



County of Santa Cruz

0001

OFFICE OF THE AGRICULTURAL COMMISSIONER

DAVID W. MOELLER
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES
DIRECTOR MOSQUITO AND VECTOR CONTROL

May 31, 2000

Agenda Date: June 13, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Glassy-Winged Sharpshooter/Pierce's Disease Contract

Dear Members of the Board:

The California Department of Food and Agriculture (CDFA) has sent this department an agreement to perform work to prevent the spread of glassy-winged sharpshooter (GWSS), an insect which currently infests eight counties in Southern California. Governor Davis has just recently signed legislation making an immediate appropriation of \$6.9 million to combat this serious threat to California's agriculture.

GWSS, by its feeding habits, transmits a bacterium to various major crops including grapevines where it causes Pierce's Disease, a devastating and as yet incurable disease. Losses from Pierce's Disease in the Temecula area of Riverside County were placed at more than \$6 million last year. When the disease has run its course in the counties where it is currently found, losses are expected to be in the tens, perhaps hundreds of millions of dollars. In response to CDFA's request to participate in the GWSS program, we have developed a work plan to prevent the introduction and spread of GWSS into Santa Cruz County. This work plan includes inspection of all incoming plant material originating in the infested counties, inspections of nurseries, vineyards and urban ornamental plantings, and deployment of traps in urban areas, nurseries, and vineyards. Because of the seriousness of this latest threat to agriculture, we have already diverted some permanent staff to GWSS prevention activities and, in anticipation of the Governor's action, hired a seasonal inspector to begin GWSS-specific surveillance work. The agreement has been written in such a way that we will be able to submit invoices for reimbursement for hours already spent on GWSS. However, because of the State's billing cycle, no funds will actually be received in the current fiscal year.

As is typical of similar pest prevention agreements we have with CDFA, under the contract the County will furnish all equipment and labor necessary to perform the inspections and trapping. The term of the agreement is from March 1, 2000 through June 30, 2001. The total amount payable under this agreement for work we perform will not exceed \$21,900 for FY 99/00 and \$43,574 for FY 00/01 for a total not to exceed ~~\$65~~**\$65,474**.

It is therefore RECOMMENDED that your Board:

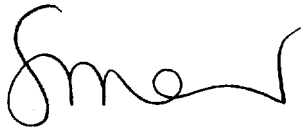
1. Approve the contract with CDFA for an amount not to exceed \$65,474 for work we perform in the GWSS/Pierce's Disease program; **and**
2. Authorize the Agricultural Commissioner to sign the agreement with CDFA on behalf of the County.

Sincerely,



David W. Moeller
Agricultural Commissioner

Approved:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

cc: Auditor
County Counsel

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0003

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

**Santa Cruz County
Agricultural Commissioner**

(Dept.)

(Signature)

5/24/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

Santa Cruz County Agricultural Commissioner

1. Said agreement is between the _____ (Agency)

and, Calif. Dept of Food & Ag, 1220 N St, Rm A-357, Sacramento, CA, 95816 (Name & Address)

2. The agreement will provide a Glassy-winged Sharpshooter/Pierce's Disease Program

3. The agreement is needed. to reimburse the County for the cost of the program

4. Period of the agreement is from March 1, 2000 to June 30, 2001

5. Anticipated revenue 65,474; \$ 21,900 for fy 99/00 (Fixed amount, Monthly rate; Not to exceed)
cost is \$ 43,574 for fy 00/01

6. Remarks: This is an addition to the BOS Continuing Agreements list. Program costs fully
reimbursed. No County Contract # at this time--to be assigned.

7. Revenue is Anticipated budgeted in 103210 (Index#) 0730 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered
or not will be

Contract No. R-728 Date 6/1/00

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

(n/a)

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
_____ to execute the same on behalf of the _____

_____ (Agency).

Remarks: _____ (Analyst)

County Administrative Officer
By [Signature] Date 6/2/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk

STANDARD AGREEMENT
STD 2 (REV S-91)

0 0 0 4

CONTRACT NUMBER 99-0814	AM NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NO.	

