

Beach Safety Program
Funding Agreement No. 11-010

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

FUNDING AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
SANTA BARBARA COUNTY

FUNDING AGREEMENT NUMBER: 11-010

FOR A GRANT FOR BEACH SAFETY PROGRAM FOR MONITORING WATER QUALITY

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FOR A GRANT FOR BEACH SAFETY PROGRAM FOR MONITORING WATER
QUALITY

THIS AGREEMENT is entered into between the State of California Department of Public Health herein referred to as "State", and Santa Barbara County, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as "County", which parties do hereby agree as follows:

SECTION 1. PURPOSE OF FUNDING

This Agreement provides funding in the form of a grant made by State to the County. The purpose of the funding is to enable County to implement the Beach Safety Program for monitoring water quality at public beaches, in accordance with the Scope of Work, which is attached hereto as Attachment 1, herein referred to as the "Project". Funds may be used only for such eligible project costs as are approved by State.

County is solely responsible for the completion of the Project; and for all persons or entities engaged in such work, including but not limited to contractors, subcontractors, and providers of services. Review or approval of plans or other documents by State is solely for the purpose of proper administration of the funds by State and shall not be deemed to relieve or restrict County's responsibility.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

This Agreement incorporates by this reference Attachment 1, "Scope of Work;" Attachment 2, "Invoice Form;" Attachment 3, "Final Release Form;" Exhibit A, "Standard Conditions;" Exhibit B, "Special Terms and Conditions;" Exhibit F, "Travel Reimbursement Information;" County's application for funding; and any attachments to said documents.

County accepts and agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto.

SECTION 3. GRANT FUNDING

1) Subject to the availability of funds and in accordance with the terms of this Agreement, State will provide grant funding to County in an amount not to exceed:

\$51,361.00

2) The Grant funding shall be used for professional and consultant services to perform sample collection, analysis and reporting required by the County's beach safety monitoring program.

SECTION 4. REQUIREMENTS FOR DISBURSEMENT

Not later than sixty (60) days following Date of Execution of this Agreement, County shall satisfy all conditions precedent to the disbursement of funds under this Agreement, including Basic Conditions Precedent as set forth in Article A-3 of the Standard Conditions. Failure by County to satisfy said conditions and requirements by this date may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions and/or declaration that County is in default pursuant to Article A-23 of the Standard Conditions.

SECTION 5. SPECIAL TERMS AND CONDITIONS

County shall satisfy the special terms and conditions set forth in Exhibit B. Failure by County to timely satisfy the special terms and conditions may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions, and/or declaration that County is in default pursuant to Article A-23 of the Standard Conditions.

SECTION 6. PROJECT OFFICIALS AND NOTICES

State's Grant Administrator shall be the Chief, Environmental Health Services Section, Environmental Management Branch, Division of Drinking Water and Environmental Management, California Department of Public Health. All communications given to State's Grant Administrator shall be deemed given to State.

State's Grant Administrator shall be State's representative for administration of this Agreement, and shall have authority to make recommendations and findings with respect to each controversy arising under or in connection with this Agreement. All such recommendations and findings shall be communicated to the Chief, Division of Drinking Water and Environmental Management of the California Department of Public Health, and disputes shall be resolved in accordance with Article A-21 of the Standard Conditions.

County's Grant Administrator shall be its Director. County's Grant Administrator shall be County's representative for administration of this Agreement. All communications given to County's Grant Administrator shall be deemed given to County.

Either party may change its Grant Administrator upon written notice to the other party.

Notices required to be given in writing by County under this Agreement shall be sent to:

Robin Belle Hook, Environmental Health Services
Section Chief, Environmental Management Branch,
Division of Drinking Water and Environmental
Management,
California Department of Public Health
1616 Capitol Avenue, MS 7404
Post Office Box 997377
Sacramento, California 95899-7377

Notices required to be given in writing by State under this Agreement shall be sent to:

Jennifer Bernstein, Director
Santa Barbara County Public Health
225 Camino del Remedio
Santa Barbara, CA 93110

A change of address for delivery of notice may be given by written notice to the other party.

