

File No. 101160

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee CITY OPERATIONS AND
NEIGHBORHOOD SERVICES

Date 9/27/10

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" 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

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Completed by: Gail Johnson

Date 9/23/10

Completed by: _____

Date _____

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



1 [Accept & Expend Grant –Pierce’s Disease Control & Organic Program - \$128,916.32.]

2
3 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**
4 **and expend retroactively two grants (Agreements #10-0347 and #10-153) totaling**
5 **\$128,916.32 from the California Department of Food and Agriculture (CDFA) to fund the**
6 **Pierce’s Disease Control Program for the period of July 1, 2010 through June 30, 2012;**
7 **and the Organic Program for the period of July 1, 2010 through June 30, 2011.**

8
9 WHEREAS, DPH was awarded two grants from the CDFA, including Pierce’s Disease
10 Control Program grant, Agreement #10-0347 (\$127,776.32) for the period of July 1, 2010
11 through June 30, 2012, and Organic Program grant, Agreement #10-153 (\$1,140) for the
12 period of July 1, 2010 through June 30, 2011;and,

13 WHEREAS, As a condition of receiving the grant funds, the CDFA requires the City to
14 comply with the terms of two separate agreements (the “Agreements”), copies of which are on
15 file with the Clerk of Board of Supervisors in File No. 101160; which is hereby
16 declared to be a part of this resolution as if set forth fully herein; and,

17 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
18 for four existing positions, one Agricultural Inspector (Job Class #3450) at .56 FTE, one
19 Manager I (Job Class #0922) at .046 FTE, and one Jr. Administrative Analyst (Job Class
20 #1820) at 0.006 FTE for the Pierce’s Disease Control Program grant; and one Agricultural
21 Inspector (Job Class #3450) at .015 FTE for the Organic Program grant; and,

22 WHEREAS, CDFA prohibits including indirect costs in the budget for the Organic
23 Program grant and with indirect costs budgeted for \$19,619.32 for the Pierce’s Disease
24 Control Program grant; now, therefore, be it

FILE NO.

RESOLUTION NO.

1 RESOLVED, That DPH is hereby authorized to retroactively accept and expend two
2 grants in the total amount of \$128,916.32 from the CDFA because DPH did not receive the
3 agreements until well after the start date on August 16, 2010; and, be it

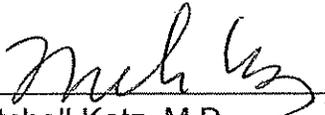
4 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
5 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
6 be it

7 FURTHER RESOLVED, That the Controller is directed to designate the positions
8 funded under this agreement as a "G" or grant-funded position which would terminate when
9 the agreement expires; and, be it

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

12
13 RECOMMENDED:

APPROVED:

14
15 
16 Mitchell Katz, M.D.
17 Director of Health

18 
19 Office of the Mayor

20
21 
22 Office of the Controller
23
24
25



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mitchell H. Katz, M.D. *MH*
Director of Health
DATE: August 30, 2010
SUBJECT: Grant Accept and Expend
GRANT TITLE: Two State Grants to fund Agricultural Projects - \$128,916.32

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 (2)
- Grant application: Not Applicable, DPH did not apply for this grant, this is a recurring agreement
- Award Letter - Not applicable , no application was submitted
- Agreements (2)
- Other (Explain): None

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Ann Santos

Phone: 255-3546

Interoffice Mail Address: Dept. of Public Health, Community Behavioral Health,
1380 Howard St.

Certified copy required Yes

No

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

Grant Information Form
(Effective January 2000)

