

AGREEMENT NUMBER

**2016-17-106**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Sacramento-San Joaquin Delta Conservancy

CONTRACTOR'S NAME

County of Solano

2. The term of this Agreement is: September 1, 2016 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 228,000.00  
Two-hundred, twenty-eight thousand dollars and no cents.

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

Exhibit A – Scope of Work 5 page(s)

Exhibit B – Budget Detail and Payment Provisions 4 page(s)

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☒  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

4 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

2 page(s)

Exhibit E, Attachment 1 - Non-Disclosure Certificate

1 page

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 [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](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.)

County of Solano

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Bill Emlen, Director of Resource Management

ADDRESS

675 Texas Street, Suite 5500, Fairfield, CA 94533

**STATE OF CALIFORNIA**

AGENCY NAME

Sacramento-San Joaquin Delta Conservancy

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Campbell Ingram, Executive Officer

ADDRESS

1450 Halyard Dr., Suite 6, West Sacramento CA 95691

**California Department of General  
Services Use Only**

☒ Exempt per: SCM 5.80  
SCM 3.06

**EXHIBIT A**

Cache Slough Planning

**1. AUTHORITY**

This Contract Agreement (Agreement) is entered into between the Sacramento-San Joaquin Delta Conservancy, hereinafter referred to as the "Conservancy," and the County of Solano, hereinafter referred to as "Contractor."

The Contractor agrees to perform and complete the work described in this Agreement within a total budget not to exceed \$228,000.

**2. BACKGROUND/PURPOSE**

The Delta Reform Act of 2009 established the Conservancy and includes four relevant mandates: (1) Protect and enhance habitat and habitat restoration, (2) Protect and preserve Delta agriculture and working landscapes; (3) Identify priority projects and initiatives for which funding is needed; and (4) Protect, conserve and restore the region's physical, agricultural, cultural, historical and living resources.

This scope is part of a larger effort that is intended to develop a restoration strategy for the Cache Slough Complex (CSC) that identifies areas for habitat restoration and projects that would be eligible for Proposition 1 funding. Through engagement in a collaborative planning process between local, state, and federal agencies and interests, a locally-supportable vision and strategic planning approach will be developed that considers multiple land use plans and processes focused in the CSC, reduces potential conflicts between those uses, and identifies opportunities for a landscape-level integrated approach. This regional planning effort will compliment already on-going collaborative work among local, state and federal agencies in the larger Yolo Bypass/Cache Slough (YBCS) Region; and builds on and further develops efforts by the local partners in the Corridor Management Frame (CMF).

A collaborative group of agencies currently consisting of the Conservancy, the County of Solano, Solano County Water Agency, Reclamation District 2068, and Yolo County have prepared a scope to develop a vision for the CSC with the consensus on implementation projects, programs and potential agreements to achieve regional goals and objectives. Additional local stakeholders including representatives from the agricultural community, reclamation and resource conservation districts, and other local, regional, state and federal government agency representatives, may participate in this collaborative partnership as it develops further. Science subject matter experts may also be consulted for technical support. Outreach to local stakeholders will be led by the local partner agencies.

The YBSC is a key area of public focus for many short and long term planning processes including federal and state programs to improve regional flood management and advance habitat restoration activities to mitigate for the state and federal water projects operations, preserve declining endangered species in the Sacramento-San Joaquin Delta, and incorporate improvements to the regional flood management system and habitat restoration, among other activities. The CSC is, located at the downstream end of the YBCS and is an integral part of the regional landscape, hydrology, and hydraulics. Existing land uses in the region are primarily; agriculture, local and regional flood protection, terrestrial and aquatic habitat, and water supply for local agriculture and regional municipal and industrial needs. The CSC can be affected by actions further up the YBSC such as modifications to the flood management system and habitat restoration, among other activities.

