

File No. 110607

Committee Item No. _____
Board Item No. 51

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting
Cmte Board

Date: May 17, 2011

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | | Motion |
| <input type="checkbox"/> | x | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

Completed by: Annette Lonich

Date: May 12, 2011

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

1 [Accept and Expend Grant - Weed Management - \$16,757]

2
3 **Resolution authorizing the Department of Public Health to retroactively accept and**
4 **expend a state grant (Agreement #10-0794) in the amount of \$16,757 from the California**
5 **Department of Food and Agriculture to fund the program entitled "Weed Management"**
6 **for the period of January 1, 2011, through December 31, 2011, and waiving indirect**
7 **costs.**

8
9 WHEREAS, California Department of Food and Agriculture (CDFA) has agreed to fund
10 DPH in the amount of \$16,757 for the period of January 1, 2011 through December 31, 2011;
11 and,

12 WHEREAS, As a condition of receiving the grant funds, CDFA requires the City to
13 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
14 Board of Supervisors in File No. 110607; which is hereby declared to be a part of this
15 resolution as if set forth fully herein; and,

16 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
17 for one existing position, Agricultural Inspector (Job Class #3450) at 0.005 FTE, for the period
18 of January 1, 2011 through December 31, 2011; and,

19 WHEREAS, A request for retroactive approval is being sought because DPH did not
20 receive notification of the contract until April 12, 2011 for a project start date of January 1,
21 2011; and,

22 WHEREAS, Weed Management grant does not contain indirect costs because the
23 CDFA prohibits including indirect costs in the budget; now, therefore, be it

FILE NO.

RESOLUTION NO.

1 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
2 in the amount of \$16,757 from the California Department of Food and Agriculture (CDFA);
3 and, be it

4 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
5 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
6 be it

7 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
8 indirect costs; and, be it

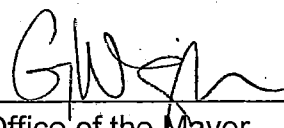
9 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
10 agreement on behalf of the City.

11
12 RECOMMENDED:

13 
14 _____

15 Barbara A. Garcia, MPA
16 Director of Health

APPROVED:

17 
18 _____

19 Office of the Mayor

20 
21 _____

22 Office of the Controller

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee:
 An ordinance, resolution, motion, or charter amendment
- 2. Request for next printed agenda without reference to Committee
- 3. Request for Committee hearing on a subject matter
- 4. Request for letter beginning "Supervisor _____ inquires..."
- 5. City Attorney request
- 6. Call file from Committee
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole
- 11. Question(s) submitted for Mayoral Appearance before the BOS on _____.

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- | | |
|---|--|
| <input type="checkbox"/> Small Business Commission | <input type="checkbox"/> Youth Commission |
| <input type="checkbox"/> Ethics Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Inspection Commission | |

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

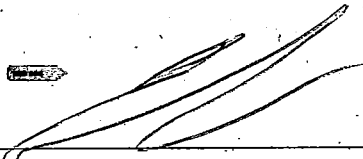
Sponsor(s): Supervisor Eric Mar

Accept and expend State Grant -- Weed Management \$16,757

SUBJECT: _____

The text is listed below or attached:

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only:



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Barbara A. Garcia, MPA
Director of Health
DATE: April 21, 2011
SUBJECT: Grant Accept and Expend
GRANT TITLE: Weed Management - \$16,757

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for Community Programs, 1380 Howard St.

Certified copy required Yes

No

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Weed Management Agreement # 10-0794**
2. Department: **Department of Public Health, Environmental Health Section, 1390 Market St., Ste. 210 San Francisco, CA 94102**
3. Contact Person: **Miguel A. Monroy** Telephone: **415-252-3939**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$16,757.00**
- 6a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: **California Department of Food & Agriculture (CDFA)**
b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary:
Weed Management – This project is a continuation of the 2008 WMA Workplan/Contract which was approved by the Board of Supervisors through File #091174, Resolution # 409-09. The purpose of the program is to eliminate a major infestation of invasive weeds. Infestations will continue to be mapped for a baseline measure, including percentage cover of each weed species. Control and eradication will be performed using a combination of mechanical equipment, hand removal, power tools, herbicide and goats. The 2011 contract funding will complete the project on Fire Department & Recreation & Park Department lands.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **01/01/2011** End-Date: **12/31/2011**
- 10a. Amount budgeted for contractual services: **N/A**
b. Will contractual services be put out to bid? **N/A**
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **N/A**
d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$ **N/A**

b2. How was the amount calculated? **N/A**

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

12. Any other significant grant requirements or comments:

DPH received the State contract for Weed Management on 4/12/2011 with the start date of January 1, 2011, hence the retroactive request.