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: **A. Pierce's Disease Control Program (Agreement #10-0347)**
B. Organic Program (Agreement #10-0153)
2. Department: **Department of Public Health, Environmental Health Section, Agriculture Program**
1390 Market Street, Suite 822, San Francisco, CA 94102
3. Contact Person: **Miguel 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:
A. FY10-11 - \$63,888.16; FY11-12 - \$63,888.16 Total: \$127,776.32
B. FY10-11 - \$1,140.00
- 6a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable): **N/A**
- 7a. Grant Source Agency: **California Department of Food and Agriculture (CDFA)**
b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary:
A. The mission of the Pierce's Disease Control Program (PDCP) is to minimize the statewide impact of Pierce's disease and its vectors in California. Pierce's Disease, also known as the "California vine disease," is a serious disease of grapevines and is spread by glassy-winged sharpshooters (GWSS), an insect related to the common leaf hopper. GWSS is an insect native to the Southeastern United States. First observed in California in 1990, GWSS is now found in at least eight counties throughout California. San Francisco is not among the infested counties. Should GWSS become established throughout California, potential losses are estimated at \$14 billion in crops, jobs, residential plants and trees, native plants, trees and habitat. The PDCP regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations. These regulations were established to prevent the artificial spread of GWSS. The statutory authority for these regulations is Sections 6045, 6046, and 6047 of the Food and Agriculture Code of California. These provisions stipulate that counties inspect and investigate any suspected PDCP/GWSS violations, enforce all California laws and regulations to prevent the spread of plant pests, and certify shipments of plant material regarding its pest freedom.

****Disability Access Checklist****

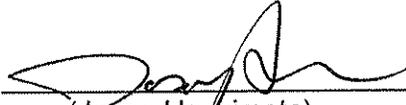
15. This Grant is intended for activities at (check all that apply):

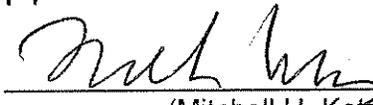
- | | | |
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| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

16. 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 :

Date Reviewed: 9/1/10  _____
(Jason Hashimoto)

Department Approval:  _____
(Mitchell H. Katz) (Director of Health)

San Francisco Department of Public Health
 Environmental Health Section - Agriculture Program
 Pierce's Disease Control Grant

Date: 8/16/2010

Budget
Fiscal Year 2010-2012

Personnel Cost	<u>Months</u>	<u>Salary</u>	<u>FTE</u>	<u>Budget</u>
3450 Agricultural Inspectors	24	\$59,592	0.55916	\$66,642.90
0922 Manager 1	24	\$121,534	0.046154	\$11,218.56
1820 Jr. Administrative Analyst	24	\$53,373	0.005769	\$615.84
Total FTE & Salaries			<u>0.605314</u>	<u>\$78,477.30</u>
 Fringe Benefits			30%	\$23,543.20
 Total Salaries & Fringe Benefits				\$102,020.50
 Operating Expenses				
Vehicle Expenses	Rate	Miles		\$3,976.50
Parking Expenses (2 trucks @ \$150.00 per month/vehicle x 30% use for program)	0.5	7953		\$2,160.00
 Indirect Cost (25% of total permanent salaries)				\$19,619.32
 TOTAL EXPENSE				<u>\$127,776.32</u>

San Francisco Department of Public Health
Environmental Health Section - Agriculture Program
Organic Grant

Date: 8/16/2010

Budget
Fiscal Year 2010-2011

Job Class Personnel Cost	Months	Salary	FTE	Budget
3450 Agricultural Inspector	12	\$59,592	0.014715	\$877.00
Total FTE & Salaries			<u>0.014715</u>	<u>\$877.00</u>
Fringe Benefits			30%	\$263.00
Total Expense				<u><u>\$1,140.00</u></u>



San Francisco City and County
Department of Public Health
Environmental Health Section
Agriculture Program

Gavin Newsom, Mayor
 Mitchell H. Katz, Director of Health
 Rajiv Bhatia, M.D., M.P.H.
 Director of Environmental Health

Miguel Monroy
 Agricultural Commissioner

August 30, 2010

Pierce's Disease Control Program (GWSS) Proposed Budget
 FY10/11 & FY11/12

Task	Party Responsible	Total Cost	Grant
Trap Inspections & Nursery Shipment Inspections	SFDPH	\$66,642.90	\$66,642.90
Supervisory Support	SFDPH	\$11,218.56	\$11,218.56
Administrative Support	SFDPH	\$615.84	\$615.84
Staff Benefits	SFDPH	\$23,543.20	\$23,543.20
Operating Expenses (General Expenses, Communication, Vehicle Expenses, Indirect Cost, etc.)	SFDPH	\$25,755.82	\$25,755.82
TOTAL		\$127,776.32	\$127,776.32