THIS AGREEMENT, made and entered into this 22nd day of May, 2000,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Secretary	AGENCY California Department of Food and Agriculture	, hereafter called the State, and
CONTRACTOR'S NAME County of Santa Cruz		, 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 all services, materials, labor and equipment necessary to perform the work required under this Agreement.

The term of this Agreement shall be for the period of March 1, 2000 through June 30, 2001 and shall be for an amount not to exceed \$65,474.00.

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

- Exhibit A - Scope of Work
- Exhibit B - Budget Detail and Payment Provisions - Fiscal Display
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions

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SANTA CRUZ COUNTY
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CONTINUED ON _____ 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 California Department of Food and Agriculture	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) County of Santa Cruz			
BY (AUTHORIZED SIGNATURE) >	BY (AUTHORIZED SIGNATURE) > <i>David W. Moeller</i>			
PRINTED NAME OF PERSON SIGNING Victoria Gerber	PRINTED NAME AND TITLE OF PERSON SIGNING David W. Moeller, Agricultural Commissioner			
TITLE Departmental Services Manager	ADDRESS 175 Westridge Drive, Watsonville, CA 95076-2797			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		
\$ 65,474.00	20.20.19 (OPTIONAL USE) 99/00 \$21,900.00; 00/01 \$43,574.--	Department of General Services Use Only		
PRIOR AMOUNT ENCUMBERED FOR THIS DOCUMENT \$ -0-	ITEM 8570-001-0001	CHAPTER 50	STATUTE 1999	FISCAL YEAR 99/00
TOTAL AMOUNT ENCUMBERED TO DATE \$65474.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 56944			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER >		DATE		

with the Department of Food & Agriculture

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
CONTRACT EXEMPTION APPROVAL
FILE NO. 28

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER c 1

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing OF resulting to any and all contractors, subcontractors, materialmen, 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 the Contractor in the performance of this Agreement.
2. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained 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. The cost to the State shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this Agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence of this Agreement.
6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractors expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

EXHIBIT A SCOPE OF WORK

Contractor agrees to provide to the California Department of Food and Agriculture (CDFA) the following services as described herein for the Glassy-Winged sharpshooter / Fierce's Disease Program.

The project managers during the term of this Agreement shall be:

For CDFA:	Name:	Nate Dechoretz Integrated Pest Control Branch
	Address:	1220 N Street, Room A-357
	City:	Sacramento, CA 95816
	Phone No.:	916-654-0768

For Contractor:	Name:	David Moeller
	Address:	175 Westridge Drive
	City:	Watsonville, CA 95076-2797
	Phone No.:	831-763-8080

Santa Cruz County
Glassy-winged Sharpshooter I Pierce's Disease Program

4/20/2000

FIELD HOURS

	HOURS March 15 - June 30, 2000	HOURS July 1 - October 31, 2000	HOURS March 1 - June 30, 2001
<u>Nursery Locations:</u>			
Trap and visually survey 180 nurseries consistent with Section I of GWSS State Survey Guidelines ("Guidelines"),	548	422	232
<u>Urban Residential Areas:</u>			
"Piggy-back" GWSS traps with Medfly trap locations. 400 traps at density of 5 per square mile	444	670	232
Visually survey large ornamental plantings consistent with Section I of Guidelines.	0	80	40
<u>Cropland:</u>			
Place traps at 56 locations consistent with Section I of Guidelines.	128	148	76
Visual survey to be concurrent with trap placement and relocation.	0		0
<u>High Risk Areas (Aug-Oct):</u>			
Visually survey high-risk sites consistent with Section I of Guidelines.	0	40	20
Trap high-risk sites consistent with Section I of Guidelines.	0	0	0
Total	1120	1360	600

Total Hrs:
3080

Agreement No. 99-0814
Exhibit A

0007

EXHIBIT B

0008

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment.

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.

Invoices shall include the Agreement number and be submitted in triplicate not more frequently than monthly in arrears to the CDFA Project Manager. Request for final payment shall be made only when all required work has been satisfactorily completed.

