FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 6/11/15

Departmental Concurrence

3.15 A

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

FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
May 27, 2015

SUBJECT: Standard Agreement No. 15-0046 regarding the High-Risk Pest Inspection Program. [$66,255]

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve Standard Agreement No. 15-0046 in the amount of $66,255 for FY 15/16; and
2. Authorize the chairman to sign the agreement.

BACKGROUND:
Summary
This agreement is renewed annually. The purpose of this agreement is for the county to perform High-Risk, Pest Exclusion Inspection services for the California Department of Food and Agriculture (CDFA) and for CDFA to reimburse the county for these activities. Revenue from this source was previously included in the Agricultural Commissioner's FY 15/16 budget request. This agreement was approved as to form by County Counsel.

John Snyder
Agricultural Commissioner/
Sealer of Weights and Measures

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 66,255	$ 0	$ 66,255	$ 0	Consent ☐ Policy ☒
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0	

SOURCE OF FUNDS: California Department of Food and Agriculture

Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE
BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: June 30, 2015
xc: Ag. Comm.

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

☐ Positions Added ☐ Change Order
☐ A-30 ☐ 4/5 Vote

Prev. Agn. Ref.: 07/15/14 Item 3.9 | **District: All** | **Agenda Number:** 3-5

Impact on Citizens and Businesses

Citizens and businesses will be positively impacted in that this program is aimed at preventing invasive species that are injurious to landscape and agricultural plants, as well as to the local environment, from entering and becoming established within the county and the state. This will result in reduced pest control efforts/costs and an increased quality of life.

Contract History and Price Reasonableness

This agreement has been renewed each year since its inception in FY 1998/99 and the dollar amount covers all related costs.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

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
15-0046
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME
COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: $ 66,255.00
Sixty-six Thousand Two Hundred Fifty-five Dollars and No Cents

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

Exhibit A – Scope of Work	1 page(s)
Attachment 1	10 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	2 page(s)
Exhibit C* – General Terms and Conditions – GTC 610	
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	4 page(s)

ATTEST:
KECIA HARPER-IHEM, Clerk
By _____ DEPUTY

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COUNTY OF RIVERSIDE

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 6/30/15

PRINTED NAME AND TITLE OF PERSON SIGNING
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS
PO BOX 1089, RIVERSIDE, CA 92502

APPROVED COUNTY COUNSEL FORM
BY: NEAL R. KIPNIS
DATE

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
JENNIFER CROW, ACQUISITIONS MANAGER

ADDRESS
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General Services Use Only

☒ Exempt per: DGS Ltr 28.7

JUN 30 2015 3-5

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractor shall perform high risk pest exclusion inspections and enforcement activities for the California Department of Food and Agriculture (CDFA), Pest Exclusion Branch, per Food and Agriculture Code [FAC] §2282.5, for parcel terminal inspections, air freight, air freight forward, and nursery stock shipments from Florida, southern states and Hawaii.

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

State Agency:	**Contractor:**
Name: Jennifer DeBernardi	Name: Dustin Wiley
Section/Unit: Pest Exclusion Branch	Section/Unit: Agricultural Commissioners Office
Address: 1220 N Street, Room 325 Sacramento, CA 95814	Address: PO Box 1089 Riverside, CA 92502
Phone: (916) 654-0312	Phone: (951) 955-3004
Email: Jennifer.debernardi@cdfa.ca.gov	Email: dwiley@rivcoag.org
Fax: (916) 654-0986	Fax: (951) 955-3012

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

SCOPE OF WORK

County High Risk Pest Exclusion Program
July 1, 2015 - June 30, 2016

The County agrees to perform County Pest Exclusion Program enforcement and inspection activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5 (Appendix A) and
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303 (Appendix A) and
3. FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401 and 6403 (Appendix A).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget), Budget Detail and payment provisions and by this reference made a part hereof.