These land uses will be analyzed, individually and collectively, to identify a suite of multi-objective solutions and strategies that is implemented, can ensure effective science-based restoration efforts that would be realized with the least possible impact on existing and potential future land uses and with local support. The primary objective is to identify habitat restoration opportunities, while preserving agriculture, other land uses and infrastructure, flood management objectives, and the operation and maintenance of existing water resources infrastructure located in the CSC.

### **3. TERM OF AGREEMENT**

The term of this Agreement is the September 1, 2016 through June 30, 2017.

This Agreement may be amended for additional time and/or funding as needed to complete the services required within the scope of this agreement. Any amendment to this Agreement will require written approval by both parties.

### **4. TASKS AND TIMELINE**

#### **TASK 1. ADMINISTRATIVE SUPPORT**

**1.1** Administrative Services: Internal project management and coordination

**1.2** Meeting Attendance: Staff participation in stakeholder, partner agency, and collaborative partner meetings.

**1.3** Participate in Baseline Condition Assessment process.

**1.4** Review deliverables.

**1.5** Phase II preparations.

***COSTS: \$30,000***

***DELIVERABLE:*** Ongoing administration and coordination of work, stakeholder meeting summaries, outreach database.

#### **TASK 2. AGRICULTURE/LAND USE COMPONENT: SOLANO COUNTY**

The purpose of this task is to acquire and integrate diverse baseline data and information on land use and agriculture, its economic values, and sustainability needs, to be evaluated in concert with and to inform proposed ecosystem restoration projects and other proposed management actions in the YBCS. The baseline data and information integrated in this task will provide critical information to enable evaluation of the region's ecosystem, flood and other elements envisioned as part of the Phase 2 study.

**2.1 Conduct Stakeholder Outreach and Involvement:** County internal meetings and staff participation at agency oversight meetings covered under Project Administration and Coordination Task.

**2.1.1** Conduct series of meetings to inform local residents, businesses, and representatives of other local governmental agencies about the various planning process in the Yolo Bypass/Cache Slough area; interviews with

key stakeholder individuals, groups, agencies, and organizations to solicit information, stakeholder perspective, involvement and input on the potential impacts of these activities.

**2.1.2** Develop a stakeholder contact information database, and maintain the database as additional parties are included; establish a Cache Slough Working Group stakeholder committee.

**2.1.3** Preparation of agendas, information packets, meeting reports, minutes.

***COST: \$8,000; Outreach process envisions approximately 8 meetings, \$2,000 per meeting (8 meetings at \$2,000 = \$16,000 - \$8,000 cost share from Solano County).***

***DELIVERABLE: Meeting summaries.***

## **2.2 Acquire and Integrate Agricultural Data and Information:**

**2.2.1** Review and adapt data and information acquired for Solano County's Sustainable Groundwater Water Resources Evaluation. This data includes public / private lands, parcels, crop types, land uses, conservation easements, Williamson Act lands, and selected land surface elevations. This data has been integrated to support a water balance evaluation and will need to be re-organized for use in this agricultural evaluation, as well as for ease of use in the development of the LESA model.

**2.2.2** Complete an interpretation of baseline agricultural conditions using data and information from the Solano County's Sustainable Groundwater Resources Evaluation and other available data. This will require development of basic visualizations (expected to include maps, time series plots, and other summary materials) that facilitates the use of agricultural data and information for the workshops.

**2.2.3** Complete a data gap analysis that identifies missing data and categorizes it as either collected, collected but not readily available or not collected. For collected data that is not readily available, complete outreach, data formatting, or other tasks required to acquire the data, subject to a

budget limitation of up to 50% of the entire task budget. New data will not be collected for this project. However, basic outlines for critical data collection will be completed to guide future data collection work.

