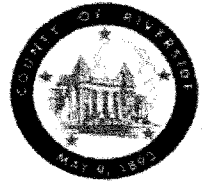


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

245A



FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
September 1, 2010

SUBJECT: Standard Agreement for the Pierce's Disease Control Program.

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Approve Standard Agreement No. 10-0344, for FY 10/11 in the amount of \$905,891 (\$452,946 for FY 10/11 and \$452,945 for FY 11/12) and;
- (2) Authorize the chairman to sign the agreement.

BACKGROUND: This agreement provides reimbursement for a 2 year period for all equipment, personnel and materials necessary to administer this program designed to manage the occurrence and spread of the Glassy-Winged Sharpshooter and Pierce's Disease, both of which threaten grape and ornamental plant production. Revenue from this source was included in the Agricultural Commissioner's FY 2010-2011 budget request.

This agreement was approved as to form by County Council.

John Snyder
**John Snyder, Agricultural Commissioner/
Sealer of Weights and Measures**

FINANCIAL DATA	Current F.Y. Total Cost:	\$452,946	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: California Dept. of Food and Agriculture	Positions To Be Deleted Per A-30	X
	Requires 4/5 Vote	X

C.E.O. RECOMMENDATION: APPROVE

BY: *Michael R. Shetler*
 Michael R. Shetler

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: September 28, 2010
 xc: Agric. Comm.

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 10/07/2007 Item 3.9 | **District:** All | **Agenda Number:** 3.10

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 DATE: 9/13/10
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dept Recomm.:
 Per Exec. Ofc.:

**STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 10/05)**

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

AGREEMENT NUMBER 10-0344
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE

2. The term of this

Agreement is:

July 1, 2010 through June 30, 2012

3. The maximum amount

\$905,891.40

of this Agreement is:

Nine Hundred Five Thousand Eight Hundred Ninety One Dollars and Forty 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
Attachment - Workplan

1 Page(s)
13 Page(s)

Exhibit B – Budget Detail and Payment Provision
Attachment - Budget

1 Page(s)
2 Page(s)

Exhibit C – General Terms and Conditions - GTC 610

3 Pages

Exhibit D - Special Terms and Conditions

1 Page(s)

Exhibit E - Additional Provisions

2 Page(s)

ATTEST:
KECIA HARPER-HEM, Clerk
BY *[Signature]*
DEPUTY

5. Name of Program: Pierce's Disease

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General
Services Use Only

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

COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED

[Signature]

9/28/10

CHAIRMAN, BOARD OF SUPERVISORS

MARION ASHLEY

ADDRESS

4080 Lemon Street, Room 19, Post Office Box 1089, Riverside, CA 92501

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

[Signature]

11/3/2010

JANICE L. PRICE, CONTRACTS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

FORM PURCHASED FROM NEAL R. KIPNIS
DATE 9/28/10

APPROVED
DEC - 9 2010
DEPT OF GENERAL SERVICES

Exempt per:

SEP 28 2010 3.10

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

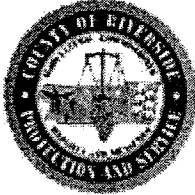
1. Contractor agrees to provide the services described herein:

Establish workplan for survey, inspection, and/or treatment of the glassy-winged sharpshooter with the counties for the following fiscal years, 2010/11 and 2011/12.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Susan Ichiho Myrna Villegas	Name: Renee Reid
Section/Unit: Pierce's Disease Control Program	Section/Unit: County of Riverside
Address: 2014 Capitol Avenue, Suite 203	Address: 4080 Lemon Street, Room 19 Post Office Box 1089
City/Zip: Sacramento, CA 95811	City/Zip: Riverside, CA 92501
Phone: (916) 322-3414 (916) 322-3409	Phone: (951) 955-3045
Email: sichiho@cdfa.ca.gov mvillegas@cdfa.ca.gov	Email: reneereid@rivcoag.org

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.