Key actions to be conducted under this contract include:

SECTION 1: PERSONNEL ACTIVITIES

a. Pest Exclusion Inspections
   i. Air Freight/Air Freight Forwarded
   ii. Nursery Stock
   iii. Parcel Terminals

b. Data Entry/Sample Submission
   i. PDR
   ii. PEIM

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

b. Vehicle/Mileage

SECTION 3: REPORTING/INVOICING

a. Monthly Activity Report (Report 4a)

b. Invoicing Reimbursement

SECTION 1: PERSONNEL ACTIVITIES

a. Pest Exclusion Inspections

The County agrees to perform pest exclusion inspection activities for the pathways listed below (i-iii) targeting all federal, foreign and state quarantine pests. The County also agrees to perform inspection activities targeting all state and federal actionable pests including insect species, diseases or other organisms that may adversely affect agriculture and the economy of the State.

This agreement is inclusive of pest exclusion inspections of the following pathways:

i. **Air Freight/Air Freight Forwarded** (detailed in **Appendix B**)
ii. **Nursery stock** (detailed in **Appendix C**)
iii. **Parcel Terminals** (detailed in **Appendix D**)

County shall report detection of live suspect Tephritid fruit fly larvae to Pest Exclusion within 24 hours.

County must use the USDA/SITC Referral Form (SO-155) to report interceptions that involve federal quarantine violations and/or pest finds available at:
http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/S0-155USDASITCFORM.pdf

County shall notify an Interior Pest Exclusion Environmental Scientist or the Environmental Program Manager I by phone at (916) 654-0312 regarding the interception of pests subject to a State Exterior Quarantine or Federal Domestic Quarantine.

b. Data Entry/Sample Submission

The County is responsible for ensuring the following data sets are accurately completed in a timely manner:

i. Pest and Damage Record (PDR)
County shall send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The County shall complete an electronic copy of CDFA's PDR on CDFA's Plant Division Extranet site, http://phpps.cdfa.ca.gov/user/frmLogon2.asp. A hard copy of the PDR must accompany the samples to the PPDC.

"High-Risk" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

ii. Pest Exclusion Information Management (PEIM)
The County shall complete a Notice of Rejection (NOR) using the Pest Exclusion Information Management (PEIM) database available on the CDFA Extranet (http://phpps.cdfa.ca.gov/user/frmLogon2.asp). The "High Risk" program must be selected on all NORs.

iii. Annual Data Report
The County shall generate and maintain a Data Report containing PDR numbers (only A, Q, W-rated determinations) and PEIM numbers submitted under the High Risk Program for the fiscal year. The Data Report must be sent to CDFA no later than 30 days after the end of the fiscal year. The County Data Report and CDFA database searches will be compared for accuracy.

SECTION 2: NON-PERSONNEL

a. **Supplies/Equipment**
Supplies and Equipment are not reimbursable under this contract.

b. **Vehicle/Mileage**
Vehicle costs and mileage are not reimbursable under this contract.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

a. **Monthly Activity Report (Report 4a)**
The County will utilize the online County Monthly Reporting system (https://secure.cdfa.ca.gov/egov/crs/login.aspx) to submit a monthly activity report for the County Pest Exclusion Program. Monthly activity reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Terra Walber at terra.walber@cdfa.ca.gov or by calling (916) 654-0312.

b. **Invoicing/Reimbursement**
The County shall submit monthly an itemized invoice using the provided template (**Appendix E**), on county letterhead and submit to the CDFA no later than 30 days after the end of the coinciding reporting period.

i. **Allowable Costs**
All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting County Pest Exclusion Program related activities.

ii. **Monthly Activity Report Required for Reimbursement**
Invoices will not be submitted for reimbursement until submission of the "Online Monthly Activity Report" for the invoicing period has been entered by the county and verified by CDFA (see Section 3a. Monthly Activity Report above). Monthly activity report hours must match invoice hours and be must be in funded pathways before invoices will be submitted for reimbursement.

iii. **Hourly Rate(s) on Invoices**
Invoices should reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. **Personnel on Invoice Must Match Work Plan**
Invoices must reflect work performed by individuals or classifications listed on the work plan.

v. **Documentation**
Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA, but must be retained by the county and shall be made available for audit purposes.

vi. **Submission of Monthly Invoice**
Send County Pest Exclusion Program monthly invoice to:

California Department of Food and Agriculture
Attn: Jennifer DeBernardi
1220 N Street, Room 325
Sacramento, CA 95814

Invoices may also be submitted via email to jennifer.debernardi@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Jennifer DeBernardi via email or by calling (916) 654-0312.

