

Board of Supervisors

Attachment for:

Agreement between the California Department of Food and Agriculture and the Santa Barbara County Agricultural Commissioner's Office for various Weed Management Area projects.

Agreement No. 08-0326

APPROVED AS TO FORM:
COUNTY COUNSEL

By Celeste E. Anderson
Deputy County Counsel

INSURANCE APPROVAL:

By Mananne Rauer
Risk Management

APPROVED AS TO FORM:
AUDITOR-CONTROLLER

By: Mark A. Rauer

AGREEMENT NUMBER 08-0326
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 SANTA BARBARA

2. The term of this

Agreement is: January 1, 2009 Through December 31, 2009

3. The maximum amount

\$16,758.00

of this Agreement is: Sixteen Thousand Seven Hundred Fifty Eight Dollars and No Cents

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

Exhibit A – Scope of Work
 Attachments

1 Page(s)
 6 Page(s)

Exhibit B – Budget Detail and Payment Provision
 Attachments

1 Page(s)
 1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307

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: Weed Management Area

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

CONTRACTOR

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

COUNTY OF SANTA BARBARA

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

263 Camino del Remedio, Santa Barbara, CA 93110

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, CONTRACTS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

*California Department of General
 Services Use Only*

Exempt per: DGS Letter 28.5

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Project One: Gaviota Coast Artichoke Thistle Project. Project Two: Yellowstar Thistle Roadside and Cost Share Program. Project Three: Lookout Park Arundo Project Assistance (Alternative). Project Four: Pampas Grass Local Eradication on Jalama Road (Alternative).

All correspondence and invoices must have the CDFA Contract Number 08-0326 listed.

2. The contract managers for this Agreement are:

FOR CDFA THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Terrance Lorick	Name: David Chang
Section/Unit: PHPPS/IPCB	Section/Unit: Santa Barbara County Department of Agriculture
Address: 1220 N Street, Room 341	Address: 263 Camino del Remedio
City/Zip: Sacramento, CA 95814	City/Zip: Santa Barbara, CA 93110
Phone: (916) 651-0573	Phone: (805) 681-5600

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

SANTA BARBARA COUNTY

2008 WMA Base Funding Work Plan

Agricultural Commissioner's Office
Member of the Santa Barbara County Weed Management Area

January 1st, 2009 – December 31st, 2009

Contract Lead Group and Contact Information:

Group: County of Santa Barbara Agricultural Commissioner's Office
Contact: Elena Morelos
Title: Assistant Department Head
Phone: (805) 681-5600
Email: emorelos@co.santa-barbara.ca.us
Mailing Address: 263 Camino del Remedio; Santa Barbara CA 93110

Project Manager (contact for reporting and invoicing) and Contact Information:

Name: David Chang
Title: Agricultural Program Specialist
Phone: (805) 681-5600
Email: dchang@co.santa-barbara.ca.us
Mailing address: 263 Camino del Remedio; Santa Barbara CA 93110

WMA Group affiliation: Santa Barbara County Weed Management Area

Please Confirm, All projects described in this work plan will be in one contract with:
Confirmed, 1 contract with County of Santa Barbara

Project Objectives:

1. Gaviota Coast Artichoke Thistle Project

The County of Santa Barbara Agricultural Commissioner's Office will in 2009 focus on eradicating *Cynara cardunculus*, artichoke thistle, at a locally infested site on the Gaviota Coast that spans three properties. A pest control business will be contracted to apply herbicides. The Agricultural Commissioner's Office will assist the crew with the areas that will be worked.

The approximately 6.3 acre infestation that exists on the Simon – Brown – Caltrans property was treated with glyphosate in 2005. The infestation was treated with glyphosate and aminopyralid in April and May of 2008. These two treatments were conducted with County of Santa Barbara funding.

