

EXHIBIT A

SCOPE OF WORK

1. The Humboldt County Agricultural Commissioner's Office (CAC) shall perform defined cannabis cultivation licensing compliance inspections for the ~~California Department of Food and Agriculture (CDFA)~~ **California Department of Cannabis Control (DCC)**, ~~Cal~~cannabis Cultivation Licensing **Compliance** Division (Division). Inspections shall be in accordance with the Medicinal and Adult Use of Cannabis Regulation and Safety Act (Act), Section 26066.1, Division 10 of the Business and Professions Code or any successor statutes **and implementing regulations**; and the Agreement for Attaining Mutual Objectives between CDFA and the California Agricultural Commissioners and Sealers Association (dated July 31, 2012).

Inspections shall include the following commercial cultivation license types:

Specialty Cottage Outdoor
Specialty Cottage Indoor
Specialty Cottage Mixed-Light Tier 1
Specialty Cottage Mixed-Light Tier 2
Specialty Indoor
Specialty Outdoor
Specialty Mixed-Light Tier 1
Specialty Mixed-Light Tier 2
Small Outdoor
Small Indoor
Small Mixed-Light Tier 1
Small Mixed-Light Tier 2
Medium Indoor
Medium Outdoor
Medium Mixed-Light Tier 1
Medium Mixed-Light Tier 2
Processor
Nursery

2. The services shall be performed in Humboldt County.

Licensed commercial cannabis cultivation sites.

3. Services shall be performed 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.

4. **Project Representatives**

A. The project representatives during the term of this agreement will be:

State Agency

Name: ~~Lindsay Rains~~ **Zarha Ruiz**

Unit/Branch: ~~Cal Cannabis Cultivation Licensing Branch~~ **Compliance Division**

Address: ~~1220 N Street, Sacramento, CA 95814~~ **2920 Kilgore Rd, Rancho Cordova, CA 95670**

Phone Number: ~~916.576.6407~~ **251.4617**

Email Address: ~~Lindsay.rains@cdfa.ca.gov~~ **zarha.ruiz@cannabis.ca.gov**

Contractor

Name: ~~Jeff Delfino~~ **Weylan Shaw**
Unit/Branch: Agricultural Commissioner's Office
Address: 5630 Broadway Street, Eureka, CA 95503
Phone Number: 707.441.5260
Email Address: ~~jdelf@wshaw@co.humboldt.ca.us~~

B. Direct all inquiries to:

<u>Department of Cannabis Control</u> <u>Compliance Division</u> <u>Margarita Rabago</u> <u>2920 Kilgore Rd</u> <u>Sacramento, CA, 95670</u> <u>916.806.4423 (916)251-4606</u> <u>Fax: 916.263.1819</u> <u>margarita.rabago@cannabis.ca.gov</u>	<u>Humboldt County Ag Commissioner</u> <u>Weylan Shaw, Interim Agricultural Commissioner</u> <u>5630 Broadway Street</u> <u>Eureka, CA 95503</u> <u>707.441.5266</u> <u>wshaw@co.humboldt.ca.us</u>
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C. All payments from DCC to the Contractor; shall be sent to the following address:

<u>Remittance Address</u> <u>Humboldt County Agricultural Commissioner</u> <u>Attention: Accounts Receivable</u> <u>5630 Broadway Street</u> <u>Eureka, CA 95503</u> <u>707.441.5260</u>

D. Either party may make changes to the information above by giving written notice to the other party. Said changes may require an amendment to this agreement.

5. Detailed description of work to be performed and duties of all parties.

CAC Responsibilities

The CAC shall:

- A. Perform compliance inspections of state-licensed commercial cannabis cultivators, nurseries, and processors in compliance with the Act and ~~CDFAS~~ **DCC** regulations as outlined in this agreement using the protocols and forms provided by the Division.
- B. Be responsible for scheduling inspections, ensuring that all contracted inspections are completed, and all required documentation is submitted, either in hard copy and/or electronically, to the Division.
- C. Agrees to accept an inspection assignment from the Division which may, at times, be with short notice.
- D. Must be at a level with the ability to provide testimony in an administrative, criminal, civil, or other proceeding, as needed.

License Compliance Inspection Requirements

~~An inspection is licensee is site-based, and not based on the number of licenses associated with any specific premises. A licensee site with contiguous licensed premises that **including all licenses owned by a single business at a single location. Inspection of a site** may include more than one license **and** is considered one (1) inspection and requires only one set of documents to be submitted. An inspection shall include all of the following:~~

- ~~A. Appropriately completed, state-provided CalCannabis **DCC** Cultivator Inspection Form **Report(s)**.~~
- ~~B. For a first time site inspection for the licensee provide the CalCannabis Document Packet to the cultivator electronically and obtain the cultivator's signature on Declaration Form.~~
- ~~B. Issue a Notice of Non-Compliance form **to Comply in person**, when appropriate **requested by the Division**.~~
- ~~C. Submit the CalCannabis **DCC** Inspection Form **Report(s)**, and if applicable the Declaration Form, and the Notice of Non-Compliance Form, to the Division within five (5) business days of completing the inspection.~~

CDFADCC Responsibilities

- ~~A. The Division shall provide to the CAC designated staff, field inspection training, **and** required inspection forms and documentation, **and equipment**, as determined by the Division.~~
- ~~B. The Division shall assign **an** Environmental Scientist as a point of contact and resource to the CAC for program support and to provide a local presence when requested for meetings or relevant enforcement events.~~
- ~~C. The Division-assigned Environmental Scientist will provide a list of **sites for inspection and licensing documents for each** active license holders **held at those sites** to the CAC **by the 5th of the month on a schedule determined by the state point of contact**.~~
- ~~D. The Division shall reimburse the CAC not more often than monthly, and in arrears.~~