All written notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its Grant Administrator and for County by its Grant Administrator. Except as otherwise expressly required by this Agreement, all such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

SECTION 7. ENFORCEMENT

Any enforcement action, arising out of or relating to this Agreement, may be brought by State or any agent thereof.

SECTION 8. 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's amendment to Contractor to reflect the reduced amount.

SECTION 9. MISCELLANEOUS PROVISIONS

ATTORNEY FEES

In the event either party commences an action or proceeding concerning the subject matter of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorney fees incurred therein.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

CHILD SUPPORT COMPLIANCE ACT

County acknowledges that it is the policy of this state that anyone who enters into a contract with a state agency shall recognize 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. County further acknowledges that to the best of its knowledge it 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 Employment Development Department.

LEGAL CAPACITY

County hereby warrants and represents that it is a legal entity in good standing, and that it has the authority to enter into this Agreement.

County shall notify State as promptly as feasible of any proposed change in County's ownership, organization, legal form or service area.

VENUE

The parties agree that venue of any action between the parties arising out of this Agreement, including disputes that may arise following termination of the Agreement, shall be County of Sacramento, State of California.

DATE OF EXECUTION

Date of Execution of this Agreement is the date of the latest in time execution by a party hereto.

GRANTEE REPRESENTATIONS

The Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH

By _____
Signature

By _____
Signature

Print Name

Print Name

Title

Title

Date _____

Date _____

SANTA BARBARA COUNTY

By _____
Signature

Print Name

Title

Address

City, State, Zip

Date _____

EXHIBIT A

STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever in this Agreement the following terms are used, their meaning shall be as follows unless the context clearly requires otherwise:

Agreement--The Funding Agreement to which this Exhibit A "Standard Conditions" is appended.

Days--Calendar days unless otherwise expressly indicated.

Month--Calendar month unless otherwise expressly indicated.

Year--Calendar year unless otherwise expressly indicated.

Eligible Project Costs – Costs to perform the work described in this Agreement.

Grant Amount--The total amount disbursed to County under this Agreement.

ARTICLE A-2. TERM OF AGREEMENT

Subject to the provisions of Article A-7, this Agreement shall become effective on the Date of Execution and shall remain in effect until the Project Completion Date, determined in accordance with the provisions of Article A-8. Such period of time shall be the term of this Agreement.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT State shall have no obligation to disburse funds under this Agreement unless and until:

(a) County has provided satisfactory documentation of the action taken by its governing body authorizing it to enter into this Agreement, and designating a representative to execute this Agreement and to sign an invoice for disbursement of funds.

(b) County has complied with Special Condition B-4.

ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, AND PERMIT REQUIREMENTS

County shall at all times comply with, and require its contractors and subcontractors to software breach with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, permits, and ordinances.

ARTICLE A-5. PROHIBITION OF INDIRECT COSTS.

County may not use any funds for any indirect costs. "Indirect costs" means those costs that are incurred for a common or joint purpose benefitting more than one cost objective and are not readily assignable to the Project. Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the County; accounting and personnel services performed with the County organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining facilities; tuition and conference fees; and generic overhead or markup. Any invoice submitted that includes Indirect Costs will cause that invoice in its entirety to be disputed and the invoice will not be paid until the dispute is resolved. This prohibition applies to the County and any subcontract or sub agreement for work on the Project that will be reimbursed with funds pursuant to this Agreement.

ARTICLE A-6. DISBURSEMENTS BY STATE

(a) Invoices

County shall request disbursement by submitting to State an invoice(s) for incurred Eligible Project Costs. The invoice shall be provided in the form of Attachment 2 to this Agreement. An invoice shall not be submitted more frequently than once a month but no less frequently than quarterly. Invoice submission shall commence not later than six months following Date of Execution of this Agreement. Each invoice shall include a statement of Eligible Project Costs that have been incurred for work performed on the Project during the period identified in the particular invoice.

(b) Disbursements

Following the review and approval of an invoice by State, it will disburse to County an approved amount, subject to any retention requirements specified in Exhibit B, Special Terms and Conditions, and subject to the availability of funds. Any and all funds disbursed to County under this Agreement, and any and all interest earned by County on such funds, shall be used solely to pay Eligible Project Costs.