**COST: \$50,000**

**DELIVERABLE:**

- *Agriculture and infrastructure spatial database (ESRI ArcGIS geodatabase, or equivalent format compatible with data and visualization platform),*
- *Agriculture and infrastructure time series database (format compatible with data and visualization platform),*
- *Up to ten (10) preliminary data visualizations for agricultural interpretation, and*
- *A brief technical memorandum (draft and final).*

**2.3 Develop Agricultural Impact Model and Framework: Land Evaluation and Site Assessment (LESA) and Indirect analysis using IMPLAN/Bureau model review of indirect impacts:**

Solano County will first develop and utilize a Land Evaluation and Site Assessment (LESA) Model, as a tool to develop a more comprehensive understanding of the agricultural significance of parcels located within the study area. Creation of a new GIS layer using LESA will help the County and the collaborative partners develop a better understanding of the distribution of agricultural land resources within the study area, and would inform ecosystem restoration and flood planning efforts to be considered in Phase 2. The second subtask is key to attaining the broader range of economic considerations with a focus on indirect and induced effects complementing and completing the LESA work, using additional data sources such as IMPLAN and/or U.S. Bureau of Economic Analysis production data and other sources. This would include multiplier effects relative to the larger economy, such as business-to-business supplier purchases and consumption spending, applied to land used for different purposes, with varying LESA scores and with indirect and induced impacts. This analysis will enable the County to create a new, additional parcel-level GIS layer that reflects a more comprehensive economic look at agriculture within the study area.

**2.3.1** Develop a Land Evaluation and Site Assessment (LESA) Model for CSC with agency staff and a broad range of stakeholders.

**2.3.2** Develop rating factors

**2.3.3** Conduct model evaluation and application to parcels.

**2.3.4** Develop LESA GIS Layers

**2.3.5** Develop range of economic values for estimating the direct, indirect, and induced regional economic effects, using prior work and additional IMPLAN or US Bureau Economic models.

**2.3.6** Develop economic impact multipliers for application to land used for different purposes, with varying LESA scores and with consideration to indirect and induced effects.

**2.3.7** Conduct evaluation.

**2.3.8** Create new GIS indirect economic effect layer(s).

**COST: \$140,000**

**DELIVERABLE:** A Technical Memorandum:

- Model development and assumptions.
- Economic rating factors
- GIS Layers

**SCHEDULE:** Work should be complete within 6 months of initiation.

## 5. POINTS OF CONTACT

| <b>Contractor – Contract Manager:</b> |                                                   |
|---------------------------------------|---------------------------------------------------|
| Name, Title:                          | Roberta Goulart                                   |
| Address:                              | 675 Texas Street, Suite 5500, Fairfield, CA 94533 |
| Telephone Number:                     | 707-784-6765                                      |
| Fax Number:                           |                                                   |
| E-mail address:                       | rlgoulart@solanocounty.com                        |

| <b>State – Contract Manager:</b> |                                                        |
|----------------------------------|--------------------------------------------------------|
| Name, Title:                     | Jessica O'Connor                                       |
| Address:                         | 1450 Halyard Drive, Suite 6, West Sacramento, CA 95691 |
| Telephone Number:                | 916-375-2090                                           |
| Fax Number:                      | 916-375-4948                                           |
| E-mail address:                  | Jessica.oconnor@deltaconservancy.ca.gov                |

**EXHIBIT B**  
**Budget Detail and Payment Provisions**

**1. BUDGET DETAIL**

The Contractor agrees to perform and complete the work described in Exhibit A, Scope of Work within the total budget not to exceed \$228,000.

**2. INVOICE AND PAYMENT**

- A. For tasks satisfactorily rendered, in accordance with the terms and conditions of this Agreement including all attached Exhibits; and upon receipt and approval of invoice(s), the Sacramento-San Joaquin Delta Conservancy (Conservancy) agrees to reimburse Contractor for actual allowable expenditures for said tasks, no more frequently than monthly in arrears. The Conservancy will not accept an invoice for which work has not been approved or is outside of the agreement term and will return the invoice as a disputed invoice to the Contractor.
- B. The Conservancy will only reimburse for expenses incurred during the agreement period.
- C. Invoices shall be submitted not more frequently than monthly in arrears and only after the Contractor receives an e-mail notice of satisfactory completion or acceptance of task completion and work progress by the Conservancy's Project Manager.