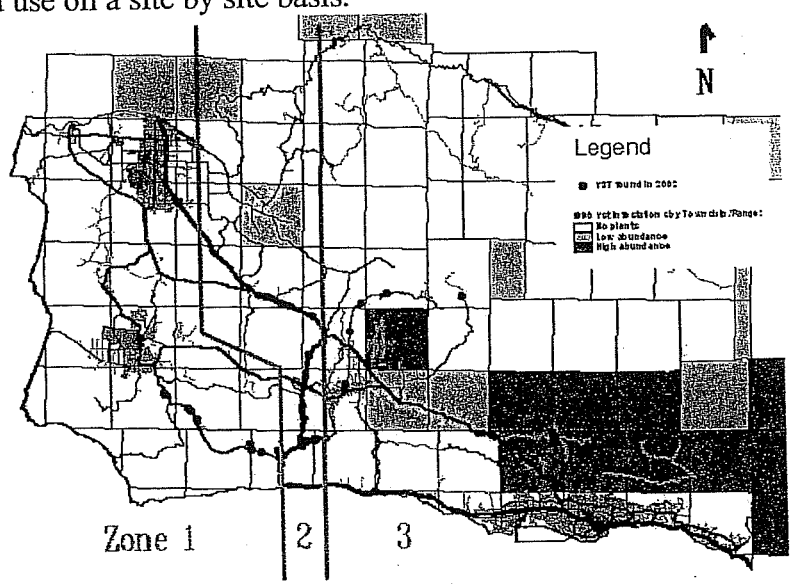
The 2009 treatment will be scheduled for early spring after the rainy season has slowed down and the ground has dried, but before mustard growth makes access by ground crews difficult.

This site has been mapped on a GIS and the Agricultural Commissioner's Office commits to monitoring this site indefinitely. Additionally, this site is visible from Highway 101 to the point that we have many citizens that help us "monitor" this infestation.

2. Yellowstar Thistle Roadside and Cost Share Program

The Santa Barbara County WMA will in 2009 focus on the management of *Centaurea solstitialis*, yellow starthistle, along county roadsides in priority areas within the SBCWMA's boundary. From a previous 2002 survey it was determined that the county's infestation level supports the division of the county into protection areas.

The western 1/3 of the county (Zone 1) is designated as a YST exclusion zone and is a priority control zone. The middle 1/3 (Zone 2) of the county is designated as a suppression zone and priority for control is determined by proximity to the exclusion zone and land use. The eastern 1/3 of the county (Zone 3) is designated as a management zone and priority for control will be determined by land use on a site by site basis.



The local California Department of Transportation is very cooperative and treats yellow starthistle infestations on their roadsides when requested. This program will be used to treat county roadsides and state roadsides as needed for yellow starthistle. Private property will be treated on a 50/50 cost share basis, if money is available.

3. Lookout Park Arundo Project Assistance (Alternative)

The County of Santa Barbara Agricultural Commissioner's Office will be conducting an *Arundo donax* removal program at Lookout Park, a county facility. This project is funded by a county program, the Coastal Resources Enhancement Fund – a partial mitigation of impacts from the offshore oil and gas projects: Point Arguello, Point Pedernales, Santa Ynez Unit, and Gaviota Interim Marine Terminal.

If money is available, baseline funding may be directed to assist this project on Lookout Park and neighboring properties.

4. Pampas Grass Local Eradication on Jalama Road (Alternative)

A small isolated patch of *Cortaderia sp.* exists on Jalama Road, a scenic isolated rural road that is adjacent to farmland and rangeland and ends at a popular county park used by campers, surfers, and windsurfers.

If money is available the SBCWMA will remove this isolated patch to protect this scenic route and the adjacent rangeland from infestation by this outlier patch of *Cortaderia sp.*

Pest Control Services:

The majority of the work will be contracted out to pest control companies. Some of the weed control work will be provided by the Agricultural Commissioner's Office and by Caltrans and documented as an in-kind contribution.

Mapping:

All areas treated and surveyed will be displayed on a map that will be submitted to all WMA partners and CDFA at the completion of the project.

Reporting:

A project report will be submitted at the completion of the contract and will include the following information: net acres or number of plants treated if less than 100 plants, gross area surveyed, control tool utilized, % change (reduction) between visits, graphs showing differences in acres treated between years for each species addressed, and photographs.

GUIDELINES FOR PREPARING INVOICES

INVOICE REQUIREMENTS

Invoices minimums: (1) must be on letterhead, (2) include time period in which work was conducted, (3) include contract number, (4) invoice total, (5) format should be consistent with the budget in your contract, (6) include in-kind for that period in one figure at the bottom of the invoice (NOT in the line-item portion of your invoice). PLEASE SEE EXAMPLE INVOICE.

Invoices SHOULD be submitted regularly (on a quarterly or monthly basis, as specified in your contract) to provide an accurate expenditure of funds. This will ensure swift review, processing, and payment of the county invoices. The billing period should be within one fiscal year and not span across two fiscal years.

ALLOWABLE COSTS – All costs must be associated with the WMA. Your Invoice should follow your contract budget down to the line item and separate personnel expenses from operating expenses.

Personnel Services

Permanent and Temporary Staff - Costs associated with salaries. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

Staff Benefits – Actual staff benefits charged to the county for staff.

Operating Expenses

General Expense – Display costs associated with general office and field supplies.

Postage – Display costs associated with mailing WMA materials.

Communications – Display costs associated with telephone/communication usage.

Vehicle Expense – Display costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).

Mileage : up to 50.5 cents per mile MAX (less per mile is fine)

Travel – Display costs associated with travel (per diem, airfare, car rental, etc.) Travel is only reimbursable if CDFA has requested/approved the travel.

Treatment – Display costs associated w/ treatment (treatment area, pest control operator charges, etc.)

Equipment – Display costs associated with equipment purchases.

Overhead, Administrative and Indirect Costs

Legislation limits all types of overhead and administrative costs to not exceed 10% of the total work plan budget. The bill states: "Not more than 10 percent of the noxious weed management funds distributed to a weed management area subject to this section may be used by that local organization for meeting, travel, administration, and coordination costs."

These costs can be displayed as a lump sum (10% of total budget) or they can be incorporated and itemized into each task's cost breakouts. These costs can simply be referred to as "administration costs". Do keep track (roughly) of what these costs are used for in your own records.

Other: Specifically detail costs not otherwise addressed above.

Use your County letterhead.

Sample Invoice Form for WMAs

INVOICE

Two invoices are DUE: July 15th, 2009 & January 15th, 2010

Invoice date: 6/1/08

Billing period: March 15, 2009 – June 15, 2009

Contract #: 00-0001

Bill to:

Department of Food and Agriculture
 Attention: Terrance Lorick
 1220 N Street Room 341
 Sacramento, CA 95814

Payable to:

County of Fullaweeds
 Garth Johnson
 123 Main Street
 Thistleville, CA 99999

Total due this invoice: \$11,750.00

FY 08/09		
Tasks for Action 1	Billing Period	Cost
Task 1: Purchase chemical	1 st Quarter 2008	\$2,000 (10 gallons @ \$200 /gallon)
Task 2: spray 40-60 acres	1 st Quarter 2008	\$2,300 (Seasonal: \$10/hr for 80 hrs; Ag Biologist: \$15 /hr for 100 hrs; 5% benefits)
Task 3: Monitor success of spray	2 nd Quarter 2008	\$0 (monitoring will occur in July and September)
Tasks for Action 2	Date	Cost
Task 1: purchase mower	2 nd Quarter 2008	\$1200 (Single blade flail mower, purchased from Mowers Inc. in Thistleville, CA on April 1, 2008)
Task 2: mow 25 acres	2 nd Quarter 2008	\$6250 (Seasonal: \$10/hr for 250 hrs; Ag Biologist: \$15 /hr for 250 hrs; 5% benefits)
Task 3: Monitor success	2 nd Quarter 2008	\$0 (monitoring will occur in July and August)
INVOICE Total		\$11,750

*Total In-Kind Spent this period: \$13,126.23

Your WMA 2009 Annual Report

A Summary of Your Activities

Please review the guidelines and terms listed below to assist you in gathering and reporting your results and accomplishments for 2009.

