



JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

---

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

0175

**AGENDA: APRIL 11, 2000**

March 30, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: CALIFORNIA DEPARTMENT OF FISH AND GAME GRANT AGREEMENT

Members of the Board:

On May 18, 1999, your Board approved Resolution No. 198-99 authorizing submittal of fishery restoration grant applications to the California Department of Fish and Game. Public Works is pleased to report that the Santa Cruz County Road-Related Erosion Prevention Planning Project application was approved for \$51,008.00 with minor modifications. The California Department of Fish and Game has provided an agreement with the County of Santa Cruz to carry out the erosion control program described in the application. A copy of the agreement is attached for your review, along with the statement of work and proposed budget.

Under terms of the agreement, the County of Santa Cruz will act as the lead agency to complete a comprehensive assessment of Santa Cruz County system roads in the San Lorenzo River watershed. The assessment will focus on road-related sediment culminating in an action plan that will include specific recommendations and plans for implementation.

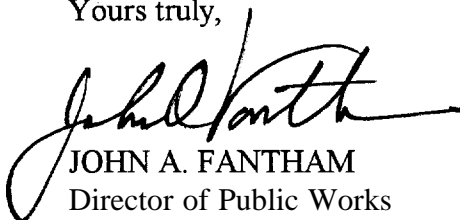
As this project was not anticipated during budget hearings, a Resolution Accepting Unanticipated Revenue is attached for your Board's approval to authorize receipt and appropriation of grant funding from the California Department of Fish and Game.

0176

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve a grant agreement with the California Department of Fish and Game for the Road-Related Erosion Prevention Planning Project in the amount of \$51,008.00.
2. Adopt a Resolution Accepting Unanticipated Revenue in the amount of \$51,008.00 from the California Department of Fish and Game.
3. Authorize the Director of Public Works to sign the grant agreement on behalf of the County of Santa Cruz.

Yours truly,

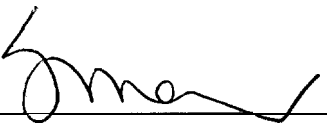


JOHN A. FANTHAM  
Director of Public Works

VE:mg

Attachments

RECOMMENDED FOR APPROVAL,:



\_\_\_\_\_  
County Administrative Officer

copy to: Public Works

GRRM

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. \_\_\_\_\_

0177

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from the California Department of Fish and Game for the Fishery Restoration Grant Program;

WHEREAS, the County is a recipient of funds in the amount of \$5 1,008.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$5 1,008.00 into Public Works Department

Index No. 621100 Revenue Subobject No. 0894

and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
621100	3590		DPW SERVICES (WA 40079)	\$51,008.00

\*\*\*\*\*

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By \_\_\_\_\_

Department Head

Date 3/28/00

\*\*\*\*\*

COUNTY ADMINISTRATIVE OFFICER //Recommended to Board

0178

//Not Recommended to Board

\*\*\*\*\*

\*

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 1 lth day of April, 2000, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

Samuel Tan J. 3/29/00  
Chief Assistant County Counsel

APPROVED  
AS TO ACCOUNTING DETAIL:

Russell J. Hilson 3/28/00  
Auditor-Controller

Distribution: Auditor-Controller  
Public Works Department

GRRM  
(3/00)

Page 2 of 2

**40**

*Make Yourself Count! Census 2000 - El Censo 2000 ¡Hagase Contar!*

**STANDARD AGREEMENT-**APPROVED BY THE  
ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER <b>P9985053</b>	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>94-6000534</b>	

THIS AGREEMENT, made and entered into this 1st day of May, ~~xx~~2000, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

**0179**

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Department of Fish and Game</u>
--	--

hereafter called the State, and

Santa Cruz County Public Works, hereafter called the Contractor.

**WITNESSETH:** That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. This agreement is entered into by and between the California Department of Fish and Game, hereinafter referred to as the State and Santa Cruz County Public Works, hereinafter referred to as the Contractor.
2. The Contractor agrees to provide all labor, materials, equipment, tools, transportation, permits, licenses, and services necessary to implement the Road-Related Erosion Prevention Planning Project, complete and in accordance with the Statement of Work outlined in Exhibit A, which is attached and made a part of this agreement by this reference.
3. The term of this agreement shall be from May 1, 2000, and shall continue through March 15, 2002. The Contractor should be aware that time is of the essence and the State expects work will be completed during the first available field season. If the Contractor does not expect to complete the terms and conditions detailed in the Statement of Work during the first available field season, the Contractor must submit a project time line, in writing, to the State's Contract Manager for approval.

