal Operating Expenses	\$2,000.00	\$6,722.50	\$6,460.00	\$13,967.50	\$0.00	\$10,467.50
Total Project 3	\$3,881.00	\$8,914.00	\$12,479.20	\$18,350.50	\$6,019.20	\$14,850.50
Subtotal - All Projects	\$15,105.80	\$20,142.00	\$41,063.20	\$66,860.00	\$34,603.20	\$63,360.00
Administrative Costs - 10%	\$1,510.58	\$2,014.20	\$4,106.32	\$6,686.00	\$3,460.32	\$6,336.00
Totals	\$16,616.38	\$22,156.20	\$45,169.52	\$73,546.00	\$38,063.52	\$69,696.00

GRANT REQUEST TOTAL	
(do not include in-kind here):	\$99,849.42
Total In-Kind (all fiscal years):	\$165,398.20
Grand Total (all columns):	\$265,247.62

OKLJ
 4/3/07

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.