(c) Rejection of Invoices

An invoice may be rejected by State if:

- (1) it is submitted without signature;
- (2) it is submitted under signature of a person other than County's duly authorized representative;
- (3) County fails to timely submit a final invoice within the time period specified in Article A-6(f);

State will notify County of any invoice so rejected, and the reasons therefore.

(d) Correction of Invoices

An invoice containing a mathematical error will be corrected by State, after telephone notification to County, and will thereafter be treated as if submitted in the corrected amount. State will confirm correction of the error, to County, in writing.

(e) Adjustments to Invoices

If upon review of an invoice, State determines that any portion or portions of the costs claimed are ineligible to be funded under the Act, State law, regulations, or the terms of this Agreement, State will notify County, by certified or registered mail, of its determination concerning County's failure to adequately document costs as Eligible Project Costs. County may, within thirty (30) days of the date of receipt of such notice, submit additional documentation or evidence to cure such deficiency(ies). If County does not submit additional information, or if State determines such additional information to be inadequate, State will adjust the pending invoice by the amount of the ineligible cost(s).

County may submit additional documentation or evidence, and resubmit any such rejected costs on a subsequent invoice.

(f) Final Invoice and Disbursement

Not later than December 31, 2011, County shall submit a final invoice. With the final invoice, County shall provide:

- (1) A certification by County's Grant Administrator that the data disclosed is true and correct;
- (2) A fully executed "Final Release" in the form of Attachment 3 to this Agreement.

Should County fail to make the full disclosure and certification required by part 1 of this paragraph (f), the project may be referred to the California Department of Finance for a full project audit.

(g) Travel

If travel is a reimbursable expense, receipts must be maintained to support the invoiced expenditures, and County must comply with all requirements of Exhibit F entitled "Travel Reimbursement Information."

ARTICLE A-7. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE AND
CANCELLATION OF AGREEMENT

(a) Conditions for Withholding

If State determines that the Project is not being carried out substantially in accordance with the provisions of this Agreement or that County has failed in any other respect to comply with the terms and conditions of this Agreement, State may give written notice of such failure to comply. If County does not cure any such failure to State's satisfaction within thirty (30) calendar days of receipt of such notice, State may withhold from the County all or any portion of the grant funding and take any other action that it deems necessary to protect its interests, including but not limited to declaring County in default as set forth in Article A-23, or canceling this Agreement pursuant to Subpart (b) of this Article A-7.

(b) Withholding Entire Grant Amount

If State determines to withhold the entire Grant Amount from County pursuant to Subpart (a) of this Article A-7, notice of such a determination shall constitute a notice of cancellation of this Agreement, and this Agreement shall no longer be binding on any party hereto. Said Notice of Cancellation shall be sent to County by certified or registered mail, and shall be effective upon receipt.

(c) Withholding Balance of Grant Amount

When a portion of the grant amount has been disbursed to County and State determines to withhold funding, State will notify County in writing, via certified or registered mail, that State is withholding the balance of the funding from County, pursuant to Subpart (a) of this Article A-7. In such event, County will be deemed to be in default and subject to the provisions of Article A-23.

ARTICLE A-8. TIMING OF PROJECT

(a) County agrees to proceed expeditiously, and shall complete the Project no later than **December 31, 2011**. County's failure to complete the project by said date may, at the option of State, be considered a material breach of this Agreement and may be treated as a default under Article A-23.

ARTICLE A-9. COUNTY'S CONTRACTS

County shall be solely responsible for resolution of any and all disputes arising out of or related to County's contracts for the Project.

ARTICLE A-10. AUDIT AND INSPECTION OF BOOKS AND RECORDS

(a) Upon execution of this Agreement and until 3 years following final disbursement under this Agreement, pursuant to Government Code Section 8546.7, the County shall be subject to the examination and audit by State or any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period whichever shall later occur. All records of County relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.

(b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by County to comply with this provision shall be considered a substantial failure to comply with this Agreement, State may declare County in default as set forth in Article A-23, withhold disbursements to County, or take any other action it deems necessary to protect its interests.