Invoices may be submitted electronically to the Project Manager. Electronic invoices will be printed and date stamped with the date the Conservancy Accounting office receives the invoice. Invoices submitted by mail shall include one (1) original invoice to the address below:

Sacramento-San Joaquin Delta Conservancy  
Attn: Accounting  
1450 Halyard Drive, Suite 6  
West Sacramento, CA 95691

Invoices must be printed on Contractor's letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the task performed under this agreement. Invoices must also at a minimum include the following information:

- Contract agreement number
- Invoice number
- Invoice date
- Performance period
- Description of the work performed
- Itemized cost breakdown by Task and Deliverable at the same or greater level of detail as indicated in this agreement

- Original receipts of actual out-of-pocket expenses (must be pre-approved by the Conservancy Program Manager)
  - Total dollar amount being billed for the statement period, within the term of the agreement
  - Contractor's signature
- D. Monthly invoices submitted for payment must be submitted within 30 days following the end of each calendar month in which the work was performed and costs incurred in the scope of the Agreement, unless the agreement has reached the expiration/termination date (see item #5 below, "Timely Submission of Final Invoice") or alternate deadline that is agreed to in writing by the Conservancy Program Manager.
- E. Invoices shall be paid based on actual expenses incurred and shall not exceed the total amount of this agreement. In the event actual expenditures differ from the estimated amounts of the budget, the Contractor's Project Representative and the Conservancy's Project Manager may re-negotiate specific line-item amounts provided the overall total project cost does not exceed the total agreement value. See Budget Modifications in # 7 below.
- F. Undisputed invoices shall be paid within 45 days of the date received by the Conservancy's Contracted Fiscal Services, Accounts Payable Unit.
- G. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the parties will attempt in good faith to resolve the dispute. Costs and/or expenses deemed unallowable are subject to recovery by the Conservancy, see item #8 below, "Recovery of Overpayments".

### **3. STATE 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. If funding for any fiscal year is not obligated by the funder, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.



#### **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

#### **5. TIMELY SUBMISSION OF FINAL INVOICE**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the Conservancy Project Manager. The final invoice must be clearly marked "**FINAL INVOICE**", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Conservancy Project Manager prior to the expiration or termination date of this agreement.

#### **6. REVIEWS**

Each party reserves the right to review service levels and billing procedures such as timesheets or other supporting documentation as these impact charges against this agreement.

#### **7. BUDGET MODIFICATIONS**

- A. Changes to the line-item budget within a task may be made without formal amendment (not to exceed 10% of the line item) provided the change does not exceed the total amount of the agreement. The Contractor must adequately document the need for the change and all of the following requirements must be met:
  - The Contractor submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
  - The Conservancy approves such changes in writing prior to implementation. The Conservancy shall have thirty (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.
- B. Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal agreement amendment.

## **8. RECOVERY OF OVERPAYMENT**

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the State and/or federal government by one of the following options:
- Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
  - A repayment schedule which is agreeable in writing to both the State and the Contractor.
- B. The State reserves the right to select which option will be enforced and the Contractor will be notified by the State in writing of the claim option to be utilized.
- C. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

**EXHIBIT D**  
**Special Terms and Conditions**

**1. EXCISE TAX**

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

**2. DISPUTE RESOLUTION**

Any claim that the Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Sacramento-San Joaquin Delta Conservancy (Conservancy) Contract Manager in writing within ten (10) days of discovery of the problem. Both parties will attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Contractor and the Conservancy are unable to resolve the dispute, the decision of the Executive Officer or designee will be final, unless appealed to a court of competent jurisdiction. Contractor will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language.

