

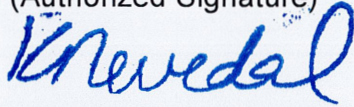
Contractor Certification Clauses

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mendocino	946000520

By (Authorized Signature)


Printed Name and Title of Person Signing
 Kristin Nevedal, Cannabis Department Director

Date Executed	Executed in the County of
10/11/22	Mendocino

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 lesser 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.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

R2010001

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTOR NAME

County of Mendocino

2. The term of this Agreement is:

START DATE

February 12, 2021

THROUGH END DATE

November 2, 2022

3. The maximum amount of this Agreement is:

Two Hundred Thirty One Thousand Six Hundred Fifty Four Dollars and No Cents (\$231,654.00)

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.

Exhibits	Title	Pages
	Scope of Work - Commercial Cannabis Application Site Sensitive Species Review	3
	Budget Detail	1
Exhibit B	Modified General Terms and Conditions	8
+		
-		

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mendocino

CONTRACTOR BUSINESS ADDRESS

860 N Bush Street

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Kristin Nevedal

TITLE

Cannabis Department Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/11/22

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTING AGENCY ADDRESS

P.O. Box 944209

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Melinda Peacock

TITLE

Branch Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Knewedal 10/11/22
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: WOLJA21

Line Item: 86-2189

Grant: Yes No

Grant No.: G21-017

CONTRACTOR/COMPANY NAME:

By: _____

NAME AND ADDRESS OF CONTRACTOR:

Melinda Peacock, Branch Chief, Business Management Branch

California Department of Fish and Wildlife

P.O. Box 944209 Sacramento CA, 94244

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 10/18/2022

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 10/18/2022

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 10/18/2022

Date: 10/06/2022

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/06/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Ji Foh
Deputy CEO or Designee

Date: 10/06/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

Commercial Cannabis Application Site Sensitive Species Review

SCOPE OF WORK

1. The California Department of Fish and Wildlife is herein and after referred to as “CDFW” or “Contractor” and the County of Mendocino is hereafter referred to as “County”.

CDFW agrees to provide project review and determinations for sensitive species and sensitive natural communities related to Commercial Cannabis Cultivation Applicant and Permit Holder sites for specific projects referred by the County. The review and determinations will be done in conformance with the procedures outlined in the County Pilot Policy for Sensitive Species Review created in cooperation with CDFW and implemented by the County on September 30, 2020. The services provided pursuant to this agreement will be delivered as described in **Section 6, Description of Work.**

2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at CDFW’s Northern Region, at CDFW’s Headquarters location in Sacramento or from any other CDFW Office or Region as determined by CDFW.
4. CDFW will begin to perform services on February 12, 2021 which is prior to contract execution. Upon contract execution and receipt of invoice, the County shall reimburse CDFW for expenditures under this agreement back to February 12, 2021. This agreement will end on November 2, 2022 unless otherwise amended. The agreement may be amended to add up to an additional year of service (12 months) by way of written amendment signed by both parties and approved by the California State Department of General Services if necessary. The services shall be provided during normal working hours, Monday through Friday, except holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

County of Mendocino	Contractor: Department of Fish and Wildlife
Cannabis Program	Section/Unit: Region 1 Habitat Conservation Program
Contract Manager: Kristin Nevedal	Project Manager: Angela Liebenberg
Address: 579 Low Gap Road Ukiah, CA 95482	Address: 619 Second Street Eureka, CA 95501
Bus. Phone No.: 707-234-6680	Bus. Phone No.: 707- 741-1265
Fax: N/A	Fax No: 707-441-2021
Email: nevedalk@mendocinocounty.org	Email: Angela.Liebenberg@wildlife.ca.gov

The project representatives during the term of this Agreement may be changed by advance written notice without the necessity of an amendment to the Agreement.

6. Description of Work:

- A. CDFW will provide the labor, materials, equipment, vehicle and supplies necessary to

complete this work. CDFW will provide qualified scientific staff in the Environmental Scientist classification to review Commercial Cannabis Cultivation applications received from the County. CDFW will provide determinations on sensitive species and habitat impacts for County Commercial Cannabis Cultivation permit applicant sites in Mendocino County. CDFW Staff performing review and making determinations will provide the County with formal recommendations and, as appropriate, the specific remedial performance standards that should be met by the permit applicant in order for the County to issue a Commercial Cannabis Cultivation Permit.

- B. The County shall reimburse CDFW for labor and travel expenses incurred to complete this work in accordance with the line item budget (Exhibit B). Salary, amounts are subject to change due to collective bargaining agreements, legislative action, or other legal actions outside of CDFW's control. Salaries are determined by individual qualifications according to established guidelines from the California Department of Human Resources. CDFW will bill for full cost recovery of personal services and travel expenses. The benefit rate listed is an average. CDFW will only bill for actual salary and benefit costs, travel expenses and overhead. Overhead rates are approved annually and are subject to change. Changes in salary, benefit and overhead amounts do not require an amendment.
- C. The services to be provided by the CDFW shall be performed by CDFW as California's Trustee Agency for fish and wildlife resources, and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1 802; Pub. Resources Code, § 21070; California Environmental Quality Act (CEQA) Guidelines § 15386, subd. (a).) The Department, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (Id., § 1802.) Similarly, for purposes of CEQA, the Department is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources. CDFW will provide biological expertise to assist the County in making a determination whether or not the proposed project demonstrates a less than significant impact to sensitive species. The County has the express authority for permit issuance.
- D. The County shall provide all necessary and up to date information and documentation possessed by the County directly to CDFW to expedite the project review and determinations required in this agreement. These resources include, but are not limited to, all CEQA documents, biological technical reports, and other project relevant documents upon availability.
- E. CDFW shall provide environmental technical review and determination, project consultation, coordination, review and post-performance determinations as requested to assist the County in determining if pre-permit issuance performance by the applicant demonstrates a less than significant impact to sensitive species and sensitive natural communities on referred Commercial Cannabis Cultivation applicant sites in Mendocino County. Specific services to be provided may include, but are not limited to:
 - i) Participation in meetings and communications for project review with County Staff and Permit Applicants;