Funding Summary for Pierce's Disease Control

Grant Funds Awarded	\$127,776.32
Local Match/In-Kind	\$0
Total Project Cost	\$127,776.32

Budget Justification

Pierce's Disease Control Program

- Trap Inspections and Nursery Shipment Inspections:** Trap inspections and nursery shipment inspections are vital to this program in order to determine if San Francisco continues to be a non-infested county. The visual survey and trapping activities of nurseries for the presence of glassy-winged sharpshooters is necessary to determine if a nursery in an infested area is eligible to ship nursery stock to non-infested areas of California. For those nurseries qualified to ship nursery stock using the Pierce's Disease Control Program Regulations, the shipments shall be accompanied by a stamp or

certificate which affirms the shipment meets one of the following two conditions: a) Apply an approval treatment to all plants submitted for certification prior to shipping; or b) Ship plants originating from a non-infested premise or a non-infested portion of a premise. When a nursery stock shipment arrives, verification of paperwork is required and the proper protocol must be followed should any sign of GWSS (live adults or nymphs) be found.

2. Supervisory Support: Supervisory Support is required for this program, as the Agricultural Commissioner will manage/coordinate the program to ensure the proper execution of the 10/11, 11/12workplan.
3. Administrative Support: Administrative Support is required for this program to compile data from inspections and submit the information to the CDFG. In addition, the administrative support coordinates trap inspecting schedules and generates monthly invoices.
4. Staff Benefits: Staff Benefits are included in the budget as the CDFG allows payment of benefits for permanent employees at a rate 30% based on the number of hours delegated to the program.
5. Operating Expenses: Operating expenses for the Pierce's Disease Control Program are included in the budget and include vehicle expenses (parking and mileage), and indirect costs (25% of total permanent salaries).



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION
 Agriculture Program

Gavin Newsom, Mayor
 Mitchell H. Katz, M.D., Director of Health
 Rajiv Bhatia, M.D., M.P.H.
 Director of EHS & OSH
 Miguel Monroy
 Agricultural Commissioner

CA ORGANIC FOODS ACT BUDGET
 AGREEMENT NUMBER 10-0153 FY: 10/11
 CDFA CONTACT: Kiley Mason
 INSPECTION SERVICES/ INSPECTION AND COMPLIANCE
 1220 N STREET
 Sacramento, CA 95814
 ph: 916-445-2180 ext 3456

Date: 8/16/2010

Maximum Amount of agreement : \$1,140

Activities	Number of Inspections	Fee	Total
Ag Biologist Registrations			-
New/Amended	2	\$60.00	\$ 120.00
Spot Inspections			\$ -
Handlers, Producers, processor and retail stores Inspections	4	\$210.00	\$ 840.00
Complaint Investigations	Reimbursement of approved complaint at actual cost		\$ 180.00
Approx. Total			\$ 1,140.00

Budget Justification:

The figures above represent the projected number of organic food inspections for FY 10/11. For each initial and amended registration, a \$60 fee is charged. In addition to registrations, there is a \$210 fee for spot inspections-including handler and farmer's market inspections. Complaint investigation reimbursements are also included in the budget and are reimbursements are paid towards the actual cost of the investigation. The complaining investigation costs were approximated at \$180.00. The total contract total for the registrations, spot inspections and complaint investigations shall not exceed \$1,140.

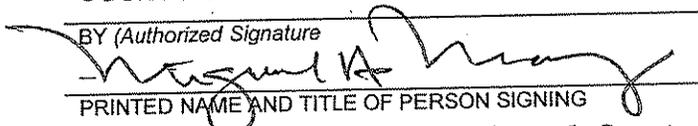
AGREEMENT NUMBER 10-0153
REGISTRATION NUMBER

- 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
- The term of this Agreement is: July 1, 2010 Through June 30, 2011
- The maximum amount of this Agreement is: \$1,140.00
 One Thousand One Hundred Forty Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Attachment 1	1 Page(s) 2 Page(s)
Exhibit B – Budget Detail and Payment Provision Attachment 1	1 Page(s) 1 Page(s)
Exhibit C – General Terms and Conditions - GTC 307	3 Pages
Exhibit D-Special Terms and Conditions	1 Page(s)