JOHN SNYDER
Agricultural Commissioner
Sealer of Weights & Measures

OFFICE OF THE
AGRICULTURAL COMMISSIONER
P.O. BOX 1089
RIVERSIDE CA 92502-1089
PHONE (909) 955-3000
FAX (909) 955-3012

Agreement No. 10-0344
Exhibit A
Attachment 1
Page 1 of 13

WEIGHTS & MEASURES OFFICE
P.O. BOX 1480
RIVERSIDE CA 92502-1480
PHONE (909) 955-3030
FAX (909) 276-4728

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FISCAL YEARS

2010-2011

2011-2012

RIVERSIDE COUNTY

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Item	Page
A. Minute Order (or Board Resolution) of Board of Supervisors Designating Local Public Entity Pursuant to Food and Agricultural Code Section 6046(f)	2
B. Local Public Entity's Designated Pierce's Disease Control Program Coordinator and Contact Information	3
C. Response/Control Program for Pierce's Disease and its Vectors, and Other Designated Pests and Diseases	4
C-1. Regulation of Commodity Movement	5
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G. Workplan Assurances	11
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J. Environmental Compliance	15

ITEM A

PIERCE'S DISEASE CONTROL PROGRAM

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC
ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)**

The Minute Order or Board Resolution will be returned to CDFA with the signed contract.

ITEM B

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL
PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Renee Reid
Address: 4080 Lemon Street, Rm. 19 / P.O. Box 1089, Riverside, CA 92501
Phone Number: (951) 955-3045
Fax Number: (951) 955-3012
E-Mail Address: reneereid@rivcoag.org

ALTERNATE CONTACT (IF APPLICABLE)

Name: Dustin Wiley
Address: 4080 Lemon Street, Rm. 19 / P.O. Box 1089, Riverside, CA 92501
Phone Number: (951) 955-3045
Fax Number: (951) 955-3012
E-Mail Address: dustin@rivcoag.org

ITEM C

**PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND
OTHER DESIGNATED PESTS AND DISEASES
RIVERSIDE COUNTY
February 25, 2010**

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.

RESPONSIBILITIES

Lead Agency

The Riverside County Department of Agriculture (RCDA) is the lead agency and is designated by the Riverside County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the RCDA, the State PDCP Science Advisory Panel, officials in affected counties, the Riverside County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Riverside County as favorable agents become available.

County Responsibilities

- **Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.**
- **Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.**
- **Certifying regulated commodities destined to noninfested areas of the state.**

ELEMENTS

Public Outreach

The RCDA will act as lead spokesperson for the PDCP activities within the County. The RCDA, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

ITEM C-1

**PIERCE'S DISEASE CONTROL PROGRAM
REGULATION OF COMMODITY MOVEMENT**

The Riverside County Department of Agriculture will implement the Cdfa GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

ITEM D

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

Due to Riverside County being generally infested, no general county survey plan will be conducted. Nurseries in Riverside County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

ITEM E

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- **If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.**

- **Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].**

ITEM F

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Riverside County Department of Agriculture (RCDA) and the Riverside County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the RCDA will notify the CDFR and provide detailed justification as to the need for the more stringent standard.

The County of Riverside is generally-infested and we do not anticipate conducting any rapid response activities.

ITEM G

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

- 1. The Riverside County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.**
- 2. The Riverside County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors and other designated pests and diseases will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.**
- 3. The Riverside County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases in a manner respectful of property and other rights of those affected.**
- 4. The Riverside County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.**

ITEM H

**PIERCE'S DISEASE CONTROL PROGRAM
 BUDGET**

County Name:	Riverside County
Contract Number:	Proposed Budget
Billing Period:	July 1, 2010 - June 30, 2011

NURSERY/CROPLAND ACTIVITIES (SURVEY)

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Office Assistant III	\$18.09	475.0	\$8,592.75
Agricultural & Standards Investigator I	\$20.64	2575.0	\$53,148.00
Agricultural & Standards Investigator II	\$22.94	1375.0	\$31,542.50
Agricultural & Standards Investigator III	\$25.51	1375.0	\$35,076.25
Agricultural & Standards Investigator IV	\$28.36	3300.0	\$93,588.00
Supervising Agricultural & Standards Investigator I	\$30.52	50.0	\$1,526.00
Supervising Agricultural & Standards Investigator II	\$32.37	300.0	\$9,711.00
		9450.0	
		Total Permanent	\$233,184.50
Staff Benefits	Rate		
Permanent @ 44%	0.44		\$102,601.18
		Total Benefits	\$102,601.18
		Total Personnel Services	\$335,785.68

OPERATING EXPENSES

General Expenses			
**Vehicle Expense			
County vehicles mileage @ \$0.50/per mile	Miles	Rate	
	60,000	0.50	\$30,000.00
Indirect		Rate	
(Percent of Personnel Services)		0.25	\$83,946.42
		Total Operating Expense	\$113,946.42
		Total Survey/Inspection Activities	\$449,732.10