- ii) Identification of critical biological resources, data needs, and compliance issues for projects;
- iii) Field review of projects;
- iv) Mitigation review and recommendations to the County and Applicants regarding the same.
- v) Review of submittals, instruments and documents demonstrating applicant performance.
- vi) Consultation on other sensitive and specialized project(s) and environmental review as mutually agreed to.
- vii) CDFW will strive to respond to project review requests within 30 days. CDFW will inform the County planning staff if this timeframe will not be met for a project.

7. This Agreement is intended to:

- A. Enable the County to reduce project application review time for project issues outside the scope of the County expertise and save staff time and resources by providing for improved and more predictable resource agency coordination;
- B. Enable County and CDFW to fully consider, address and protect environmental resources as required by County Code on applicant and permitted Commercial Cannabis Cultivation Sites in Mendocino County;
- C. Facilitate and enhance County and CDFW communication to identify and provide CDFW with the information CDFW deems necessary to enable timely analysis of project effects and to assist in developing appropriate pre-permit issuance mitigation and minimization measures;
- D. Maximize the flexibility and effective use of CDFW personnel resources by providing focused attention on projects that would most affect protected environmental resources, and where appropriate, implement conservation measures on a regional or ecosystem basis to minimize the effects of cannabis cultivation projects on the natural environment for listed species and important habitat types;
- E. Provide a mechanism for expediting project coordination when necessary; and
- F. Provide procedures for resolving any disputes in this resource partnering effort.

8. CDFW Staffing

- A. The services provided by CDFW under this Agreement shall be performed by appropriately qualified CDFW staff. This includes staffing at the Environmental Scientist classifications including limited term employees and retired annuitants.

Budget Detail

2/12/2021 - 11/2/2022

CDFW will submit an invoice monthly or in arrears, which properly details all charges, expenses, direct and indirect costs.

Personal Services	# of PYs	Total Personal Services
Limited Term Environmental Scientist (ES)	1.00	\$ 88,368
Retired Annuitant (Senior ES Specialist)	1.00	\$ 40,781
Total Salary & Wages	2.00	\$ 129,149

	2.00	
** Staff Benefits (Using FY 18-19 rate 52.73% for LT ES)		\$ 46,596
** Staff Benefits (Using FY 18-19 rate 1.45% for RA ES)		\$ 591
TOTAL PERSONAL SERVICES		\$ 176,337

Operating Expense & Equipment	Per Year	Total Operating
General Expense	5,000	\$ 10,000
Travel	-	\$ -
Training	-	\$ -
Communications	-	\$ -
Printing	-	\$ -
Postage	-	\$ -
Facilities, Utilities	-	\$ -
Uniforms	-	\$ -
TOTAL OPERATING EXPENSE & EQUIPMENT		\$ 10,000

TOTAL PERS. SERV AND OPERATING EXPENSE & EQUIP.		\$ 186,337
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***Overhead (24.32% for FY2019/2020)		\$ 45,317
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TOTAL COST		\$ 231,654
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Estimate

** In order to recover full costs, CDFW has approval to adjust Staff Benefit Rates, without need for an amendment, in accordance with the most current approved CDFW rate. Increases or decreases to the Staff Benefit Rates must not increase or decrease the total contract amount allocated per fiscal year.

*** In order to recover full costs, CDFW has approval to adjust the Indirect Cost Rate (ICRP) or overhead rate, without need for an amendment, in accordance with the latest ICRP approved by the Department of Finance and the U.S. Department of the Interior. Increases or decreases to the ICRP must not increase or decrease the total contract amount allocated per fiscal year.

Top Step Salary

Classification	FY 20/21 Annual
LT ES	\$ 7,364.00
RA ES	\$ 42.48

\$42.48 per hour
 (Max 960 hours
 to work)

EXHIBIT B

MODIFIED GENERAL TERMS AND CONDITIONS

This is a reimbursement contract. Under this Contract, the California Department of Fish and Wildlife (CDFW) is accepting funds. CDFW is not acquiring goods or services under this Contract therefore it is not a payable contract. For the purposes of this Contract, "Contractor" in the attached "General Terms and Conditions" (Form GTC 04/2017) and Contractor Certification Clauses (CCC 04/2017) will mean the entity providing the reimbursement to CDFW.

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~~ The parties agree that the awarding department, the Contractor, 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 from either party pertaining to the performance of this Agreement. ~~Contractor agrees~~ The parties agree 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~~ The parties agree 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~~ The parties agree to include a similar right of the State and the Contractor 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.~~ modified by the parties and 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).~~