

FORM APPROVED COUNTY COUNSEL  
 4/20/13  
 DATE  
 BY: *HP Lidd*  
 MARSHAL VICTOR

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

505A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**  
 April 29, 2013

**SUBJECT:** Cooperative Agreement No. 13-0016-SA Regarding the Fruit and Vegetable Standardization Inspection Program.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Standard Agreement No. 13-0016-SA with the California Department of Food and Agriculture, for the amount of \$122,460 for FY 13/14; and
2. Authorize the chairman to sign the agreement.

**BACKGROUND:** This agreement is renewed annually and provides fruit and vegetable inspection services at production and wholesale outlets, to ensure compliance with California's minimum quality standards. Revenue from this source was included in the Agricultural Commissioner's FY 2013-2014 budget request. This program is 100% funded. This agreement was approved as to form by County Counsel.

*John Snyder*

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 122,460	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	NO
	Annual Net County Cost:	\$0	For Fiscal Year:	2013/14

<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

BY: *Denise C. Harter*  
 Denise C. Harter

Consent  
 Policy  
 Consent  
 Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
 Nays: None  
 Absent: Stone  
 Date: May 14, 2013  
 xc: Agric., Comm.

Kecia Harper-Ihem  
 Clerk of the Board

*Michelle...*  
 Deputy

RECEIVED MAY 14 2013  
 RECEIVED MAY 14 2013

Dept Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.:07/17/12 item 3.4 | District: ALL | Agenda Number:

3-10

CLERK'S COPY

Department of Food and Agriculture  
COOPERATIVE AGREEMENT  
GAU-03 (Rev. 1/13)

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

COOPERATIVE AGREEMENT  
SIGNATURE PAGE

AGREEMENT NUMBER
13-0016-SA

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

STATE AGENCY'S NAME  
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME  
COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: \$122,460.00  
One Hundred Twenty-two Thousand Four Hundred Sixty Dollars and  
Zero 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: 2 Page(s)  
• Recipient and Project Information  
• Scope of Work

Exhibit B: 2 Page(s)  
• Budget & Payment Provisions  
• Budget

Exhibit C – General Terms and Conditions 2 Page(s)

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By *[Signature]*  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY *[Signature]* 4/30/13  
MARSHAL VICTOR DATE

Name of Project: Standardization Inspections

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

RECIPIENT

RECIPIENT'S NAME (County's Name)  
COUNTY OF RIVERSIDE

BY (Authorized Signature)  
*[Signature]*

DATE SIGNED (Do not type)  
5/14/13

PRINTED NAME AND TITLE OF PERSON SIGNING  
**JOHN J. BENOIT** CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS  
4080 Lemon Street, Room 19, Riverside, CA 92502-1089

STATE OF CALIFORNIA

AGENCY NAME  
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)  
*[Signature]*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
CRYSTAL MYERS, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

MA

MAY 14 2013 3-10

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

The County will provide fruit and vegetable inspection services for the Standardization Program per Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Group 4; and any State policies and procedures pertaining to fruits and vegetables.

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Kiley Potter	Name:	John Snyder
Section/Unit:	Inspection & Compliance	Section/Unit:	COUNTY OF RIVERSIDE
Address:	1220 N Street	Address:	4080 Lemon Street, Room 19
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-900-5198	Phone:	951-955-3045
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agdept@rivcoag.org

3. For a detailed description of work to be performed and duties, see Scope of Work.

## SCOPE OF WORK

The County of Riverside agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to the normal inspection activities being performed by the County. The services provided under this agreement should be consistent with those outlined in the application (form STD 200), submitted by the County. Services to be invoiced under this Cooperative Agreement will commence no earlier than July 1, 2013.

The County shall perform inspection services at a cost not to exceed \$122,460.00. Inspection hours and workdays should vary where appropriate and practical. The County shall provide necessary inspection supplies and equipment, with the exception of forms and supplies routinely provided by the State. Services rendered by the County, include: hours of enforcement work, mileage, and travel time incurred. Services rendered by the county do not include normal travel time or mileage to and from home.

The County shall invoice the State for work performed under this agreement within 30 days after the end of each month in which services were provided. The invoice to be used by counties will be the Standardization Program County Invoice (form 51-066), provided by the Department, and must include, at minimum, the following information.