ADMINISTRATION OF COACHELLA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	10	\$401.70
		Total Salaries	\$401.70

ADMINISTRATION OF TEMECULA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	70	\$2,811.90
		Total Salaries	\$2,811.90

TOTAL SURVEY/INSPECTION ACTIVITIES	\$449,732.10
AREA WIDE ADMINISTRATION	\$3,213.60
TOTAL ALL ACTIVITIES	\$452,945.70

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

UC

**PIERCE'S DISEASE CONTROL PROGRAM
 BUDGET**

County Name:	Riverside County
Contract Number:	Proposed Budget
Billing Period:	July 1, 2011 - June 30, 2012

NURSERY/CROPLAND ACTIVITIES (SURVEY)

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Office Assistant III	\$18.09	475.0	\$8,592.75
Agricultural & Standards Investigator I	\$20.64	2575.0	\$53,148.00
Agricultural & Standards Investigator II	\$22.94	1375.0	\$31,542.50
Agricultural & Standards Investigator III	\$25.51	1375.0	\$35,076.25
Agricultural & Standards Investigator IV	\$28.36	3300.0	\$93,588.00
Supervising Agricultural & Standards Investigator I	\$30.52	50.0	\$1,526.00
Supervising Agricultural & Standards Investigator II	\$32.37	300.0	\$9,711.00
		9450.0	
		Total Permanent	\$233,184.50
Staff Benefits	Rate		
Permanent @ 44%	0.44		\$102,601.18
		Total Benefits	\$102,601.18
		Total Personnel Services	\$335,785.68

OPERATING EXPENSES

General Expenses			
**Vehicle Expense	Miles	Rate	
County vehicles mileage @ \$0.50/per mile	60,000	0.50	\$30,000.00
Indirect		Rate	
(Percent of Personnel Services)		0.25	\$83,946.42
		Total Operating Expense	\$113,946.42
		Total Survey/Inspection Activities	\$449,732.10

ADMINISTRATION OF COACHELLA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	10	\$401.70
		Total Salaries	\$401.70

ADMINISTRATION OF TEMECULA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	70	\$2,811.90
		Total Salaries	\$2,811.90

TOTAL SURVEY/INSPECTION ACTIVITIES	\$449,732.10
AREA WIDE ADMINISTRATION	\$3,213.60
TOTAL ALL ACTIVITIES	\$452,945.70

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

sc

ITEM I

Agreement No. 10-0344
Exhibit A
Attachment 1
Page 10 of 13

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Riverside County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

ITEM J

**PIERCE'S DISEASE CONTROL PROGRAM
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

 X **The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.**

 The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

Renee Reid
Deputy Agricultural Commissioner / Sealer

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

**EXHIBIT B
(County Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. 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.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. 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 in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. 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.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

**EXHIBIT C
(County Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 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
(County Agreement)**

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

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA 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. 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.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors 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 to enforce the payment of any moneys to any subcontractor.

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 may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 10/11 & 11/12 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

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 ten (10) 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 – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. 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 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 companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- 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 obligations under the contract.
- h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2. Contract Insurance Requirements

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

- a. Commercial General Liability – 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 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & 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 limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the 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. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required.

AGREEMENT NUMBER 10-0344
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
 CONTRACTOR'S NAME
COUNTY OF RIVERSIDE
- The term of this Agreement is: July 1, 2010 through June 30, 2012
- The maximum amount of this Agreement is: \$905,891.40
 Nine Hundred Five Thousand Eight Hundred Ninety One Dollars and Forty Cents
- 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 Attachment - Workplan	1 Page(s) 13 Page(s)
Exhibit B – Budget Detail and Payment Provision Attachment - Budget	1 Page(s) 2 Page(s)
Exhibit C – General Terms and Conditions - GTC 610	3 Pages
Exhibit D - Special Terms and Conditions	1 Page(s)
Exhibit E - Additional Provisions	2 Page(s)