2. Budget Contingency Clause.

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.

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. Prompt Payment Clause.

Payment shall be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. Progress Payments.

When applicable, progress payments may be allowed when work performed under this Agreement consists of the performance of separate and distinct tasks. Funds withheld for a particular task in the amount of ten (10) percent of each invoice may be paid upon completion of that task. (Separate and distinct tasks do not usually occur when the Agreement is for a finished project report or plan.) Progress payments are not allowed for Agreements with a term of less than three (3) months. Progress payments shall not be made more frequently than once a month in arrears, or at clearly identifiable stages of progress based upon written progress reports submitted with the Contractor's invoices. Progress payments shall be based on at least equivalent services rendered. (Hours worked shall not be the sole basis for progress payments.)

Santa Cruz County
Glassy-winged Sharpshooter / Pierce's Disease Program

5/15/2000

Fiscal Display

Item	Fiscal Year 1999 / 2000	Fiscal Year 2000 / 2001
Personal Services		
Permanent Salaries	\$3,652	\$3,404
Temporary Salaries	\$10,742	\$20,423
Subtotal Salaries	\$14,394	\$23,827
Staff Benefits		
Permanent Benefits	\$1,216	\$1,134
Temporary Benefits	\$822	\$1,562
Total Personnel Services	\$ 16,432	\$26,523
Operating Expenses		
General Expense / Supplies	\$200	\$200
Postage	\$200	\$200
Communications	\$260	\$720
T r a v e l	\$100	\$300
Vehicle Operations	\$600	\$9,000
Indirect Cost		
25% of Total Personnel Services	\$4,108	\$6,631
Total Operating Expense	\$5,468	\$17,051
Total Program Costs	\$21,900	\$43,574

Agreement No. 99-0814
Exhibit B

0009

4/20/2000

Agreement No.
Exhibit *B*

99-0814

APR 20 '00 12:13PM SC AGR COMM: VECTOR

Santa Cruz County
Glassy-winged Sharpshooter /Pierce's Disease Program

Fiscal Display
Personnel Services

Item	Fiscal Year 1999 / 2000	Fiscal Year 1999 / 2000
<u>Position</u>		
Permanent:		
Secretary		
@\$16.78/hour, 4 hours / month	\$ 2 0 1	\$470
Ag/Wts& Measures Insp III		
@\$21.57/hour, 296 hrs	\$3,451	\$2,934
Temporary		
Agricultural Biologist Aide (1)		
@\$11.19/hour, 2784 hours	\$10,742	\$20,423
Total	\$14,394	\$23,827

0
0
0

Santa Cruz County
Glassy-winged Sharpshooter / Pierce's Disease Program

5/15/2000

Fiscal Display
Operating **Expense Justification**

Item	Fiscal Year 1999 / 2000	Fiscal Year 2000 / 2001	Justification
General Expense	\$200	\$200	Field & Office Supplies including brochures, maps, paper, copies, sweep nets, plant ID guides and training aids
Postage	\$200	\$200	Mail GWSS information to nurseries and growers
Communication	\$260	\$720	2 cell phones @ \$30/mo plus startup
Travel	\$100	\$300	Travel to Regional GWSS Meetings
Vehicle Expense	\$600	\$9,000	County pool charges @ \$300/mo from May 1, 2000 through Oct. 31, 2000 Lease vehicles @ \$825/mo March 1, 2001 through June 30, 2001 See * below
Total	\$1,360	\$10,420	

*We are able to lease two (2) surplus vehicles from our county pool through October of 2000 at a cost of \$300/mo. We will do so again in 2001 if vehicles are available; otherwise we will need to lease them at \$825/mo.

Agreement No. 99-0814
Exhibit B

UNITED STATES OF AMERICA
SANTA CRUZ COUNTY
AGRICULTURE COMMUNITY DEVELOPMENT
VECTORS

P. 2/3

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

0012

1. 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 this Agreement is binding on any of the parties

2. 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.