County Pest Exclusion Program

Scope of Work

Appendix Index

Appendix A.....FAC 2282.5, 6303, 6401, 6403

Appendix B.....Air Freight/Air Freight Forwarded Inspection Guidelines

Appendix C.....Nursery Stock Inspection Guidelines

Appendix D.....Parcel Terminal Inspection Guidelines

Appendix E.....Monthly Invoice Template

Appendix A

FOOD AND AGRICULTURAL CODE
SECTION 2282.5

(a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.

(b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars ($5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:

(1) The number of high-risk plant shipments entering each county.
(2) The number of high-risk entry points in each county.
(3) The number of state action quarantine pests intercepted or detected annually in each county.
(4) The work hours expended by each county in conducting exclusion of high-risk pests.
(5) The rate of interceptions and rejections per inspection activity.

(c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.

(d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

FOOD AND AGRICULTURAL CODE
SECTION 6303.

(a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.

(b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.

(c) Diversion of a shipment as described in subdivision (b) is unlawful.

(d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director

or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

FOOD AND AGRICULTURAL CODE
SECTION 6401.

It is unlawful for any person to transport, receive, or import into the state any plant or any thing against which a quarantine has been established, or any plant, unless he does both of the following:

(a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.

(b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

FOOD AND AGRICULTURAL CODE
SECTION 6403.

The officer who makes the inspection may enter at any time into any conveyance or place within the state where the plant or thing is located to ascertain whether it is, or is liable to be, infested or infected with any pest.

Appendix B

INSPECTION GUIDELINES FOR AIR FREIGHT/AIR FREIGHT FORWARDED

The County will perform pest exclusion activities approved by the CDFA as described below for Air Freight/ Air Freight Forwarded.

Definitions:

- **Air Freight:** Air cargo shipments inspected at the airport facility.
- **Air Freight Forwarded:** Air cargo shipments that entered the state via air freight and were then forwarded to the destination county for inspection (may include shipments arriving under blue tag, compliance agreement, or other shipments that were not previously inspected and released).

Pest exclusion activities of Air Freight/Air Freight Forwarded may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking shipments for quarantine compliance.
3. Rejecting shipments that are in violation of FACs and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes; the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds, repeat certification violations.
8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high-risk inspection activities as appropriate to meet the changing needs.

The County shall determine the time of day and week the inspections are to occur. If a County finds it necessary to deviate from its approved work plan, said County will notify the Interior Pest Exclusion Program of any changes.

Appendix C

INSPECTION GUIDELINES FOR NURSERY STOCK

The County will perform pest exclusion activities approved by the CDFA as described below for nursery stock.

Definitions:

- **Nursery stock:** Nursery stock shipments that arrive under warning hold notice (008) from Florida, Hawaii and southern states*. All shipments will have entered California via truck through a border station or via ship and then trucked from the port to the destination. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy-winged sharpshooter.

Pest exclusion activities of nursery stock may include, but are not limited to, the following:

10. Reviewing invoices and 008 for content origin/destination.
11. Checking shipping documents for quarantine compliance.
12. Rejecting shipments that do not adhere to quarantine compliance.
13. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
14. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes, the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
15. Data entry, sample submissions and reporting as outlined in Scope of Work, sections 1 & 3.
16. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
17. Sealed shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
18. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

The County shall determine the time of day and week the inspections are to occur. If a County finds it necessary to deviate from its approved work plan, said County will notify the Interior Pest Exclusion Program of any changes.

*Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported Fire Ant.

Appendix D

INSPECTION GUIDELINES FOR PARCEL TERMINALS

The County will perform pest exclusion activities approved by the CDFA as described below for parcel terminals.

Definitions:

- **Parcel Terminal**: FedEx (Express and Home Delivery only), United Parcel Service (UPS), and United States Postal Service (USPS) facilities in your county.