CONTINUED ON 4 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Department of Fish and Game</u>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>Santa Cruz County Public Works</u>			
BY (AUTHORIZED SIGNATURE) <u>D</u>		BY (AUTHORIZED SIGNATURE) <u>D</u>			
PRINTED NAME OF PERSON SIGNING <u>James F. Trout</u>		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE <u>Deputy Director, Administration</u>		ADDRESS <u>701 Ocean Street Santa Cruz CA 95060</u>			
AMOUNT ENCUMBERED BY THIS DOCUMENT <u>\$ 51,008.00</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>Support/Clearing Acct. 99</u> (OPTIONAL USE)		FUND TITLE <u>Preservation</u>		Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <u>\$ 0</u>	ITEM <u>3600-001-200-99</u>	CHAPTER <u>50</u>	STATUTE <u>99100</u>	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE <u>\$51,008.00</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>H300 418 A2070 123530</u>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER <u>Roberto Salguero</u>		T.B.A. NO.		B.R. NO.	
		DATE <u>3-3-00</u>			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

**40**

4. The maximum amount payable under the terms of this agreement, including all applicable taxes and expenses, shall not exceed \$51,008.00. This amount is in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this agreement by this reference.
5. The budget in Exhibit B is an estimate of the Contractor's anticipated costs of performance hereunder. Actual invoiced expenses must be charged against specific categories in the budget. If required by actual costs, the Contractor may transfer **funds** from one or more budgeted categories to another, and the State may approve and reimburse expenditures in excess of the estimated costs, providing there are offsetting, decreased expenditures in other budgeted categories. Such requests for budget category changes must be made in writing and approved by the State's Contract Manager. Any cumulative **budget** category shifts in excess of 10% will require a formal amendment hereto.
6. The State intends to implement this agreement through a single administrator, herein called the "Contract Manager". The Contract Manager shall make all determinations and take all actions as tie appropriate under this agreement, subject to the limitations of State administrative regulations. No decision of persons other than the Contract Manager, unless expressly delegated in writing, shall be binding on the Contract Manager or the State.
7. The State's Contract Manager for this agreement shall be:

Marty Gingras  
Department of Fish and Game  
20 Lower Ragsdale Drive, Suite 1 QO  
Monterey, CA 93940  
(83 1) 649-2885
8. The Contractor's Representative for this agreement shall be:

Valerie Epperson  
County of Santa Cruz  
Public Works  
701 Ocean Street  
Santa Cruz, CA 95060  
(83 1) 454-2670, (83 1) 454-2385 FAX
9. No work can be performed until the Contractor has received an approved copy of this agreement and written notification from the State's Contract Manager indicating that the project has been reviewed and approved pursuant to the California Environmental Quality Act, and that all applicable State and Federal permits, and/or agreements necessary for work as specified in Exhibit A have been obtained by the Contractor. All work will be

done at sites and using only materials and procedures approved in advance, in writing, by the State's Contract Manager.

10. It will be the responsibility of the Contractor to obtain all permits, and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner for access to trespass and perform contract work before any work will be authorized by the State's Contract Manager.
11. This agreement is not intended as an approval of a project or of specific project features by the Department of Fish and Game pursuant to the California Environmental Quality Act. Independent review and recommendation will be provided by the Department as appropriate on those projects where local, state, or federal permits or other environmental reports are required.
12. No equipment will be purchased with funds provided by the State under this agreement. The State does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. The State's Contract Manager may require the Contractor to submit progress reports or attend meetings with state personnel as often as determined to be necessary by the Contract Manager, but not more often than once a month, to allow the State to determine if Contractor is performing within the scope of the contract, whether the project is on schedule, provide communication to interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies may be developed quickly.
14. It will be the responsibility of the Contractor to provide the State with a final report of its accomplishments hereunder on or before the termination date of this agreement. The report must be received prior to release of any payment retention under this agreement (see # 20).
15. The report shall include, but not necessarily be limited to, the following information:
  - A. Contract number.
  - B. Location of work- Provide a legible 8.5 x 11" photocopy of original appropriately scaled USGS (or equivalent) contoured topographic map, that shows the watershed boundary described in the plan.
  - C. Completed Assessment and Watershed Plan - A description of all significant assessment activities and factors considered. Provide the completed watershed plan, including a schematic drawing of the project site with downstream and upstream project boundaries and attached narrative, location of each structure,

location of each proposed restoration action, the stream channel, direction of flow, and significant natural or artificial features. Photographs (prints or slides) of the general project site, each structure, and location of proposed restoration action are requested but not required.