3. Audit.

Contractor agrees that the California Department of Food and Agriculture, 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 record 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. (GS 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

4. Certification Clauses.

The Contractor Certification Clauses contained in document CCC199 previously submitted are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

5. 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 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.

6. 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.

7. Disputes.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

8. Governing Law.

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

9. 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 (Government Code Section 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 incorporate 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 this Agreement.

10. 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 effected thereby.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. Definitions.

In interpreting this Agreement, the following terms will have the meanings given to them below, unless the context clearly indicates otherwise.

- "State" shall mean the State of California including, but not limited to, the California Department of Food and Agriculture (CDFA) and/or its designated officer.
- "Contractor" shall mean the recipient of funds pursuant to this Agreement.
- "Subcontractor" shall mean a person or entity which contracts with the Contractor to perform all or a portion of the work as specified in Exhibit A, Scope of Work.

2. 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.

3. Bankruptcy.

In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies, then the CDFA may terminate this Agreement and all further rights and obligations by giving five (5) days notice in writing.

4. Communication.

All official communication from Contractor to the CDFA shall be directed to the designated CDFA project manager for this Agreement. All formal notices required by this Agreement will be given in writing and sent by prepaid certified mail, by personal delivery or by telex. The CDFA reserves the right to change the CDFA project manager at any given time without an Agreement amendment and reserves the right to approve any substitution of the Agreement project manager and any other consulting staff.

5. Confidentiality and Public Records.

Contractor and the CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250, or the Public Contract Code. The CDFA agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

6. Dispute Settlement.

In the event of a dispute, the Contractor shall file a written "Notice of Dispute" with CDFA within ten (10) days of discovering the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Director of the Administration Division shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Director shall be final.

In the event of a dispute, the language contained within the Agreement shall prevail over any other language, including that of the bid proposal.

7. Entire Agreement.

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.

8. 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 the Agreement. California may pay any applicable sales or use tax imposed by another state.

9. Force of Majeure.

Neither the State nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

10. Gratuities.

The CDFA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the CDFA or his duly authorized representative, that gratuities were offered or given by the contractor, or any agent or representative of the contractor, to any employee of the CDFA, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.

11. Management of Contract Functions.

Contractor's key personnel may not be substituted without the CDFA project manager's prior written approval. The CDFA may change the CDFA project manager by notice given contractor at any time. CDFA staff will be permitted to work side by side with Contractors staff to the extent and under conditions that may be directed by the CDFA project manager. In this connection, CDFA employees will be given access to all data, working papers, etc., which contractor may seek to utilize. Contractor will not be permitted to utilize CDFA employees for the performance of services which are the responsibility of contractor unless such utilization is previously agreed to in writing by the CDFA project manager, and any appropriate adjustment in price is made by issuance of an Amendment. No charge will be made to Contractor for the services of the CDFA employees while performing, coordinating or monitoring functions.

12. Publicity and Acknowledgement.

The Contractor agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

13. Remedies.

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise or one right or remedy will not be deemed a waiver or any other right or remedy.

14. Severability.

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

15. Stop Work Notice.

Immediately, upon receiving a written notice to stop work, Contractor shall cease all work under this Agreement.

16. Subcontractors.

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 its responsibilities and obligations hereunder. Contractor shall be responsible for the performance of all subcontractors undertaking work issued as a result of this Agreement. Contractor shall also be responsible for controlling costs and maintaining accurate records of invoices received from subcontractors. Subcontractors will be subject to any audits related to work performed as a part of, or in relation to, this Agreement. Contractor will be required to properly reimburse all subcontractors within twenty (20) working days of receipt of payment from the CDFA for services performed.

All subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to the State. Any change or addition of subcontractors will be subject to the prior written approval of the CDFA project manager. Upon termination of any subcontract, Contractor shall notify the CDFA project manager immediately. All provisions of this Agreement shall apply to subcontractors. If the CDFA or Contractor determines that the level of expertise or the services required are beyond that provided by Contractor or its routine subcontractors, contractor will be required to employ additional subcontractors. The CDFA may substitute or add subcontractors of its own choosing by amendment.