Pest exclusion activities for parcel facility inspections may include, but are not limited to, the following:

1. Reviewing invoices for content origin/destination.
2. Checking parcels for quarantine compliance.
3. Rejecting parcels that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize pest exclusion inspection activities as appropriate to meet the changing needs.

The County shall determine the time of day and week the inspections are to occur. If a County finds it necessary to deviate from its approved work plan, said County will notify the Interior Pest Exclusion Program of any changes.

(County Letterhead)

Appendix E

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Attn: Jennifer DeBernardi
1220 N Street, Rm 325
Sacramento, CA 95814

County Pest Exclusion
Contract #
Budget Display FY 2015/2016
Invoice for Period from 07/01/2015 to 06/30/2016

Personnel Services

Name/Classification	Hourly Rate	Total Hours	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
		Totals	0.00
		Total Personnel Services	0.00
		Indirect (up to 25% of Personnel Services)	0.00
		Total:	0.00

Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

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, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

   Original invoices shall include the agreement/contract 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. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

   B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted 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 by the California Department of Human Resources. http://www.calhr.ca.gov/employees/pages/travel-meals.aspx

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.

Workplan for County High Risk Pest Exclusion
FY 2015/2016
July 1, 2015 through June 30, 2016

County: Riverside

Date: 3/20/2015

		# of Facilities Requiring activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Estimated Hours/Year
Parcel Inspection					
	Federal Express	1	33	2.5	83
	FedEx Home Delivery	0	0	0	0
	UPS	1	33	2.5	83
	USPS	0	0	0	0
Air Freight					
	Air Freight	0	0	0	0
	Air Freight-Forwarded	1	166	4	664
Nursery Stock Inspection					
	Florida/Southern States (008)	330	1	1	330
	Hawaii (008)	14	1	1	14
				Total Hours:	1,174

Estimated Cost	
Total Cost:	$66,255.00

Personnel Cost Worksheet
County High Risk Exclusion
FY 2015/2016
July 11, 2015 through June 30, 2016

County: Riverside
Contract Manager: Dustin Wiley
Date: 3/20/2015

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	New Total Cost
Supervising A. S. I. II	$39.97	$15.44	$55.41	85	$4,710.00
A.S.I IV	$35.02	$15.13	$50.15	741	$37,161.00
A.S.I. III	$25.71	$11.58	$37.29	192	$7,160.00
A.S.I. II	$19.15	$5.36	$24.51	80	$1,961.00
O.A. III	$17.42	$9.41	$26.83	75	$2,012.00
			Total Hours Cost	1,173	$53,004.00
			Insert overhead percentage (do not exceed 25%)		$13,251.00
			Estimated Annual Cost		$66,255.00

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

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

5. **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.

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

EXHIBIT E
(County Agreement)

ADDITIONAL PROVISIONS

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

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

UNFAIR PRACTICES ACT

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

CONFLICT OF INTEREST

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

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

LICENSE AND PERMIT REQUIREMENTS

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California, and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CDFA a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality work or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

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.

EXHIBIT E
(County Agreement)

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 carriers must carry an AM Best rating of at least an "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 obligation under the contract.

   h. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

2. **Contract Insurance Requirements**

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

Commercial General Liability Insurance
Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 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 and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

EXHIBIT E
(County Agreement)

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

Automobile Liability Insurance
Contractor shall maintain 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.

Workers Compensation Insurance
The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than $1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carriers workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Sub-Contractor Insurance Requirements
Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance
Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 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 and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

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

Automobile Liability Insurance
Contractor shall maintain 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.

Workers Compensation Insurance
The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than $1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carriers workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

EXHIBIT E
(County Agreement)

SUBCONTRACTORS

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed $50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

POTENTIAL SUBCONTRACTORS

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 the subcontractor.

PRIORITY HIRING CONSIDERATIONS

The Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of and under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

FORCE MAJEURE

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

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 30, 2015, that Rebecca Spencer, the Registrar of Voters is authorized and directed to execute on behalf of said County the Standard Agreement No. 15-0046 between Riverside County and California Department of Food and Agriculture providing: for the High-Risk Pest Inspection Program.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: _____ Deputy