5. Name of Program: Organic Program

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SAN FRANCISCO		
BY (Authorized Signature) 	DATE SIGNED) 8/16/2010	
PRINTED NAME AND TITLE OF PERSON SIGNING Miguel A. Monroy, Agricultural Commissioner		
ADDRESS 1389 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		

Exempt per: DGS Ltr 28.6

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

CDFA's Organic Program is responsible for enforcement of the federal Organic Foods Production Act of 1990, and the California Organic Products Act of 2003. These statutes protect consumers, producers, handlers, processors and retailers by establishment of standards under which fresh agricultural products/foods may be labeled and/or sold as "organic".

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Kiley Mason	Name: Miguel Monroy
Section/Unit: IS/I&C	Section/Unit:
Address: 1220 N Street	Address: 1389 Market Street, Suite 822
City/Zip: Sacramento, CA 95814	City/Zip: San Francisco, CA 94102
Phone: 916-445-2180 ext 3456	Phone: 415-252-3830
Email: kmason@cdfa.cagov	Email: Miguel.monroy@stdph.org

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

Scope of Work 2010/ 2011

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the County of San Francisco for costs incurred in the enforcement of the California Organic Foods Act.

The County will receive payments as appropriate for the following functions:

- Registrations and amendments
- Spot inspections
- Soil and tissue sampling
- Complaint investigations

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2010; and 2) for work completed from January 1 to June 30, 2011.

Administrative civil penalties imposed by the County for violations of the California Organic Guidelines Foods Act shall conform to the report on Organic Food Act Administrative Civil Penalty Guidelines and remain in the County imposing the penalty.

All procedures are outlined in the Organic Program Procedures Manual.

**San Francisco County - Organic Program
2010/ 2011 Annual Work Plan**

REGISTRATION FEES

For each "initial" and "amended" organic registration the County will receive \$60.00.

SPOT INSPECTION PROGRAM

San Francisco County has been assigned four Spot Inspections. The State Organic Program will determine whether a producer, handler, retailer, or Certified Farmer's Market will be inspected and the location of each inspection.

The County will be paid \$210.00 for each spot inspection completed for producers, handlers, processor, and retail stores. Certified Farmers' Market inspections will be paid at the rate of \$70.00 for the initial visit and first organic participant inspected, and an additional \$10.00 will be paid for each additional organic participant inspected.

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA staff at the above spot inspection rates.

COMPLAINT INVESTIGATIONS / RESIDUE SAMPLING

The County will be reimbursed for each approved complaint investigation or sample(s) collected at actual cost. County shall itemize each invoice.

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>

-San Francisco Fiscal Display – FY 2010/2011

At the discretion of the county, these inspections can be any combination of producer, handler, retail, or Farmers' Market Spot Inspections. However, no more than a total of two inspections can be for Farmers' Markets.

New Spot Inspection Assignments

Amount		Rate	Total
<u>4</u>	@	\$ <u>210.00</u>	\$ <u>840.00</u>

New Registrations & New Amendments

Amount		Rate	Total
<u>2</u>	@	\$ <u>60.00</u>	\$ <u>120.00</u>

Residue Sample & Investigation

	Total
Estimated Costs	\$ <u>180.00</u>

Total For 2010/2011 \$ 1,140.00

-San Francisco Fiscal Display – FY 2010/2011

At the discretion of the county, these inspections can be any combination of producer, handler, retail, or Farmers' Market Spot Inspections. However, no more than a total of two inspections can be for Farmers' Markets.

New Spot Inspection Assignments

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<u>4</u>	@	\$ <u>210.00</u>	\$ <u>840.00</u>

New Registrations & New Amendments

Amount		Rate	Total
<u>2</u>	@	\$ <u>60.00</u>	\$ <u>120.00</u>

Residue Sample & Investigation

Estimated Costs	Total
	\$ <u>180.00</u>

Total For 2010/2011 \$ 1,140.00

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 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 substantially 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 any governmental authority.