ATTEST:
 KEVIN HARRIS, JHEM Clerk
 By *[Signature]*
 DEPUTY

5. Name of Program: Pierce's Disease

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <i>[Signature]</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF RIVERSIDE		
BY (Authorized Signature) <i>[Signature: Marion Ashley]</i> MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS	DATE SIGNED 9/28/10	APPROVED DEC - 9 2010 DEPT OF GENERAL SERVICES
ADDRESS 4080 Lemon Street, Room 19, Post Office Box 1089, Riverside, CA 92501		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) <i>[Signature: Janice L. Price]</i> JANICE L. PRICE, CONTRACTS MANAGER	DATE SIGNED 11/3/2010	<input type="checkbox"/> Exempt per: <i>[Signature]</i>
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* DATE: 9/13/10

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

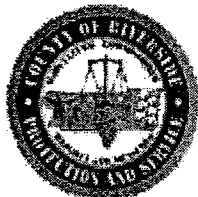
1. Contractor agrees to provide the services described herein:

Establish workplan for survey, inspection, and/or treatment of the glassy-winged sharpshooter with the counties for the following fiscal years, 2010/11 and 2011/12.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Susan Ichiho Myrna Villegas	Name: Renee Reid
Section/Unit: Pierce's Disease Control Program	Section/Unit: County of Riverside
Address: 2014 Capitol Avenue, Suite 203	Address: 4080 Lemon Street, Room 19 Post Office Box 1089
City/Zip: Sacramento, CA 95811	City/Zip: Riverside, CA 92501
Phone: (916) 322-3414 (916) 322-3409	Phone: (951) 955-3045
Email: sichiho@cdfa.ca.gov mvillegas@cdfa.ca.gov	Email: reneereid@rivcoag.org

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.



JOHN SNYDER
Agricultural Commissioner
Sealer of Weights & Measures

OFFICE OF THE
AGRICULTURAL COMMISSIONER
P.O. BOX 1089
RIVERSIDE CA 92502-1089
PHONE (909) 955-3000
FAX (909) 955-3012

Agreement No. 10-0344
Exhibit A
Attachment 1
Page 1 of 13

WEIGHTS & MEASURES OFFICE
P.O. BOX 1480
RIVERSIDE CA 92502-1480
PHONE (909) 955-3030
FAX (909) 276-4728

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FISCAL YEARS

2010-2011

2011-2012

RIVERSIDE COUNTY

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ITEM A

PIERCE'S DISEASE CONTROL PROGRAM

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC
ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)**

The Minute Order or Board Resolution will be returned to CDFA with the signed contract.

ITEM B

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL
PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Renee Reid
Address: 4080 Lemon Street, Rm. 19 / P.O. Box 1089, Riverside, CA 92501
Phone Number: (951) 955-3045
Fax Number: (951) 955-3012
E-Mail Address: reneereid@rivcoag.org

ALTERNATE CONTACT (IF APPLICABLE)

Name: Dustin Wiley
Address: 4080 Lemon Street, Rm. 19 / P.O. Box 1089, Riverside, CA 92501
Phone Number: (951) 955-3045
Fax Number: (951) 955-3012
E-Mail Address: dustin@rivcoag.org

ITEM C

**PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND
OTHER DESIGNATED PESTS AND DISEASES
RIVERSIDE COUNTY
February 25, 2010**

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.

RESPONSIBILITIES

Lead Agency

The Riverside County Department of Agriculture (RCDA) is the lead agency and is designated by the Riverside County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the RCDA, the State PDCP Science Advisory Panel, officials in affected counties, the Riverside County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Riverside County as favorable agents become available.

County Responsibilities

- **Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.**
- **Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.**
- **Certifying regulated commodities destined to noninfested areas of the state.**

ELEMENTS

Public Outreach

The RCDA will act as lead spokesperson for the PDCP activities within the County. The RCDA, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

ITEM C-1

**PIERCE'S DISEASE CONTROL PROGRAM
REGULATION OF COMMODITY MOVEMENT**

The Riverside County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

ITEM D

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

Due to Riverside County being generally infested, no general county survey plan will be conducted. Nurseries in Riverside County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

ITEM E

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- **If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.**

- **Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].**

ITEM F

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Riverside County Department of Agriculture (RCDA) and the Riverside County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the RCDA will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Riverside is generally-infested and we do not anticipate conducting any rapid response activities.