**3. ACKNOWLEDGMENT OF CREDIT**

The Contractor will include appropriate acknowledgment of credit to the State of California, Sacramento-San Joaquin Delta Conservancy and all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

**4. STANDARD OF PROFESSIONALISM**

The Contractor will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

**5. TERMINATION WITHOUT CAUSE**

The Conservancy may terminate this Agreement without cause upon thirty (30) days advance written notice. The Contractor will be reimbursed for all reasonable expenses incurred up to the date of termination.

**6. COMPUTER SOFTWARE**

If software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that Conservancy funds will not be used in the performance of this contract. Acquisition, operation, or maintenance of computer software during the term of this Agreement must be performed in accordance with all applicable laws and vendor license agreements. Contractor will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Contractor location.

**7. RIGHTS IN DATA**

The Conservancy will retain rights to all final products produced as a result of this agreement. The Contractor will provide the Conservancy with an electronic or camera ready version of the final product Contractor will have full rights to reproducing the product(s) as long as used for government

and not commercial, purposes. The Conservancy has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this contract; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Conservancy.

**8. COPYRIGHT**

All rights in copyright works created by Contractor in the performance of work under this contract are the property of the Conservancy. The Conservancy will grant Contractor a royalty-free, nonexclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial purposes.

**9. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will defend and indemnify Conservancy from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Contractor, its employees, or agents, in connection with intellectual property claims against either deliverables or the Contractor's performance thereof under this Contract.

**10. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

**11. SUBCONTRACTING**

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractor, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

## **12. FORCE MAJEURE**

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

## **13. 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 Conservancy will, 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.

## **14. RENEWAL OF CCC**

Contractor will renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

## **15. CONFLICT OF INTEREST**

- A. Current and Former State Employees: Contractor should 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.
- (1) Current State Employees: (PCC §10410)
    - (a) 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.
    - (b) 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.
  - (2) Former State Employees: (PCC §10411)
    - (a) 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.
    - (b) 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.

- B. Penalty for Violation: If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC §10420).
- C. Members of Boards and Commissions: Members of boards and commissions are exempt 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 (PCC §10430 (e)).
- D. Representational Conflicts of Interest: The Contractor must disclose to the Conservancy Project Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to the Conservancy Program. The Conservancy may immediately terminate this contract if the contractor fails to disclose the information required by this section. The Conservancy may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.
- E. Financial Interest in Contracts: Contractor should also be aware of the following provisions of Government Code §1090:  
“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”
- F. Prohibition for Consulting Services Contracts: For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

**EXHIBIT E Additional**  
**Provisions**  
**Protection of Confidential and Sensitive Information**

1. For purposes of this Exhibit, "Contractor" means any Contractor or researcher, including a Non-State Entity Contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Sacramento-San Joaquin Delta Conservancy (Conservancy) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Agreement"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Agreement.
2. This Exhibit terms shall apply to all Contractors who have an Agreement with the Conservancy and require or permit access to Confidential or Sensitive Information in conducting business with the Conservancy or performing duties under an Agreement with the Conservancy.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractor's shall also apply appropriate security

patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Contractor's shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Conservancy promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Conservancy) without prior written approval from the Conservancy.
14. At or before the termination date of the Agreement, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Conservancy; or (c) if required by law to retain such information beyond the termination date of the agreement, provide for the Conservancy's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor shall cooperate with the Conservancy's Information Security Officer or designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Agreement and for imposition of civil and criminal penalties.



**EXHIBIT E, ATTACHMENT 1**  
**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, contained in Exhibit E between The County of Solano and the Sacramento-San Joaquin Delta Conservancy. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the **Exhibit E, Attachment 1**. I acknowledge that a violation of this certificate may result in termination of the Agreement and/or imposition of civil or criminal penalties.

Signed: \_\_\_\_\_

Typed Name and Title: Bill Emlen, Director of Resource Management

Representing (give name of Contractor/Affiliate): County of Solano

Date: August 23, 2016