- D. Time - date of work and total number of person hours expended.
- E. costs:
  - a. DFG contract dollars spent.
  - b. Contributed and/or in-kind services used to complete project.
- 16. In consideration of the services performed in a manner acceptable to the State, the State shall reimburse the Contractor for its actual and necessary cost of performance hereunder, not more frequently than monthly, in arrears. All invoices shall be itemized with the time period covered and the work items accomplished.
- 17. To obtain payment, the Contractor shall submit an itemized invoice to the attention of the State's Contract Manager. In addition, a single copy of the invoice must be sent to the Contract Coordinator at: Department of Fish and Game, Watershed Restoration Branch, Attention: Shirley Lipa, 1807 13th Street, Suite 104, Sacramento, CA 95814.
- 18. The invoices shall bear reference to **P9985053**, the number assigned to this agreement. Invoices must be submitted on letterhead stationary, type written with name and address of the Contractor, and must contain the signature and title of the person submitting the invoice. The invoice must be itemized using the categories and following the format of the budget (Exhibit B).
- 19. Each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Contractor's performance under this agreement since the time the previous such report was prepared. The report should describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period.
- 20. The State shall withhold 10% from each and every progress payment pending fulfillment of the Contractor's obligations herein. The Contractor must invoice for the payment retention at the end of the contract term.
- 21. The Contractor may be required to substantiate to the State all charges and costs incurred and must maintain actual receipts and supporting documentation of the invoice throughout the term of this agreement and for a period of three years thereafter.
- 22. To ensure payment and allow for an adequate amount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against this contract must be received and approved by the State's Contract Manager no later than April 15, 2002.



23. The Contractor shall comply with the Standard Clauses and/or Special Provisions, which are **attached** and made a part of this agreement by this reference: Standard Clauses Agreements with Public Entities, PE 1-3 and Progress Payments/Payment Retention Clause, SP 8.

EXHIBIT A  
Road-Related Erosion Prevention Planning Project  
STATEMENT OF WORK

Under direction of the Department of Fish and Game (DFG), the Contractor will develop long-term salmon and steelhead habitat improvements on public and/or private lands in the San Lorenzo River watershed by carrying out comprehensive, watershed-wide planning activities. Planning activities include a consideration of information from prior evaluation, assessment, and planning work (as it exists), and the results of the Contractor's current, comprehensive assessment of Santa Cruz County-system roads in the San Lorenzo River watershed. Planning activities will culminate in a road-related erosion control action plan for Santa Cruz County-system roads in the San Lorenzo River watershed. Under the following conditions and terms, the action plan will provide DFG and the Santa Cruz County Public Works with recommendations and implementation plans that will address road-related sedimentation problems in the San Lorenzo River watershed:

1. The Contractor will provide up to \$58,492.00 in funds or in-kind services to complete tasks described in paragraphs 2 - 5 of Exhibit A, Statement of Work. The Department of Fish and Game will provide an amount not to exceed \$51,008.00 as described in Exhibit B, Estimated Budget. Accurate records of in-kind funds or services will be made available to the Department of Fish and Game upon request at any time during the term of this agreement.
2. All assessment protocols and improvements recommended will be in accordance with techniques described in *Handbook for Forest and Ranch Roads* (Weaver and Hagans, 1994), or other protocols approved by the Contract Manager.
3. Pre-planning analysis will include, but is not limited to, the following tasks:
  - a. Evaluate results of the roads assessment.
    1. Use multi-disciplinary data analysis methods as appropriate.
    2. Rank and order potential treatment sites on a cost/benefit basis.
  - b. Evaluate the benefit to fisheries of potential treatment sites.
    1. Rank and order potential treatment sites on a fisheries benefit basis.
4. Plan development and presentation includes, but is not limited to, the following tasks:
  - a. The Plan will include:
    1. Pertinent data and information developed
    2. Assessment results
    3. Site-specific, clearly prioritized prescriptions for salmon and steelhead habitat restoration recommendations. Recommendations will include any further planning, permit, agreement, and funding needs.
    4. Maps pertinent to assessment results.
  - b. Plan presentation will include:
    1. Progress reports or review drafts submitted with all invoices to the Contract Manager during plan development or quarterly.

