

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

CTA 18 025

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA TAHOE CONSERVANCY

CONTRACTOR'S NAME

2. The term of this Agreement is: February 14, 2019 through August 31, 2019
OR UPON DGS OFFICE OF LEGAL SERVICES APPROVAL, WHICHEVER IS LATER

3. The maximum amount of this Agreement is: \$ 25,000
TWENTY FIVE THOUSAND DOLLARS

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	5 page(s)
Exhibit A-1 Scope of Work Detail	1 page(s)
Exhibit B – Budget Detail and Project Schedule	2 page(s)
Exhibit C – General Terms and Conditions (GTC 417)	4 page(s)
Exhibit D – Contractor Certification Clause (CCC 417)	4 page(s)
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Eligible and Ineligible Costs	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA TAHOE CONSERVANCY

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JANE FREEMAN, DEPUTY DIRECTOR

ADDRESS

1061 THIRD STREET SOUTH LAKE TAHOE, CA 96150**California Department of General
Services Use Only** Exempt per: SCM 4.04.A.2

EXHIBIT A

SCOPE OF WORK

1. Scope of Work

See **Exhibit A-1, Scope of Work Detail**.

The Contractor shall complete the project activities in accordance with:

- a. the terms and conditions of the Agreement;
- b. the Budget Detail and Payment Provisions as set forth in Exhibit B; and
- c. the Workplan and Schedule approved by the Executive Director of the Conservancy ("the Executive Director") pursuant to the paragraph entitled "Workplan" below.

2. Term of Agreement

The anticipated term of this Agreement is six months, from February 14, 2019 through August 31, 2019. This Agreement shall take effect when one or more original completed copies have been signed by the authorized representatives of both parties, and approved by the State Department of General Services – Office of Legal Services, whichever is later. This contract may be amended for up to, but not longer than, one additional year.

3. Cost and Payment

As compensation for the satisfactory performance of the work described in the section entitled Scope of Work, the Conservancy agrees to pay Contractor a sum not to exceed Twenty Five Thousand Dollars (\$25,000). This contract may be amended for up to an additional 30% (\$7,500) for a total contract amount not to exceed thirty two thousand five hundred dollars (\$32,500).

Per State Contracting Manual Volume 1, 5.81, this contract may provide for either an additional one year OR an additional 30%, but **does not allow for both**. The contract can only be amended once.

4. Payment Schedule

Payments shall be made in arrears upon approval by the Conservancy. Contractor shall submit a fully executed invoice or "Request for Disbursement" no more frequently than monthly, but no less frequently than quarterly, which shall contain:

- the invoice number;
- Contractor's name and address;
- the number of the Agreement (CTA-18025);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested, including itemized timesheets and receipts; and
- the signature of an official authorized by the Contractor to sign such invoices certifying

that the invoiced work has been completed.

The final invoice must be marked "FINAL" and submitted upon final completion of the work and acceptance of the work by the Conservancy. The final invoice MUST be submitted NO LATER than **September 21, 2019**.

Payment shall be made promptly in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927, including Certified Small Business late payment penalties if applicable.

5. Workplan

Within the time periods shown in **Exhibit A-1** Scope of Work Detail, and prior to commencement of the work and disbursement of funds, the Contractor shall submit a detailed Workplan ("the Workplan") to the Executive Director or his designee for review and written approval as to its consistency with the terms of this agreement. Approval shall (a) be by way of a written determination that items are consistent with this agreement, and (b) shall be a precondition of Contractor's entering into agreements with contractors/consultants or undertaking work where no contractors/consultants are to be hired. The Workplan shall include:

- a. The specific tasks to be performed and products to be produced including but not limited to such items as meeting highlights and action items, and project reports, including maps, graphs, tables, and other technical analyses;
- b. A schedule for the project, specifically listing the completion date for each product and a final project completion date; and
- c. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project.

The Workplan shall have the same effect as if included in the text of this Agreement. However, the Workplan may be modified without amendment of this agreement upon the Contractor's submission of a modified Workplan and the Executive Director's written approval. If this Agreement and the Workplan are inconsistent, the agreement shall control.

The Contractor shall carry out the project in accordance with the approved Workplan.