Number of Premises Inspected  
Number of Lots Inspected per Commodity  
Number of Containers Inspected per Commodity  
Number of Noncompliance's Issued per Commodity  
Number of Containers Rejected per Commodity  
Reason for the Rejection  
Number of Disposal Orders Issued per Commodity  
Name and Number of Inspectors or Title  
Total Number of Hours Worked per Commodity  
Total Cost to Include Personnel, Mileage and Overhead  
Name and Signature of Authorized County Personnel Submitting Invoice

Refer to the instructions that accompany form 51-066 when preparing and submitting the invoice.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4; The County shall follow established standardization practices and procedures and any State policies and procedures.

The State shall perform evaluations of county inspections, which could include but are not limited to; on-site observations; assessment of inspection procedures and review of noncompliance's and other reports for accuracy and consistency.

## EXHIBIT B

### BUDGET 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 Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices must include the Agreement Number, dates-of-service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, or offer to amend the Agreement to reflect the reduced amount.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 – The California Prompt Payment Act.

#### 4. Allowable Line Item Shifts

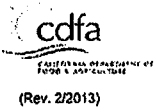
- A. Upon approval of the CDFA Agreement Manager, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit B, Budget, so long as the annual Agreement total dollar amount neither increases nor decreases.
- B. The Recipient must obtain approval from the CDFA Agreement Manager when a line item shift amount is over ten percent (10%).

#### 5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State regulations.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 6. Budget

For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.



## 2013-2014 STANDARDIZATION FISCAL DISPLAY

County Riverside  
Cooperative Agreement # \_\_\_\_\_

All inspection work performed by permanent staff shall be at the minimum classification of an Agricultural Biologist. All inspection work performed by temporary staff shall be at the minimum classification of a Seasonal Agricultural Inspector. All supervisory hours listed shall be at the minimum classification of a Deputy Agricultural Commissioner. All hourly rates shown below are to include employee benefits. If more than one hourly rate is applicable in any category, an average rate may be shown.

<b>PERSONNEL:</b>						
# of Biologists:	Hours	Rate	Total			
1						
Regular	1800	@ \$ 48.76 =	\$ 87,768.00			
Overtime		@ =	\$ -			
# of Seasonals	Hours	Rate	Total			
Regular		@ =	\$ -			
Overtime		@ =	\$ -			
Supervision (if applicable)	Hours	Rate	Total			
Regular		@ =	\$ -			
<b>Total Personnel Services</b>			<b>\$ 87,768.00</b>			
<b>TRANSPORTATION:</b>						
Rental Rate:	\$ Per Mile	Per Month	=	\$		
Total Rate:		@	=	\$		
Mileage:	Total Miles	\$ Per Mile	=	\$		
Total Miles:	25,000	@ \$ 0.510 =	=	\$	12,750.00	
(Not to exceed \$0.665)						
<b>EQUIPMENT &amp; SUPPLIES:</b>						
(please provide description) _____						
_____						
_____						
_____						
<b>INDIRECT COSTS: Overhead for agreement administration</b>			<b>\$ 21,942.00</b>			
(cannot exceed 25% of Personnel Services budget)						
(if not included above within hourly rates)						
<b>COOPERATIVE AGREEMENT TOTAL:</b>			<b>\$ 122,460.00</b>			

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Hours, average rate, mileage, and other costs are projected. Actual amounts will be reflected in invoices submitted for payment and may not exceed the cooperative agreement total, unless, a budget amendment has been submitted and approved.

Note: please type only in shaded areas

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for work performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

3. **Indemnification**

The Recipient 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 Recipient in the performance of this Agreement.

4. **Disputes**

The Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. **Potential Contractors**

The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy, the organization must conduct a competitive bid process. All contractors must have the proper licenses/certificates required in their respective disciplines.

If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors 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 Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

6. **Independent Recipient/Contractor**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

The Recipients and contractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (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. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**8. Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State laws.

**9. 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 will not be affected thereby.

**10. 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.

**11. Right to Terminate**

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

**12. Termination for Cause**

The State may terminate this Agreement and be relieved of any payments should the Recipient 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 necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

**13. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

**14. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

**15. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.