2. A draft review plan will be presented to the Contract Manager<sup>0185</sup> and CRMP's operating in the San Lorenzo River watershed by February 1, 2002.
3. Copies of the plan will be delivered to the Contract Manager by March 1, 2002 on paper and electronically in an IBM-compatible WordPerfect 6/7/8 format, and be available to interested agencies and individuals.
4. All final Geographic Information System (GIS) material developed under terms of this agreement will be delivered to the Contract Manager in an IBM PC-compatible ArcView format and will include metadata. All final databases, worksheets, and/or other data developed under terms of this agreement, including assessment results, identified problem sites, treatment sites, recommendations and project site data, and other pertinent physical and biological information, will be delivered to the Contract Manager on paper and ASCII DOS text, ASCII (DOS) comma delimited text, or LOTUS WK3 format electronic files.
5. The Contractor will acknowledge the participation of the Department of Fish and Game and use of SB 271 funds on any signs, flyers, or other types of written communication or notice to advertise or explain the project.

## EXHIBIT B

Road-Related Erosion Prevention Planning Project  
ESTIMATED BUDGET

0186

PERSONNEL COSTS*Santa Cruz Co. Public Works*

Project Administration	(200hrs @ \$27.19/hr)	\$5,438.00
Benefits @ 30%		1,631.00

*Santa Cruz Co. Planning*

Database Management	(78hrs @ \$52/hr)	4,056.00
---------------------	-------------------	----------

TOTAL PERSONNEL COSTS	<u>11,125.00</u>
-----------------------	------------------

OPERATING EXPENSES*Subcontractor*

Lead Professional	(390hrs @ \$50/hr)	19,500 .00	
Technician	(650hrs @ \$25/hr)	16,250 .00	
Transportation	(4904 miles @ \$0.25/mile)	1,226.00	
Transportation	(5650 miles @ \$0.3 l/mile)		1,752.00
Office supplies			200.00
Field supplies			500.00
Copies and photo documentation			305.00
FAX and communications			150.00

<u>TOTAL OPERATING EXPENSES</u>	<u>39,883.00</u>
---------------------------------	------------------

<u>TOTAL ESTIMATED BUDGET</u>	<u>\$5 1,008.00</u>
-------------------------------	---------------------

State of California

The Resources Agency

DEPARTMENT OF FISH AND GAME

0187

**STANDARD CLAUSES  
AGREEMENTS WITH PUBLIC ENTITIES****Commencement of Work**

This contract is of no force and effect until signed by both parties and approved by the Department of Fish and Game and/or the Department of General Services as pursuant to PCC §§10335, 10360 and 10295. Any work initiated prior to the approval date is done at the Contractor's own risk. Absolutely no expenses incurred prior to the effective date of this agreement will be approved for payment.

**Availability of Funds**

Work to be performed under this agreement is subject to availability of funds through the State's normal budget process.

**Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

**Documents and Written Reports**

Any document or written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, a disclosure statement indicating that such was prepared through agreement with the Department of Fish and Game and shall further contain the agreement number and dollar amount of all agreements and subcontracts relating to the preparation of such document or report.

**Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**Nondiscrimination Clause - Excluding Contracts with Federal Entities**

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), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors 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 subcontractor shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. 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 is 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.

**Americans With Disabilities Act**

By signing this agreement, Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Recycling Certification**

Contractor shall certify in writing under penalty of perjury that the minimum, if not exact, percentage of the materials, goods, supplies ordered, or products used in the performance of this contract meets or exceeds the minimum percentage of recycled material as defined in PCC §§ 12 161 and 12200. The Contractor may certify that the product contains zero recycled content. (PCC § 10233)

**Air and Water Pollution Violation**

Under the State laws, the Contractor shall not be: 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; 2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**Child Support Compliance Act**

For any contract in excess of \$100,000, the Contractor acknowledges in accordance with, 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.