ARTICLE A-11. REMITTANCE OF FUNDS BY COUNTY

Within thirty (30) days following the date of final disbursement of funds, County shall remit to State any funds that were disbursed under this Agreement and were not utilized to pay Eligible Project Costs. Such funds will not be included in the Grant Amount.

ARTICLE A-12. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENTS

(a) Separate Accounting of Grant Disbursements

County shall account for the funds disbursed pursuant to this Agreement separately from all other County's funds. County shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. County shall keep complete and accurate records of all receipts, disbursements, and interest earned on such funds.

County shall require its agents, contractors and subcontractors to maintain books, records, and other documents pertinent to their work in accordance with Generally Accepted Accounting Principles. Such records shall be subject to inspection by State at any and all reasonable times.

(b) Disposition of Funds Disbursed

In addition to specific requirements set forth in this Agreement, all funds disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to all provisions of law applicable to County.

(c) Interim and Final Audits

In addition to the provisions of Article A-10, at any time following execution of this Agreement and until completion of the Project, or final disbursement whichever shall occur last, State reserves the right to conduct an audit of County's disposition of all funds disbursed under this Agreement. After completion of the Project, State may require County to conduct a final audit, at County's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant.

Failure or refusal by County to comply with these provisions shall be considered a substantial breach of this Agreement.

ARTICLE A-13. INSPECTIONS OF PROJECT BY STATE

State shall have the right but not the duty to inspect the work being performed on the Project at any and all reasonable times during the term of this Agreement. This right shall extend to any subcontracts, and County shall include provisions ensuring such access in all its contracts or subcontracts related to the Project.

ARTICLE A-14. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, County, its contractors and subcontractors, shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. County, its contractors and subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

County, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

By signing this Agreement, County assures State that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Agreement as the "anti-discrimination laws".

County agrees to collect and maintain information to show compliance with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.

County, its contractors and subcontractors shall give written notice of their obligations under this Article to labor organizations with which they have a collective bargaining or other agreement.

County's signature on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that County has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

County shall include the nondiscrimination and compliance provisions of this Article A-15 in all contracts and subcontracts to perform work on the Project.

ARTICLE A-15. WORKERS' COMPENSATION CLAUSE

County affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and County affirms that it will comply with such provisions before commencing performance of work under this Agreement and will make its contractors and subcontractors aware of this provision.

ARTICLE A-16. SUCCESSORS AND ASSIGNS

This Agreement and all of its provisions shall inure to the benefit of, apply to, and bind the heirs, successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof by County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

ARTICLE A-17. STATE TO BE HELD HARMLESS

County shall indemnify, hold harmless, protect and defend State and its officers, employees, agents and representatives from any loss, suit, action or claim brought for, or on account of any violation of law, ordinance, rule, or regulation, or any injury, damage, or loss, including death, caused by acts or omissions of County, its employees, contractors, or agents; or in any way arising from, or related to the Project.

ARTICLE A-18. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive, and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE A-19. AMENDMENTS

This Agreement may be amended only by mutual written agreement signed by the parties hereto. Requests by County for amendments must be in writing stating the amendment request and the reason for the request.

ARTICLE A-20. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

ARTICLE A-21. DISPUTE CLAUSE

Any dispute that County may have regarding the performance of this Agreement including, but not limited to, invoices for additional disbursements of funds or extension of time, shall be submitted to State's Grant Administrator identified in Section 10 of this Agreement. State's Grant Administrator may make findings and recommendations and transmit a copy of the invoice and any such findings and recommendations to the California Department of Public Health, Chief, Division of Drinking Water and Environmental Management, who shall make a decision on such dispute which decision shall be in writing and transmitted to County by certified or registered mail. Said decision shall be final and conclusive.

ARTICLE A-22. PERFORMANCE AND ASSURANCES

County agrees to faithfully and expeditiously perform or cause to be performed all Project work as submitted and approved, or as later amended and approved by State under this Agreement and to apply funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law.