GRANT CODE (Please include Grant Code in FAMIS): HCHPBINSPECT - 48999

****Disability Access Checklist****

13. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

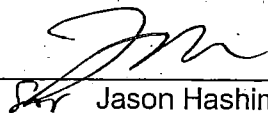
New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:


Comments:

Departmental or Mayor's Office of Disability Reviewer: _____


Jason Hashimoto

Date Reviewed: 4/22/11

Department Approval: _____


Barbara A. Garcia, MPA
(Signature)

Director of Public Health



City and County of San Francisco

**DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION
Agriculture Program**

Edwin Lee, Mayor
Barbara Garcia, MPA, *Director of Health*
Rajiv Bhatia, M.D., M.P.H.
Director of EHS & OSH

Miguel Monroy
Agricultural Commissioner

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
Weed Management Area Program
Contract #10-0794
2011-12 LINE-ITEM BUDGET
January 1, 2011 through December 31, 2011

Date: 4/12/2011

Twin Peaks Habitat Restoration	FY2010/2011	FY2011/2012
Operating Expenses		
Weed Work by Fire Department (234.37 hrs @ \$65/hr)	\$5,234.00	\$10,000.00
Sub-total Operating Expenses	\$5,234.00	\$10,000.00
Administrative Oversight Cost (DPH) - 10%	\$523.00	\$1,000.00
Totals	\$5,757.00	\$11,000.00

Grand Total: \$16,757.00

Hourly Rate Worksheet

Title	Hourly Wage	Hourly Benefit	Total hourly Rate
Ag Inspector	\$27.07	\$8.121	\$35.19
Indirect cost 23.2% of total personnel costs			\$8.16
		Total hourly rate	\$43.36

* Contract hourly staff rate can not exceed to \$35.00 per hour

AGREEMENT NUMBER 10-0794
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 SAN FRANCISCO

2. The term of this Agreement is: January 1, 2011 through December 31, 2011

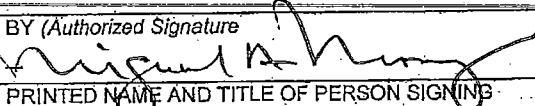
3. The maximum amount of this Agreement is: \$16,757.00
 Sixteen Thousand Seven Hundred Fifty-seven Dollars and No Cents

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

Exhibit A – Scope of Work	1 Page(s)
Attachment 1	5 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	1 Page(s)
Exhibit C – General Terms and Conditions - GTC 610	3 Pages
Exhibit D - Special Terms and Conditions	1 Page(s)
Exhibit E - Additional Provisions	3 Page(s)

5. Name of Program: Weed Management

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 SAN FRANCISCO		
BY (Authorized Signature) 	DATE SIGNED 4/12/2011	
PRINTED NAME AND TITLE OF PERSON SIGNING Miguel A. Monroy, Agricultural Commissioner		
ADDRESS 1390 Market Street, Suite 822, San Francisco, CA 94102		
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		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The contractor shall provide labor, materials, equipment and supplies necessary to perform weed management services.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Terrance Lorick	Name: Miguel A. Monroy
Section/Unit: Integrated Pest Control Branch	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room 341	Address: 1390 Market St., Suite 822
City/Zip: Sacramento, CA 95814	City/Zip: San Francisco, CA 94102
Phone: 916-651-0573	Phone: 415-252-3939
Email: tlorick@cdfa.ca.gov	Email: miguel.monroy@sfdph.org

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

SAN FRANCISCO COUNTY
Project Title: Twin Peaks Restoration
January 1, 2011 – December 31, 2011

Contract Lead:

Miguel A. Monroy
Agricultural Commissioner / Environmental Health
1390 Market Street, Suite 822
San Francisco, CA 94102
(415) 252-3939
miguel.monroy@sfdph.org

Project Objectives:

Continue working to eliminate a major infestation of invasive weeds, including principally, French broom, cape and English ivies, adjacent to a core critical section of endangered species habitat. This project is a continuation of the control project initiated with the 2007 WMA and continued with the 2010 contract. The 2011 contract funding will complete the project on Fire Department lands and on Recreation and Park Department lands.

With oversight by the County, the Fire Department will remove weeds using a combination of remediation methods including: mechanical (weed wrench), hand removal, power tools, and herbicides. Use of herbicides will be those listed on the San Francisco Reduced Risk Pesticide List, which is incorporated by reference. A copy can be viewed at http://www.sfenvironment.org/downloads/library/approved_list_guide_07b.pdf. Infestations will continue to be precisely mapped for a baseline measure, including percentage cover of each weed species.