**Year 2000 Compliance**

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are "Year 2000 compliant". For purposes of this contract, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**Drug-Free Workplace Requirements**

By signing this agreement, the Contractor hereby certifies under penalty of perjury under the State laws that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a Statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs' and,
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works on the proposed agreement:
  - a. Will receive a copy of the company's drug-free policy statement; and,
  - b. Will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement, or both, and the Contractor may be ineligible for award of any future State agreements if the Department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC § 8350 et seq.)

**National Labor Relations Board Clause**

By signing this agreement, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal Court which orders Contractor to comply with an order of the National Labor Relations Board (PCC § 10296)

**Contract Dispute Clause**

The State's Contract Manager has initial jurisdiction over each controversy arising under or in connection with the interpretation, performance, or payment under this contract. The Contractor will diligently pursue with the State's Contract Manager mutually agreeable settlement of any such controversy. In the event a dispute cannot be resolved by mutual agreement, the State's Contract Manager shall promptly issue a written decision in the matter which shall be mailed or otherwise furnished to the Contractor and which shall inform the Contractor of his right to appeal the decision as provided herein. The Contractor shall have fifteen (1.5) calendar days from receipt of the decision to submit a written protest of the decision to the Deputy Director, Administration, Department of Fish and Game. The decision of the State's Contract Manager shall be final and conclusive unless it is appealed by the Contractor within the specified period. Pending final decision of dispute hereunder, the Contractor shall proceed with the performance of this contract, unless otherwise directed by the State.

**Workers' Compensation Clause**

Contractor agrees to the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with such provisions, and Contractor agrees to comply with such provisions before commencing the performance of the work under this agreement.

**Travel and Per Diem**

Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.  
(CCR, Title 2, § 599.615 et seq.)

**Use of Subcontractors**

If the contractor desires to accomplish all or part of the services through the use of one or more subcontractors then the following conditions must be met: 1) the contractor will competitively bid any required subcontracts; 2) the contractor shall submit any subcontracts to the State for prior approval; 3) the contract between the primary Contractor and the subcontractor must be in writing; 4) the subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the contract; and 5) upon termination of any subcontract, the State shall be notified immediately in writing. Further, any subcontract in excess of \$10,000 entered into as a result of this agreement shall contain all applicable provisions stipulated in this agreement.

**Audit Clause**

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 pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years from the final payment made by the State, unless a longer period of records retention is stipulated elsewhere in this agreement. 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 of staff in any subcontract related to performance of this agreement. (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, § 1896.60 et seq.)

**Conflict of Interest-Current and Former State Employees****Current State Employees**

No officer or employee shall engage in any employment, activity, or enterprise from which the office or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services. (PCC § 10410)

**Former State Employees**

For the two-year period from the date he or she left State employment, no former State officer or employee may enter into an agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the agreement while employed in any capacity by any State agency.

For the twelve-month period from the date he or she left State employment, no former State Officer or employee may enter into an agreement with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service. (PCC § 104 11)

**Priority Hiring Considerations**

If this agreement is in excess of \$200,000, the Contractor agrees to give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (PCC §10353)

**Amendment Clause**

This agreement may be amended in writing, and not otherwise, as mutually agreed upon by the parties hereto. The amendment shall be subject to the approval of the Department of General Services, unless otherwise exempted.

**Termination Clause**

The State shall have the right to terminate this agreement at its sole discretion at any time upon giving thirty (30) days written notice to the Contractor. In case of early termination, a final payment will be made to the Contractor upon receipt of a report covering costs incurred up to notice of termination, based on the portion of work completed.



State of California

SP 8  
The Resources Agency

## DEPARTMENT OF FISH AND GAME

**SPECIAL PROVISION 8**

Agreement No. P9985053

**Progress Payments/Payment Retention Clause**

Progress payments are partial payments of the agreement price and are based on the performance schedule in the agreement. For any contract allowing progress payments to the Contractor (monthly, quarterly, semi-annually) or other terms in which the Contractor is paid on a basis other than lump sum, each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Contractor's performance under this agreement since the time the previous such report was prepared. The report should describe the types of activities and specific accomplishments during the period rather than merely listing the number of hours worked during the reporting period.

Progress payments to Contractors for work performed or costs incurred in the performance of the agreement are allowed, provided that not less than 10 percent of the agreement amount shall be withheld pending satisfactory completion of all services under the agreement. However, if the agreement consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

Contractor is required to submit a **final** invoice for the agreement retention amount,

page 12 of 14

04/99