6. Draft Products and Final Products

Draft products shall be submitted as requested and shall include, but not be limited to:

- a. a summary of work completed during reporting period;
- b. draft products, reports or interim findings, including a statement of tasks or milestones and a report of the status on each, including public and agency meetings and the results of such meetings;
- c. a discussion of any challenges or opportunities encountered in accomplishing the scope of work;

- d. an assessment of the progress as compared to the timeline in the Project Schedule;
- e. a financial report comparing costs to date and the approved scope of work and budget. This report should state whether or not the project is progressing within the approved project budget, including an explanation of any potential deviations;
- f. a quarterly itemized invoice including, but not limited to, detailed timesheets for each employee specific to this project, all receipts for items for which reimbursement is requested, including travel expenses and Subcontractor invoices including documentation verifying expenses; and
- g. copies of any other relevant materials produced under the terms of this agreement.

The Contractor shall submit a Final Report as defined in the Workplan on or before the completion date listed in the Project Schedule.

The **Final Report** shall include but not be limited to:

- a. A brief summary of the objectives of the project and how these objectives were accomplished;
- b. A discussion of how the funds were used and any fiscal contributions from other sources;
- c. Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from successful completion of the project;
- d. A statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding;
- e. Copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this agreement; and
- f. The work products identified in the Workplan, including summaries of the public and agency meetings conducted for the project.

A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report. **The Final Invoice must be submitted no later than September 21, 2019.**

7. Travel

Travel related expenses may not exceed the state travel reimbursement rate. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Additional information can be found at <http://www.dgs.ca.gov/travel/home.aspx>.

Due to budget constraints and in the spirit of fiscal responsibility, all in-person meetings shall be located within a 100-mile radius of Lake Tahoe, California, unless approved in advance by the Conservancy. Any travel required by the Conservancy staff in relation to the production of work outside of the 100-mile radius shall be paid for by the Contractor unless specifically authorized. These travel costs shall include airfare, rental car and overnight accommodations, if necessary.

8. Project Coordinator

All actions and approvals required to be taken by the Conservancy under this Agreement shall be taken by the Executive Director of the Conservancy or his designee. Whitney Brennan (or other such persons as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for any questions which may arise concerning the implementation of this Agreement.

9. Subcontracting

The Contractor may subcontract services to qualified firms or individuals with required expertise. The selection of such subcontractors and the terms of all subcontracts shall comply with all applicable State and Federal laws governing contracting and shall be subject to the prior written approval of the Executive Director of the Conservancy or his designee. All such subcontracts by Contractor shall be consistent with the terms of this Agreement.

10. Resolution of Disputes

In the event of any dispute arising out of this Agreement, the Contractor shall file a "Notice of Dispute" with the Executive Director of the Conservancy within ten (10) working days of discovery of the problem. Within ten (10) working days of such notification, the Executive Director shall meet with a representative of the Contractor and the Conservancy's Program Coordinator for the purpose of resolving the dispute. If the Executive Director is unable to resolve the dispute to the Contractor's satisfaction, the matter shall be referred to the Conservancy's governing board for its decision. If, following review by the Conservancy's governing board, the dispute cannot be resolved to the Contractor's satisfaction, the Contractor may process any claims arising there-from against the Conservancy pursuant to Government Code Section 900 et seq.

11. Termination

Either party may indicate its intent to terminate the obligations under this Agreement by providing the other party with thirty (30) days' notice in writing.

In the event of termination by the Conservancy, the Contractor agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancelable (binding) obligations incurred by the Contractor in the performance of its obligations under this Agreement until the date of actual termination. In the event of early termination by the Contractor, the Conservancy may proceed with the work in any manner deemed proper by the Conservancy. All costs to the Conservancy shall be deducted from any sum due to the Contractor.

12. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the Conservancy's operation which are designated confidential by the Conservancy and made available to Contractor in order to carry out this Agreement, or which become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Conservancy. The identification of all such confidential data and information as well as the Conservancy's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Conservancy in writing to Contractor. If the methods and procedures employed by the Contractor for the protection of data and information are deemed by the Conservancy to be adequate for the protection of the Conservancy's confidential information, such methods and procedures may be used, with the written consent of the Conservancy, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

13. Contractor Evaluation

Within thirty (30) days of completion of all work described in the "Scope of Work", the Contractor shall be evaluated by the Conservancy's Project Coordinator. The evaluation shall be kept with the contract records at the Conservancy. If the Contractor did not satisfactorily perform the work, a copy will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of completion of the evaluation. (Public Contract Code 10369)

14. Authority

The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement. The signature of the Executive Director of the Conservancy on this agreement certifies that the execution of this agreement is consistent with the authority delegated to the Executive Director under Resolution Number 4-85-1.

Exhibit A-1

Scope of Work Detail

Purpose

The California Tahoe Conservancy (Conservancy) and partners are collaboratively leading the development of an interagency Climate Adaptation Action Plan (CAAP) for the Lake Tahoe Basin (Basin). The goals of the CAAP include educating public agencies, stakeholders and communities about the impacts and implications of climate change; enhancing the Basin's resilience to climate change; and aligning public and private efforts to adapt to climate change.

