

EL DORADO COUNTY BOARD OF SUPERVISORS

AGENDA ITEM TRANSMITTAL

Meeting of September 12, 2006

AGENDA TITLE: California Department of Food and Agriculture Agreement for the detection of exotic insect pests on behalf of El Dorado and Alpine Counties

DEPARTMENT: Agriculture, Wts & Measures

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: William J. Stephans

DATE: 8/23/2006

PHONE: 5520

(M) W J Stephans

W J Stephans 8/31/06 C

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of Agriculture, Weights & Measures recommending the Chair be authorized to sign Agreement #06-0396 between the California Department of Food and Agriculture (CDFA) and El Dorado/Alpine Counties for the placement and servicing of traps for the detection of exotic insect pests that are considered hazardous to agriculture and to the economy of California in the amount of \$32,729.00 for FY 06/07. (Copy on file with Board Clerk.)

Retrospective as to term: department received this agreement on August 11, 2006.

Agmt available in Viewing packet & web

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Hill 9/1/06*

Financial impact? Yes No

Funding Source: Gen Fund Other

BUDGET SUMMARY:

Other: CDFA Agreement #06-0396

Total Est. Cost	\$32,729.00
Funding	
Budgeted	\$32,729.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$32,729.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

4/5's Vote Required Yes No
 Change in Policy Yes No
 New Personnel Yes No

CONCURRENCES:

Risk Management
 County Counsel
 Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

El Dorado County
Agricultural, Weights & Measures Department
Interoffice Memorandum

DATE: August 30, 2006

TO: Board of Supervisors *WJS*

FROM: William J. Stephans, Agricultural Commissioner/Sealer of Weights & Measures

**SUBJECT: CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
AGREEMENT FOR THE DETECTION OF EXOTIC INSECT PESTS ON
BEHALF OF EL DORADO AND ALPINE COUNTIES**

RECOMMENDATION:

The Department of Agriculture, Weights & Measures recommending the Chair be authorized to sign Agreement #06-0396 between the California Department of Food and Agriculture (CDFA) and El Dorado/Alpine Counties for the placement and servicing of traps for the detection of exotic insect pests that are considered hazardous to agriculture and to the economy of California in the amount of \$32,729.00 for FY 06/07. (Copy on file with Board Clerk.)

BACKGROUND/JUSTIFICATION:

The Department of Agriculture, Weights and Measures under this agreement is reimbursed by CDFA for placing and servicing traps for the detection of exotic insect pests and reports findings to the State on behalf of El Dorado and Alpine counties. The exotic insect pests targeted are those that are considered hazardous to agriculture and to the economy of California, such as the Gypsy moth, Japanese beetle, Mediterranean fruit fly, Oriental fruit fly, Melon fly, Mexican fruit fly, and the Olive fruit fly, to name a few. Also included in the agreement is delimitation detection work associated with detection of one or more life stages of the above targeted pests. Under the terms of this agreement, CDFA also provides all traps, trap parts, and lures to be placed throughout El Dorado and Alpine Counties which not only protects the agricultural production for the County but for the entire State.

REASON FOR DELAY: Department did not receive the Agreement from CDFA until August 11, 2006.

FISCAL IMPACT:

The funding for this program is included in the adopted FY 2006/07 budget. This contract will not change the Department's net county cost.

NET COUNTY COST:

There is no change to net county cost.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Board Chair signs 1st page and additional single page of CDFA Agreement #06-0396.
2. Board Clerk provides Department one (1) copy of Minute Order, as required by CDFA.
3. Once a fully-executable copy of Agreement #06-0396 is received from CDFA, Department will begin invoicing for work performed under the scope of work.

CONTRACT ROUTING SHEET

Date Prepared: 08/15/2006

Need Date: 08/29/2006

PROCESSING DEPARTMENT:

Department: Agriculture, Wts & Meas.
 Dept. Contact: Char Tim
 Phone #: x5521
 Department
 Head Signature: *[Signature]*

CONTRACTOR:

Name: CDFA
 Address: 1220 N Street, Room 115
Sacramento, CA 95814
 Phone: (916) 651-9939

CONTRACTING DEPARTMENT: NOT APPLICABLE

Service Requested: _____
 Contract Term: _____ Contract/Amendment Value: _____
 Compliance with Human Resources requirements? Yes: No:
 Compliance verified by: _____

X COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 8/21/06 By: *[Signature]*
 Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT

DATE	ATTORNEY	DEPT. / WIDE NO.	APPROVED	DISAPPROVED	DATE	BY
8/15/06	9.51	000	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		

X RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 8/22/06 By: *[Signature]*
 Approved: Disapproved: Date: _____ By: _____

AUG 21 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
 Approved: Disapproved: Date: _____ By: _____
 Approved: Disapproved: Date: _____ By: _____

AGREEMENT NUMBER 06-0396
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: July 1, 2006 Through June 30, 2007
3. The maximum amount of this Agreement is: \$32,729.00
 Thirty-Two Thousand Seven Hundred Twenty-Nine 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
Attachment 1	2 Page(s)
Attachment 2	
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:	
<input checked="" type="checkbox"/> Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement)	1 Page(s)
<input type="checkbox"/> Exhibit E*-Special Terms and Conditions	Page(s)

5. Name of Program: Pest Detection/Emergency Projects

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)	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
311 Fair Lane, Placerville, CA 95667-4195		
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: DGS Ltr 28.5

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County shall provide all labor, supplies and materials necessary for the placement and servicing of traps for the detection of exotic insect pests that are considered hazardous to agriculture and to the economy of California. Those insect pests may include, but are not limited to, the detection of the Gypsy Moth, Japanese Beetle, Mediterranean Fruit Fly, Oriental Fruit Fly, Melon Fly, Mexican Fruit Fly, and other miscellaneous fruit flies such as the Olive Fruit Fly. This agreement includes delimitation detection work associated with detection with one or more life stages of the above targets pests in the county.

Services shall be performed in and throughout the County of El Dorado/Alpine, Monday through Friday, during normal business hours of 8:00 a.m. - 5:00 p.m., excluding State Holidays.

2. The contract managers for this Agreement are:

FOR CDFA:		FOR CONTRACTOR:	
Name:	Joan Scheiman	Name:	William Stephans
Section/Unit:	Pest Detection/Emergency Projects	Section/Unit:	Agricultural Commissioner
Address:	1220 N Street, Room A-330	Address:	311 Fair Lane
City/Zip:	Sacramento, CA 95814	City/Zip:	Placerville, CA 95667-4195
Phone:	916/654-1211	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

CONTRACT SPECIFICATIONS FOR STATE/COUNTY INSECT PEST DETECTION TRAPPING

Agency Responsibility

The California Department of Food and Agriculture (CDFA) shall:

- A. Provide all traps, trap parts, and lures.**
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.**
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY-Commitment Form, which is attached hereto and made a part of this agreement.**
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide.**
- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.**
- F. Provide for the disposal of Dibrom treated wicks according to CA-EPA guidelines.**

The County Agricultural Commissioner Shall:

- A. Place and service the minimum number of each trap type specified on the Commitment Form. Trap densities, trapping periods, and servicing schedules, shall conform with those specified in the CDFA Insect Trapping Guide under "Definitions" for individual county situations. Ensure that all trapping procedures and protocols adhere to those outlined in the Insect Trapping Guide. A copy of the Insect Trapping Guide shall be kept in the trapper's vehicle for reference.**
- B. Ensure that all deployed traps are numbered and dated at each servicing, indicating when rebaited. Trapping activities, including seasonal hiring and training (see trapping activities defined under "Definitions" in the Insect Trapping Guide) will start on the dates shown below. Traps will be removed on their final servicing prior to the end of the season, but not later than the dates shown below.**
- C. Ensure that Medfly and Oriental Fruit Fly traps are serviced every 14 days; July 1, 2006 to October 31, 2006, and May 1, 2007 to June 30, 2007.**

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

- D. Ensure that Melon Fly traps are serviced every 14 days: July 1, 2006 to October 31, 2006, and June 1, 2007 to June 30, 2007.**