Reporting/Monitoring:

A project report will be submitted at the completion of the contract and will include the following information: net acreage treated, gross area surveyed; control tools utilized; % change (reduction) between treatments; and photographs.



Invasive Area

species



other



Hedera species



Genista monspessulana



Foeniculum vulgare



Ehrharta erecta



Delairea odorata



Conium maculatum

Your WMA 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.

1. How many individuals attended WMA meetings at least once?
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 within 30 days completion of your contract.

.....

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 2011 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 Piroosko, 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.

GUIDELINES FOR PREPARING INVOICES

Agreement No. 10-0794
Exhibit A
Attachment
Page 4 of 5

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 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 "administrative 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.

Agreement No. 10-0794
Exhibit A
Attachment
Page 5 of 5

Sample Invoice Form for WMAs INVOICE

Funding Source(Base, Supp, or Mini-Research)
Invoices are DUE MONTHLY

Invoice date: 6/1/11

Billing period: March 15, 2011 – June 15, 2011

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 10/11		
Tasks for Action 1	Billing Period	Cost
Task 1: Purchase chemical	1 st Quarter 2010	\$2,000 (10 gallons @ \$200 /gallon)
Task 2: spray 40-60 acres	1 st Quarter 2010	\$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 2010	\$0 (monitoring will occur in July and September)
Tasks for Action 2	Date	Cost
Task 1: purchase mower	2 nd Quarter 2010	\$1200 (Single blade flail mower, purchased from Mowers Inc. in Thistleville, CA on April 1, 2008)
Task 2: mow 25 acres	2 nd Quarter 2010	\$6250 (Seasonal: \$10/hr for 250 hrs; Ag Biologist: \$15 /hr for 250 hrs; 5% benefits)
Task 3: Monitor success	2 nd Quarter 2010	\$0 (monitoring will occur in July and August)
INVOICE Total		\$11,750

*Total In-Kind for Supp and Mini-Research Spent this period: \$13,126.23

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

2. Budget Contingency Clause

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

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

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

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

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

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

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

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

BASE BUDGET
San Francisco Weed Management Area
 Period Jan 1, 2011 - Dec 31, 2011

ROUNDED to NEAREST DOLLAR

Twin Peaks habitat restoration	FY 2010/2011	FY2011/2012
Operating Expenses		
San Francisco Fire Department = \$15,234	\$5,234.00	\$10,000.00
<i>Subtotal Operating Expenses</i>	\$5,234.00	\$10,000.00
Administrative Costs - 10%	\$523	\$1,000.00
Totals	\$5,757	\$11,000.00
Grand Request Total	\$16,757	

Invoicing:

*INVOICING MUST OCCUR MONTHLY. IF NOTHING HAS BEEN SPENT, please send an EMAIL BOTH to

cgentry@cdfa.ca.gov AND tlorick@cdfa.ca.gov that denotes no expenditures this month.

*All invoices must bear an original signature in blue ink.

*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 should be mailed or sent electronically to the following: CDFA-IPC, Attn: Terrance Lorick and Carol Gentry, 1220 N Street, Room 341, Sacramento, CA 95814.

If sent electronically, the invoice must have an original signature in blue ink and be sent to Terrance Lorick (tlorick@cdfa.ca.gov) AND Carol Gentry (cgentry@cdfa.ca.gov).

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.

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

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 (e.g., 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.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

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

3. Agency Liability

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

4. Potential Subcontractors

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

5. Right To Terminate

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

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

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantial damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by a state agency directly impacting the Contractors ability to perform.

EXHIBIT E

ADDITIONAL PROVISIONS

SUBCONTRACTORS

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Contractor and to CDFA.

INSURANCE REQUIREMENTS – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. **Use of Subcontractors** - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

- The policy must name **The County and State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

2. Contract Insurance Requirements

Prime Contractor Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance or documentation of self insurance on county letterhead evidencing the following coverages:

- a. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
- b. **Automobile Liability** – Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- c. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer’s liability limits of \$1,000,000 are required.
- d. **Environmental/Pollution Liability** - If hazardous materials work is required, then the contractor shall maintain Environmental/Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:
 - The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Sub-Contractor Insurance Requirements

Sub-Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

Commercial General Liability – Sub-Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Sub-Contractor’s limit of liability.

The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Environmental/Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:

- The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Automobile Liability - Sub-Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

Workers' Compensation Insurance - The Sub-Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Sub-Contractor is self-insured for workers compensation, a certificate must be presented evidencing Sub-Contractor is a qualified self insurer in the State of California. By signing this Agreement, the Sub-Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Sub-Contractor is defined as independent contractors, this clause does not apply.