Phase 1 of the CAAP will assess the Basin's vulnerability to climate change and associated extreme events for key resources, including lakes and streams, meadows and riparian areas, forests, biodiversity, cultural landscapes, transportation and infrastructure, recreation and tourism, and public health and safety. The Conservancy is currently working with an interdisciplinary team of scientists and experts to produce technical findings for the vulnerability assessment.

The Conservancy requires support services to develop infographics to communicate the important technical findings of the vulnerability assessment to the broader public and non-technical decision makers. The consultant would develop compelling and credible infographics to engage a lay audience.

Qualifications

Must have proven experience translating technical scientific and engineering information into creative, public-friendly, technically accurate infographics.

Scope

Produce 10-20 infographics for the CAAP vulnerability assessment for use in both print format and digital communications.

Work with the Conservancy staff to assess needs for each graphic and topical area of the vulnerability assessment. Workload for each graphic will vary, with some taking substantially more time (including several rounds of edits), and others taking substantially less time, given their scope, complexity, and detail.

Work is expected to occur from February through August 2019.

Submittal

1. Provide a narrative description of your experience creating infographics that communicate technical topics, and how you would plan to complete this scope of work.
2. Submit a portfolio of examples of previous infographics that communicate scientific and/or engineering concepts to lay audiences, including decision-makers.
3. Submit two references from previous comparable work, including name, title, affiliation, telephone, and email, and short description of the work completed.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Costs for travel and supplies are included in each task listed in the Request for Proposal (RFP) Workplan/Budget. See RFP Attachment 3 for project budget, schedule and personnel rates.

1. Invoicing

- A. Upon execution of the Agreement, and following receipt and approval of invoice(s), the California Tahoe Conservancy agrees to compensate the Contractor on no less than quarterly and no more than monthly invoice basis.
- B. Invoices shall include the Agreement Number and shall be submitted to:

California Tahoe Conservancy
Accounts Payable
1061 Third Street
South Lake Tahoe, CA 96150

Or by email to:
accounts.payable@tahoe.ca.gov

- C. Invoices must contain the following:

- the invoice number;
- Contractor's name and address;
- the number of the Agreement (CTA-18025);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested, including itemized timesheets and receipts; and
- the signature of an official authorized by the Contractor to sign such invoices certifying that the invoiced work has been completed.

The final invoice must be submitted NO LATER THAN September 21, 2019 and clearly identified as the FINAL invoice.

Nothing herein contained shall preclude advance payment pursuant to Article 1. Chapter 3, Part 1, Division 3, Title 2, Government Code.

2. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Contractor shall expend funds in the manner described in the Project Budget submitted with the Workplan approved by the Conservancy. If necessary, the Contractor shall submit a written request to revise the dollar amount of an item which may be increased by up to ten percent (10%) or \$50,000, whichever is less, in the Project Budget through a reallocation of funds from another item(s). The Contractor shall notify the Conservancy in writing at the time of requesting any such reallocation, and shall identify both the item(s) being increased and those being decreased. The Contractor must include a reasonable justification for the reallocation of funds, and shall not

proceed without written approval of the change by the Executive Director or his designee. Any increase of more than ten percent (10%) or \$50,000 in the amount of an item, whichever is less, or any change which materially changes the Scope of Work, must be approved by the Department of General Services through the amendment process. Upon approval, project funds may be reallocated between individual tasks.

3. 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.
- C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the District in the performance of this Agreement until notice of termination.

4. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. With the exception of general obligation bond funds, nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017 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

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: 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:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) 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 Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer 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.

2). 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.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E

Eligible and Ineligible Costs

In general, only direct costs for items within the scope of the project and the timeframe of the agreement are eligible for payment. Detailed staff costs may be requested prior to reimbursement or during the development of the contract workplan. Funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible expenses may be incurred by the Contractor after DGS Office of Legal Services approval. Eligible activities and expenses include, but are not limited to:

Planning Agreements

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers. Purchase negotiations and escrow fees are not eligible expenses under planning agreements but are covered by acquisition grants.)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- other relevant costs approved by Conservancy staff

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before Conservancy Board authorization of agreement award
- all costs related to the preparation and submittal of the agreement application
- staff time to oversee contracted project management services
- staff time beyond administration of agreement products and requirements
- food, refreshments and decorations
- unauthorized marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the agreement budget
- disallowance of per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available on line in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project