ITEM G

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

- 1. The Riverside County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFAs. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.**
- 2. The Riverside County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFAs. The biology, survey, and treatment of Pierce's disease and its vectors and other designated pests and diseases will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.**
- 3. The Riverside County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFAs. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases in a manner respectful of property and other rights of those affected.**
- 4. The Riverside County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFAs guidelines.**

ITEM H

**PIERCE'S DISEASE CONTROL PROGRAM
 BUDGET**

County Name:	Riverside County
Contract Number:	Proposed Budget
Billing Period:	July 1, 2010 - June 30, 2011

NURSERY/CROPLAND ACTIVITIES (SURVEY)

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Office Assistant III	\$18.09	475.0	\$8,592.75
Agricultural & Standards Investigator I	\$20.64	2575.0	\$53,148.00
Agricultural & Standards Investigator II	\$22.94	1375.0	\$31,542.50
Agricultural & Standards Investigator III	\$25.51	1375.0	\$35,076.25
Agricultural & Standards Investigator IV	\$28.36	3300.0	\$93,588.00
Supervising Agricultural & Standards Investigator I	\$30.52	50.0	\$1,526.00
Supervising Agricultural & Standards Investigator II	\$32.37	300.0	\$9,711.00
		9450.0	
		Total Permanent	\$233,184.50
Staff Benefits	Rate		
Permanent @ 44%	0.44		\$102,601.18
		Total Benefits	\$102,601.18
		Total Personnel Services	\$335,785.68

OPERATING EXPENSES

General Expenses			
**Vehicle Expense			
County vehicles mileage @ \$0.50/per mile	Miles	Rate	
	60,000	0.50	\$30,000.00
Indirect		Rate	
(Percent of Personnel Services)		0.25	\$83,946.42
		Total Operating Expense	\$113,946.42
		Total Survey/Inspection Activities	\$449,732.10

ADMINISTRATION OF COACHELLA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	10	\$401.70
		Total Salaries	\$401.70

ADMINISTRATION OF TEMECULA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	70	\$2,811.90
		Total Salaries	\$2,811.90

TOTAL SURVEY/INSPECTION ACTIVITIES	\$449,732.10
AREA WIDE ADMINISTRATION	\$3,213.60
TOTAL ALL ACTIVITIES	\$452,945.70

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

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**PIERCE'S DISEASE CONTROL PROGRAM
 BUDGET**

County Name:	Riverside County
Contract Number:	Proposed Budget
Billing Period:	July 1, 2011 - June 30, 2012

NURSERY/CROPLAND ACTIVITIES (SURVEY)

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Office Assistant III	\$18.09	475.0	\$8,592.75
Agricultural & Standards Investigator I	\$20.64	2575.0	\$53,148.00
Agricultural & Standards Investigator II	\$22.94	1375.0	\$31,542.50
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		9450.0	
		Total Permanent	\$233,184.50
Staff Benefits	Rate		
Permanent @ 44%	0.44		\$102,601.18
		Total Benefits	\$102,601.18
		Total Personnel Services	\$335,785.68

OPERATING EXPENSES

General Expenses			
**Vehicle Expense	Miles	Rate	
County vehicles mileage @ \$0.50/per mile	60,000	0.50	\$30,000.00
Indirect		Rate	
(Percent of Personnel Services)		0.25	\$83,946.42
		Total Operating Expense	\$113,946.42
		Total Survey/Inspection Activities	\$449,732.10

ADMINISTRATION OF COACHELLA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
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ADMINISTRATION OF TEMECULA VALLEY PROGRAM

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	\$40.17	70	\$2,811.90
		Total Salaries	\$2,811.90

TOTAL SURVEY/INSPECTION ACTIVITIES	\$449,732.10
AREA WIDE ADMINISTRATION	\$3,213.60
TOTAL ALL ACTIVITIES	\$452,945.70

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

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ITEM I

Agreement No. 10-0344
Exhibit A
Attachment ()
Page 10 of 13

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Riverside County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

ITEM J

**PIERCE'S DISEASE CONTROL PROGRAM
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

 X **The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.**

 The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

Renee Reid
Deputy Agricultural Commissioner / Sealer

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

**EXHIBIT B
(County Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. 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.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. 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 in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. 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.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

**EXHIBIT C
(County Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 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
(County Agreement)**

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**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA 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. **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.

4. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors 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 to enforce the payment of any moneys to any subcontractor.

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 may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 10/11 & 11/12 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

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 ten (10) 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 – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. 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 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 companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- 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 obligations under the contract.
- h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2. Contract Insurance Requirements

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

- a. Commercial General Liability – 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 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & 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 limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the 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. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required.