1. How many individuals attended WMA meetings at least once in 2009?
2. How many people did your projects and programs reach?
3. In-kind donations of services and resources from partners?
4. Direct matches of money for WMA projects. Please report any dollars (both cash and other grants) that were utilized to match your CDFG WMA funding.
5. Number of weed populations eradicated; please specify by weed species.
6. Number of net acres of weeds controlled; please list acres per species worked on.
7. Number of gross acres of weeds surveyed; please list acres per species worked on. If you are surveying a waterway or roadway please feel free to report gross acres in miles.
8. Describe project, progress, and highlight success (1-2 paragraphs). Please take care in writing this short update as it will be viewed by legislature. If needed, have two colleagues in your office, as well as your Commissioner review and add to the update.
9. Please include good quality photos of your projects!
10. Annual report is DUE by February 15th, 2010

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Guidelines to complete this summary:

Questions #1-3: An exact figure is best but a best-guess is acceptable.

For example, if you have misplaced a sign-in sheet from a meeting or event, do not sweat taking your best guess. Likewise, if all members of your WMA have not updated you as to their exact in-kind contributions for 2009 projects, taking a quick poll of active WMA members is sufficient.

Populations: It is very difficult to find a definition for weed "population" that fits all WMAs and all projects. So, for the purposes of this report, however you define a population is fine, as long as you are consistent from year to year in how you report.

Eradicated: So, while we can debate this term eradicated... for the sake of this report let's not. Instead, let's use a couple of scenarios to help define how for the purposes of this report we would like you to report eradicated populations. Scenarios: (1) If you found and treated a single plant or a small population that you know hasn't gone to seed--- this is likely considered an eradication. Likewise, if you've been working a site for a number of years and have found zero plants, consider this eradicated. This said, we are all too aware of the reality of weed seed banks and that there is always a possibility of plants popping-up in 1, 5 or 15 years. For reporting purposes we have to draw the line somewhere. *If you need further clarification please contact Carri Pirosko, cpirosko@cdfg.ca.gov*

Survey documentation and acreage: This includes entire area in which you walked, ATV-ed, drove, or otherwise in working to treat, control and/or eradicate a particular weed. To give a few parameters, please do not just list the total number of acres in your WMA, county or watershed. Likewise, don't sell you efforts short---as in most projects a great deal of territory is traversed in conducting your work.

**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.

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

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

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

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

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

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

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

FISCAL DISPLAY

**County of Santa Barbara Agricultural Commissioner's Office
Santa Barbara County Weed Management Area
January 1st, 2009 – December 31st, 2009**

	FY 2008/09	FY 2009/10
Personnel Services		
Pest control contractor 80 hrs. X \$150/hr	\$9,000	\$3,000
Agricultural Program Specialist 20 hrs. X \$60/hr	\$600	\$600
Subtotal Personnel Services	\$9,600	\$3,600
Operating Expenses		
Milestone Herbicide = 1.5 quarts @ \$160/quart	\$240	
Glyphosate Herbicide = 25 gallons @ \$65/gallon	\$1,625	\$0
Surfactant = 4 gallons @ \$18/gallon	\$72	
Dye = 4 gallons @ \$18/gallon	\$72	
Contingency = \$26	\$13	\$13
Subtotal Operating Expenses	\$2,022	\$13
Contract Subtotal (Operating Expenses + Personnel Services)	\$11,622	\$3,613
Overhead @ 10%	\$1,162	\$361
GRAND TOTAL	\$12,784	\$3,974
Contract Grand Total:	16,758	

Invoicing:

*All invoices will be on letterhead and will state the contract number, period in which work was performed, and will follow the budget as outlined above.

*All invoices are mailed to: CDFA-IPC, Attn: Terrance Lorick, 1220 N Street, Room 341, Sacramento, CA 95814.

Reporting:

*An annual report will be required within 30 days of completion of the contract. The report must follow format as provided by the CDFA-WMA Program.

Note: Each line item in this budget is calculated to the nearest dollar.

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Right To Terminate**

The State reserves the right to terminate this Agreement 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.