- E.* Ensure that Gypsy Moth and Japanese Beetle traps are serviced every 14 days: July 1, 2006 to August 30, 2006 and June 1, 2007 to June 30, 2007, or as determined by the CDFA District Entomologist and noted on the annual Commitment Form (60-221). Gypsy Moth traps located in remote areas may be placed in the spring and recovered in the fall with no interim servicing.**
- F. Send trapping personnel to training provided by state detection entomologists.**
- G. Make a monthly report to the State on Form 66-035 (Rev. 6/94) (Pest Detection Report Number 1) of all traps deployed and serviced during the month. Report all traps added or removed and the total number of servicings during the month. Do not count trap relocations as “removed and then “added”. A servicing is an inspection of the trap for the presence of the target pest. THIS REPORT MUST BE SUBMITTED WITH THE MONTHLY INVOICE FOR THE SAME TIME PERIOD.**
- H. Provide one set of trapping records for all traps. This set, in the form of a “trap book” will indicate the exact trap location using a site map and all information regarding servicing, baiting, and relocation of traps.**
- I. Maintain county wall maps with numbered square-mile grids, depicting density of all traps deployed.**
- J. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines including any specified county commitment trap lines.**
- K. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.**
- L. Maintain an inventory of known fruit fly host sites. The inventory shall be organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.**
- M. Maintain on a daily basis a form 60-210 (Daily Trapping Summary) for each trapper. This form will be made available to the district entomologist for review for an 18-month period.**
- N. Submit a completed form 60-223 (Trapping Hours/Year Worksheet) along with the budget display for each fiscal year trapping program. Form 60-223 will be prepared by using the Standard Trap Servicings per season form.**
- O. Those counties generating Dibrom treated wicks (Oriental Fruit Fly and Melon Fruit Fly detection traps) will possess a CAI number issued by the California Environmental Protection Agency (CAL-EPA).**
- P. Invoices submitted for months outside of the specifically listed trapping season must be for trapping related activities such as, but not limited to, map up-dating, pre-season training, or post-season wrap-up.**
- * The trapping period in portions of mountainous or northern counties may differ from that stated by prior agreement with the California Department of Food and Agriculture.**

State of California
 Department of Food and Agriculture
 Plant Health and Pest Prevention Services

PEST DETECTION/EMERGENCY PROJECTS

FY 2006 / 2007 COMMITMENT FORM

AGRICULTURAL COMMISSIONER William Stephens	COUNTY El Dorado/Alpine
DETECTION SPECIALIST Mark Lubinski	DATE 2/23/2006

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	75	/ 0	75	/ 0
McPHAIL TRAP	MP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	4	/ 0	4	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	20	/ 0	20	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	20	/ 0	20	/ 0
GYPSY MOTH	GM	40		207		247	
JAPANESE BEETLE	JB	15		20		35	
MISCELLANEOUS:							
	Apple Maggot	0		0		0	
	Boll Weevil	0		0		0	
	European Corn Borer	0		0		0	
	European Pine Shoot Moth	0		0		0	
	Khapra Beetle	0		0		0	
	Scientific Evaluation - citrus	0		0		0	
	Scientific Evaluation - grapes	0		0		0	
	Remote Back Country GM	40		91		131	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

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

MEMORANDUM

DATE: April 19, 2006

TO: Joan Scheiman

Pest Detection/Emergency Projects

California Dept. of Food and Agriculture

FROM: Bill Stephans

Agricultural Commissioner/Sealer

SUBJECT: 2006/2007 PEST DETECTION TRAPPING BUDGET/EL DORADO-ALPINE COUNTIES

Following is the budget for the 2006/2007 Pest Detection Trapping Contract for El Dorado/Alpine Counties:

A. PERSONNEL

1. Salaries/Benefits 25,094.44

2. Overhead 6,273.61

SUB-OBJECT **TOTAL**
PERSONNEL: 31,368.05

B. VEHICLE OPERATION 1,360.95

TOTAL STATE CONTRACT \$32,729.00

PEST DETECTION AND TRAPPING

2006/2007 WORKPLAN

A. PERSONNEL

1 Trapper - Agricultural Biologist I

1 Trapper - Sr. Agricultural Biologist

1 Supervisor - Assistant Agricultural Commissioner

1 Administrative Technician

HOURS REQUIRED

Position	Hours	Salary	Base Salary
Trapping	485	21.72	10,534.20
Trapping Remote*	180	32.23	5,801.40
Supervisor	30	59.64	1,789.20
Administrative	14	33.12	463.68
Sub Total	709		18,588.48

**91 Gypsy Moth Traps Remote Survey - 180 Hours*

SUB TOTAL 18,588.48

Trapper	21.72	29.32
Trapper Remote	32.23	43.51
Supervisor	59.64	80.51
Administrative	33.12	44.71

STAFF BENEFITS = 35% 6,505.96

ADMINISTRATIVE OVERHEAD = 25% 6,273.61

TOTAL PERSONNEL EXPENSES 31,368.05

B. VEHICLES

County Vehicle	
4002.79 Miles @ .34 per mile	\$ 1,360.95

1,360.95

TOTAL EXPENSES: \$32,729.00

TOTAL CONTRACT AMOUNT: \$32,729.00

**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.