AGREEMENT NUMBER 10-0347
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: July 1, 2010 through June 30, 2012

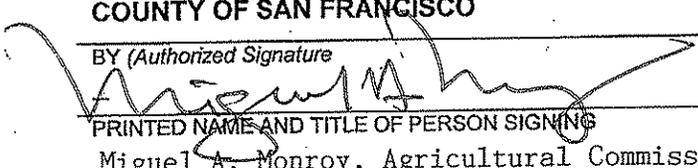
3. The maximum amount of this Agreement is: \$127,776.32
 One Hundred Twenty Seven Thousand Seven Hundred Seventy Six Dollars and Thirty Two Cents

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

Exhibit A – Scope of Work Attachment - Workplan	1 Page(s) 16 Page(s)
Exhibit B – Budget Detail and Payment Provision Attachment - Budget	1 Page(s) 2 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: Pierce's Disease

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 SAN FRANCISCO	
BY (Authorized Signature) 	DATE SIGNED 8/16/2010
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	

California Department of General Services Use Only

Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Establish workplan for survey, inspection, and/or treatment of the glassy-winged sharpshooter with the counties for the following fiscal years, 2010/11 and 2011/12.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Susan Ichiho Myrna Villegas	Name: Miguel A. Monroy
Section/Unit: Pierce's Disease Control Program	Section/Unit: County of San Francisco
Address: 2014 Capitol Avenue, Suite 203	Address: 1390 Market Street, Suite 822
City/Zip: Sacramento, CA 95811	City/Zip: San Francisco, CA 94102
Phone: (916) 322-3414 (916) 322-3409	Phone: (415) 252-3939
Email: sichiho@cdfa.ca.gov mvillegas@cdfa.ca.gov	Email: miguelmonroy@sfgov.org 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 City and County
Department of Public Health
Environmental Health Section
Agriculture Program

Exhibit A
Attachment 1
Page 1 of 14
Gavin Newsom, Mayor
Mitchell H. Katz, Director of Health
Rajiv Bhatia, M.D., M.P.H
Director of EHS & OSH
Miguel A. Monroy
Agricultural Commissioner

NONINFESTED/PARTIALLY INFESTED WORKPLAN

PIERCE'S DISEASE CONTROL PROGRAM

2010-11 & 2011-12 WORKPLAN SAN FRANCISCO COUNTY

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PIERCE'S DISEASE CONTROL PROGRAM

MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)

[Place copy of Minute Order or Board Resolution here]

RECOMMENDED LANGUAGE: The Board of Supervisors of the County of San Francisco, State of California, does hereby designate the San Francisco County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors.

NOTE: If the Minute Order or Board Resolution cannot be provided with the proposed workplan, include the following statement under Item A:

The Minute Order or Board Resolution will be returned to CDFA with the signed contract.

ITEM B

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION

PRIMARY CONTACT:

Name: Miguel A. Monroy
Address: 1390 Market Street, Suite 822, San Francisco, CA 94102
Phone Number: 415-252-3939
Fax Number: 415-252-3869
E-Mail Address: ~~Miguel.monroy@sfgov.org~~ Miguel.monroy@sfdph.org

ALTERNATE CONTACT (IF APPLICABLE)

Name: ~~Bill Copenheaver~~ Rhodora Lino
Address: 1390 Market Street, Suite 210, San Francisco, CA 94102
Phone Number: ~~415-252-3831x~~ 415-252-3832
Fax Number: 415-252-3818
E-Mail Address: ~~william.copenheaver@sfgov.org~~ rhodora.lino@sfdph.org

PIERCE'S DISEASE CONTROL PROGRAM

RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS

SAN FRANCISCO COUNTY

February 24, 2010

Objective

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in San Francisco County and suppress or eradicate any populations as rapidly as possible.

RESPONSIBILITIES

Lead Agency

The San Francisco County Agricultural Commissioner's Office is the lead agency and is designated by the San Francisco County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the SFDPH, the State PDCP Science Advisory Panel, officials in affected counties, the San Francisco County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to San Francisco County as favorable agents become available.