ARTICLE A-23. DEFAULT PROVISIONS

(a) County will be in default under this Agreement if any of the following occur:

- (1) County's failure to make any remittances required by this Agreement;
- (2) County's substantial breach of this Agreement, or any supplement or amendment to it;
- (3) County's making of any false warranty, representation, or statement with respect to this Agreement or the Project;
- (4) Dissolution or cessation of operations by County, termination of County's existence, insolvency of County, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of County.

(b) When an event of default occurs, State may give County notice of default. County shall have thirty (30) calendar days from the date of such notice to cure the default. If County fails to timely cure the default to the satisfaction of State, then State may do any or all of the following:

(1) Declare that any and all amounts disbursed to County under the terms of this Agreement shall be deemed an obligation of County and due and payable to State;

(2) Declare County's obligations immediately due and payable, with or without demand or notice to County, which County expressly waives;

(3) Terminate any obligation of State to make further disbursements to County under this Agreement;

(4) Perform any of County's obligations under this Agreement for County's account; and/or

(5) Take any other action it deems necessary to protect its interests.

(c) County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to State as a result of a breach of agreement by County, whether such breach occurs before or after completion of the Project.

(d) No waiver by State of any breach or default will be a waiver of any other breach or default.

ARTICLE A-24. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, County hereby certifies under penalty of perjury under the laws of the State of California that County will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

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

(b) Establish a Drug-Free Awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;

(2) The person's or organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation and employee assistance programs;

(4) Penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the Project:

(1) Shall be issued a copy of County's drug-free policy statement;

(2) Shall agree to abide by terms of County's statement as a condition of employment on the Project.

This Agreement may be subject to suspension of payments or termination, or both, and County may be subject to debarment if State determines that: (1) County has made a false certification, or (2) County has violated the certification by failing to carry out the requirements of this Article A-24.

ARTICLE A-25. CONFLICT OF INTEREST--CURRENT AND FORMER STATE EMPLOYEES

(a) Current State Officers and Employees:

(1) County shall not utilize in the performance of this Agreement any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.

(2) If any state officer or employee is utilized or employed in the performance of this Agreement, County shall first obtain written verification from State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three (3) years after the termination of this Agreement.

(3) County may not accept occasional work from any currently employed state officer, employee, or official.

(4) If County accepts volunteer work from any currently employed state officer, employee, or official, County may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of County.

(5) County shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.

(6) County or anyone having a financial interest in the Agreement may not become a state officer, employee, or official during the term of this Agreement. County

shall notify each of its employees, and any other person having a financial interest in this Agreement that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this Agreement unless any relationship with the County giving rise to a financial interest, as an employee or otherwise, is first terminated.

(7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

(b) Former State Officers and Employees:

(1) County shall not utilize in the performance of this Agreement any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision making process relevant to the Agreement while employed in any capacity by any state agency or department. This prohibition shall apply for a two (2) year period beginning on the date the person left state employment.

(2) County shall not utilize within twelve (12) months from the date of separation from services, a former employee of the contracting state agency or department if that former employee was employed in a policy making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to the employee leaving state service.

ARTICLE A-26. ADDITIONAL INSURED

County agrees that for any policy of general liability insurance concerning the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing State, its officers, agents, employees, and servants as additional insureds; and shall provide State with a copy of all such certificates prior to the commencement of construction of the Project.

ARTICLE A-27. PROHIBITED USE OF STATE FUNDS FOR SOFTWARE

County certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

ARTICLE B-1.

The County certifies that this is a Project to restore and protect the water quality and environment of coastal waters, estuaries, bays and nearshore waters, or groundwater.

ARTICLE B-2.

The County certifies that this Project is intended to produce sustained, long-term water quality or environmental restoration or protection benefits for a period of twenty (20) years.

ARTICLE B-3.

The County certifies that this Project is intended to address the causes of degradation, rather than symptoms.

ARTICLE B-4.

County certifies that it has an existing Beach Safety Program For Monitoring Bacterial Water Quality at Public Beaches (hereinafter, Monitoring Program), and an approved Plan For Monitoring Bacterial Water Quality at Public Beaches (hereinafter, Monitoring Plan), and that it will conduct the monitoring activities required by this Agreement, including all sampling and reporting, in accordance with the approved Monitoring Plan.

ARTICLE B-5.

The County shall conduct a Monitoring Plan that will do all of the following:

- a. Identify the nonpoint source or sources of pollution to be prevented or reduced by the Project.
- b. Describe the baseline water quality or quality of the environment to be addressed.
- c. Describe the manner that the Project will prevent or reduce pollution and demonstrate desired environmental results.

ARTICLE B-6.

The County in good faith represents that this Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the State Water Resources Control Board, the applicable Regional Water Quality Control Boards, and the California Coastal Commission.

ARTICLE B-7.

Upon completion of the Project, the County shall submit a report to the State, which may be in the format suggested by the State, that summarizes the completed activities and indicates whether the purposes of the Project have been met. The report shall include information collected by the County in accordance with the Project monitoring and reporting plan, including a determination of the effectiveness of the Project in preventing or reducing pollution.

ARTICLE B-8.

Within one month of completion of the Project, County shall complete the Natural Resource Project Inventory (NRPI) Project Survey at <http://www.ice.ucdavis.edu/nrpi> for that County.

ARTICLE B-9.

County agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State.

ARTICLE B-10.

County shall submit one (1) copy of all documents requested to the CDPH Program at the address stated in Section 8 of this Agreement.

EXHIBIT B-11.

If a permit(s) is required, the County will obtain the permit and submit a signed copy to the State prior to beginning the Project.

EXHIBIT B-12.

The County shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State

Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

ARTICLE B-13.

Notwithstanding any other provision of this Agreement, the County agrees that the State may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

ARTICLE B-14.

Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

ARTICLE B-15.

In the event that any breach by the County of any of the provisions of this Agreement results in the loss of tax exempt status for any state bonds, or if such breach shall result in any obligation on the part of the State of California to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State of California due to such breach.

ARTICLE B-16.

This County certifies that this Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.

ARTICLE B-17.

The County shall notify the State at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State or any other persons it selects to attend, including but not limited to, representatives of State Water Resources Control Board.

ARTICLE B-18.

The County agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The County may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgment of credit to the State Water Resources Control Board for financial support. The County shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who it knows or should know intends to utilize the materials for any profit-making venture.

Attachment 1
Scope of Work

1. Service Overview

- A. County agrees to perform beach water quality monitoring and public notification services.
- B. County agrees to provide to the State Water Resources Control Board (SWRCB) all locational data, monitoring data, and notification data of the Safety Program For Monitoring Bacterial Water Quality at Public Beaches in accordance with procedures established by SWRCB's Beach Watch Program. County shall identify Global Positioning Systems (GPS) data for all monitoring.
- C. County agrees to submit to the SWRCB the surveys described in Health and Safety Code Section 115910, subdivisions (a) and (b), and in the form described in those subdivisions, unless SWRCB notifies County of alternate requirements.

2. Service Location

The services shall be performed in the County geographic region.

3. Service Hours

The services shall be provided during normal County working hours, Monday through Friday, excluding State and national holidays.

Final Release

Definitions: As used in this release "Funding Agreement" refers to that certain State of California Department of Public Health (CDPH) Funding Agreement identified in paragraph 2 below. "Final invoice" refers to "final claim" as used in said Funding Agreement. "County" refers to the party identified as "County" in said Funding Agreement.

1. Instructions to County:

With your final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind County. The additional copy may bear photocopied signatures.

2. Submission of Final Invoice

Pursuant to Funding Agreement number 11-010 entered into between CDPH and the County (identified below), the County does acknowledge that final payment has been requested via invoice number _____, in the amount of \$ _____ and dated _____.

3. Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number referenced above, County does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

4. Repayments Due to Audit Exceptions / Record Retention

By signing this form, County acknowledges that expenses authorized for reimbursement do not guarantee final allowability of said expenses. County agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Funding Agreement.

5. Other Issues

By signing this form, County further agrees, in connection with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Funding Agreement, including, but not limited to, those provisions relating to notification to the State and related to resolution of disputes and the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

County's Legal Name (as on Agreement)

Signature of County

Date: _____

Printed Name/Title of Person Signing

CDPH Distribution: Accounting (Original) Program (Copy): Division of Drinking Water and Environmental Management