Additional Terms and Conditions

- ~~A. CAC shall meet with the Division to discuss areas of mutual concern including, but not limited to training, joint inspections, and lessons learned.~~
- ~~B. CAC shall immediately notify the Division if they are denied access to a state licensed cultivation site, encounter recalcitrant licensees, and/or have noncompliance or criminal concerns.~~
- ~~C. CAC shall provide and maintain CAC inspection vehicles.~~
- ~~D. CAC shall ensure that designated supervisors and inspections personnel attend training provided by Division Environmental Scientist.~~
- ~~E. CAC shall allow Division Environmental Scientist to accompany designated CAC inspectors and/or supervisors in the field upon request.~~
- ~~F. CAC shall report all serious Violations (as defined in Section 8601(e) Table A of the Emergency Regulations (Readopt) or Permanent Regulations) to CalCannabis within 24 hours of detection.~~
- ~~G. CAC shall provide the Division with applicable information regarding violations, if any, issued to state licensed cultivation licensee associated with pesticide use/application, or weighing and measuring device non-compliance, if any.~~
- ~~H. Forms may be changed or modified based upon prior mutual agreement from both parties or as required by law.~~
- ~~I. Nothing in this agreement prevents or precludes the Division's staff from performing regulatory inspections or investigations of state licensed cannabis cultivators within the County.~~

Invoicing

The CAC shall submit itemized invoices on county letterhead using the template provided. Invoices shall be submitted monthly, no later than thirty (30) calendar days after the end of the reporting period covered by the invoice.

All invoiced expenses must fall within the parameters of the Scope of Work and Budget Worksheet and must be directly related to administering and conducting Division program related activities.

Invoices shall be sent via email to paula.mays@cdfa.ca.gov. Questions about invoicing/reimbursement shall be directed to Paula Mays via email or by calling (916) 576-6409.

The Division shall reimburse the CAC a flat fee for inspections as follows:

AMOUNT PER INSPECTION	
Licenses on a Premises AND Belonging to the Same Licensee	
1-10	\$400.00
11-30	\$500.00
30-60	\$600.00
61+	\$700.00

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
2. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted to the Program Contract Manager listed in this contract.
3. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
4. **The CAC shall submit itemized invoices on county letterhead using the template provided. Invoices shall be submitted monthly, no later than thirty (30) calendar days after the end of the reporting period covered by the invoice.**

All invoiced expenses must fall within the parameters of the Scope of Work and Budget Worksheet and must be directly related to administering and conducting Division program-related activities.

Invoices shall be sent via email to margarita.rabago@cannabis.ca.gov. Questions about invoicing/reimbursement shall be directed to Margarita Rabago via email or by calling (916) 806-4423. (916)251-4606.

Invoices shall:

1. **Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.**
2. **Be submitted to DCC either electronically or in hard copies.**
3. **Identify the billing and/or performance period covered by the invoice.**
4. **Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DCC.**
5. **Itemize sites inspected, including at a minimum site name, date inspected, and number of licenses at the site. If necessary for identification of sites inspected, license numbers, addresses, and parcel numbers may be required by DCC for verification of the invoice.**

Amounts Payable

The amounts payable under this agreement shall not exceed: \$182,000.00 for the budget period of 7/1/2021 (or when signed) through ~~6/30/2023~~ 6/30/2024.

AMOUNT PER INSPECTION	
Licenses on a Site (At the Same Location AND Belonging to the Same Business)	
1-10	\$400.00
11-30	\$500.00
301-60	\$600.00
61+	\$700.00
<u>Total Contract Amount</u>	
\$182,000.00	

Budget Contingency Clause

1. 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.

2. 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.

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.

AMOUNT PER INSPECTION	
Licenses on a Premises AND Belonging to the Same Business	
1-10	\$400.00
11-30	\$500.00
30-60	\$600.00
61+	\$700.00
<u>Total Contract Amount</u>	
\$182,000.00	

Timely Submission of Final Invoice

A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. 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.

Expense Allowability / Fiscal Documentation

1. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DCC upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
3. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Recovery of Overpayments

1. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - a. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - b. A repayment schedule agreeable between the State and the Contractor.
2. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
3. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
4. 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. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

GTC 04/2017

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**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. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the terms of this agreement, Contractor shall file a "Notice of Dispute" with the ~~CDFAD~~**DCC** within ten (10) business days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) business days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the ~~CDFAD~~**DCC** project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.
4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **Right to Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT E**ADDITIONAL PROVISIONS****CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS**

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's **Cannabis Control's** Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

UNFAIR PRACTICES ACT

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

CONFLICT OF INTEREST

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- C. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- D. Primary clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor is self-insured

for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- H. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- I. Satisfying an SIR – All insurance required by this contract must allow the State to pay/and or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
- J. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

2. Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

- A. Commercial General Liability Insurance
Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

- B. Automobile Liability
Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

- C. Workers Compensation Insurance
Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this contract. In addition, employer's liability limits of \$1,000,000.00 are required. By signing the contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.

D. Self-Insurance

In lieu of maintaining commercial insurance coverage, Contractor may adopt alternative risk management programs, which the State of California determines to be reasonable and which shall not have a material adverse impact on reimbursement from third-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, or to establish to participate in other alternative risk management programs.

- i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ii. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
- iii. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.

REPORTS

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor.

FORCE MAJEURE

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, pandemic, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

AMERICAN DISABILITIES ACT

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 ([42 USC § 12101 et seq.](#)), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

NATIONAL LABOR RELATIONS CERTIFICATION

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

AGREEMENT EXECUTION

Unless otherwise prohibited by state law, regulation, or Department or Contractor policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.