County Responsibilities

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

ELEMENTS

In the event of detection of a GWSS in any life stage (viable egg mass, live nymph or live adult) or infestation (5 or more adults within any five-day period and within a 300-yard radius, or the presence of multiple life stages), the County will conduct any applicable activities set forth below:

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Game, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Public Outreach

The SFDPH will act as lead spokesperson for the PDCP activities within the County. The SFDPH, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Multi-lingual speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

Medical/Veterinarian Information

The SFDPH will contact the San Francisco County Health Officer (SFCHO) with details of any proposed treatment. If the SFCHO has questions about public health aspects of the program, Dr. Peter Kurtz, CDFA's Senior Medical Coordinator, can be contacted at (916) 654-1211.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 654-1447. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

General Treatment Procedures

Treatments will begin following the intensive survey and after all help lines and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the SFDPH. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The SFDPH will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

Environmental Monitoring

The CDFA, in cooperation with SFDPH, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental Monitoring/Pest Management Branch. The SFDPH personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored:

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the SFDPH.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The San Francisco Department of Public Health will implement the CDFA GWSS nursery shipping protocol, bulk grape protocol, bulk citrus protocol, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

The San Francisco Department of Public Health will utilize the CDFA GWSS Statewide Survey Protocols as its survey protocol. These guidelines include minimum requirements to conduct a survey program. The county will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Survey Protocols.

In the event of an infestation, nurseries in San Francisco County that are under compliance agreement will be monitored for compliance. Shipping wine-grape vineyards also will be surveyed and monitored for GWSS and adherence of shipping regulations.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations [CCR]). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.

- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

ITEM F

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the San Francisco Department of Public Health (SFDPH) and the San Francisco County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the SFDPH will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The San Francisco Department of Public Health's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.
2. The San Francisco Department of Public Health's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The San Francisco Department of Public Health plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.
4. The San Francisco Department of Public Health will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the San Francisco County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

**PIERCE'S DISEASE CONTROL PROGRAM
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. No additional environmental review or documents by the counties should be needed unless any of the following are true:

- Substantial variations are being proposed in the workplan that would involve new significant environmental effects or a substantial increase in the severity of previously identified effects; or
- Substantial changes have occurred with respect to the circumstances under which activities are being undertaken; or
- Significant new information shows a need for additional analysis and disclosure of the environmental impacts of the activities.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

 X The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.

 The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

**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>

**PIERCE'S DISEASE CONTROL PROGRAM
 BUDGET**

San Francisco County Proposed PDCP Budget 2010-2011

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Salaries	Hourly Rate	Number of Hours	Total
Agricultural Biologists	28.95	1151	\$33,321.45
Ag. Commissioner	58.43	96	\$5,609.28
Administrative Support	25.66	<u>12</u>	<u>\$307.92</u>
		1259	
		Total Permanent	\$39,238.65
Staff Benefits	Rate		
Permanent @ 30%	0.3000		<u>\$11,771.60</u>
		Total Benefits	\$11,771.60
		Total Personnel Services	\$51,010.25

OPERATING EXPENSES

General Expense/Supplies

**Vehicle Expense	Rate	Miles	
County @ \$0.50 per mile	0.50	3976.5	\$1,988.25
State @ \$0.27 per mile	0.27	0	
Parking (2 trucks @ \$150.00 per month/vehicle x 30% use for program)			\$1,080.00
Indirect Cost (25% of total permanent salaries)	0.25		<u>\$9,809.66</u>
		Total Operating Expenses	\$12,877.91
		Total Survey/Inspection Activities	\$63,888.16

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

**PIERCE'S DISEASE CONTROL PROGRAM
 BUDGET**

San Francisco County Proposed PDCP Budget 2011-2012

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Salaries	Hourly Rate	Number of Hours	Total
Agricultural Biologists	28.95	1151	\$33,321.45
Ag. Commissioner	58.43	96	\$5,609.28
Administrative Support	25.66	<u>12</u>	<u>\$307.92</u>
		1259	Total Permanent \$39,238.65
Staff Benefits	Rate		
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OPERATING EXPENSES

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			Total Operating Expenses \$12,877.91
			 Total Survey/Inspection Activities \$63,888.16

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

**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 may 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 substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2010/11 and 2011/12 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

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 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.

I. 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.

2. Contract Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance 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 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.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent.