

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

102



FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
March 8, 2016

SUBJECT: Cooperative Agreement No. 16-0008-SA Regarding the Fruit and Vegetable Standardization Inspection Program. [\$0]

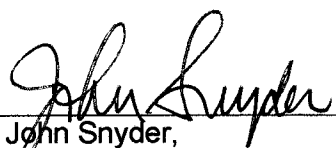
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Standard Agreement No. 16-0008-SA with the California Department of Food and Agriculture, for the amount of \$181,140 for FY 16/17; and
2. Authorize the chairman to sign the agreement.

BACKGROUND:

Summary

This agreement is renewed annually and provides for 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 2016-2017 budget request. This program is 100% funded. 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	\$ 181,140	\$ 0	\$ 181,140	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: California Department of Food and Agriculture
 Budget Adjustment: No
 For Fiscal Year: 2016/2017

C.E.O. RECOMMENDATION:

APPROVE


BY: 
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Washington
 Date: March 29, 2016
 xc: Agric. Comm.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: 6/16/15 Item 3.15 | District: All | Agenda Number:

3-7

FORM APPROVED COUNTY COUNSEL 3/9/16
 BY: 
 GREGORY P. PRIAMOS
 DATE

Departmental Concurrence

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement No. 16-0008-SA Regarding the Fruit and Vegetable
Standardization Inspection Program. [\$0]**

DATE: March 8, 2016

PAGE: 2 of 2

Impact on Citizens and Businesses

Consumers will be positively impacted in that they will be better assured of a consistent supply of quality produce. Agricultural businesses will be positively impacted in that high quality produce helps to stimulate and maintain consumer demand.

Contract History and Price Reasonableness

This agreement has been renewed each year since its inception in FY 1992 - 93, and the dollar amount covers all related costs.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
16-0008-SA

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

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

RECIPIENT'S NAME
COUNTY OF RIVERSIDE

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

3. The maximum amount of this Agreement is: **\$181,139.76
One Hundred Eighty-one Thousand One Hundred Thirty-nine Dollars
and Seventy-six Cents**

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

- | | |
|--|-----------|
| Exhibit A: Recipient and Project Information | 1 Page |
| Exhibit B: Payment and Budget Provisions | 1 Page |
| Exhibit C: General Terms and Conditions | 2 Page(s) |
| Attachments: Scope of Work and Budget | 2 Page(s) |

ATTEST:
KECIA HARPER-IHEM, Clerk
BY *Kaleen Dalton*
DEPUTY

Name of Project: **Standardization Inspections**

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

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

BY (Authorized Signature) *John J. Benoit* DATE SIGNED (Do not type) **3/29/16**

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
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) *Crystal Myers* DATE SIGNED (Do not type) **4/15/16**

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
**1220 N STREET, ROOM 120
SACRAMENTO, CA 95814**

MA

MAR 29 2016 37

2016-4-131494

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will enforce 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:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	John Snyder
Section/Unit:	INSPECTIONS DIV / INSPECTION & COMPL	Section/Unit:	COUNTY OF RIVERSIDE
Address:	2800 Gateway Oaks, Suite 100	Address:	4080 Lemon Street, Room 19
City/State/Zip:	Sacramento, CA 95833	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 activities to be performed and duties, see Scope of Work.

EXHIBIT B

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA 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.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, 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.
- C. Unless stated in the Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA 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 for purposes of this program, the CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, 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

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA 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.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. 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.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must 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 of all the activities to be performed under the Scope of Work, see attached Budget.

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 activities 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 Agreement Manager, in the form of a formal written amendment.

3. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

4. **Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

5. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

6. **Non-Discrimination Clause**

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. 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 family care leave.

The Recipients and contractors will ensure 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 (Government Code Section 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 must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. **Governing Law**

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

8. **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.

9. **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 CDFA 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.

10. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. Termination for Cause

The parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations applicable to sponsored agreements.

12. Reporting Requirements

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

13. 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, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

14. Property Damage Claims Process

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Amendments

Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. Suspension of Payments

Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and addressed to the CDFA, Legal Hearing and Appeals Office at:

California Department of Food and Agriculture
Attn: Legal, Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814



SCOPE OF WORK

The County 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, 2016.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. 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 the County shall be the Standardization Program County Invoice (form 51-066), provided by the Department and must include at least 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 monthly 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, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance's and other reports for accuracy and consistency.



2016-17 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.

PERSONNEL:				
# of Biologists:	Hours		Rate	Total
1.5				
Regular	2700	@	\$ 48.76 =	\$ 131,652.00
Overtime		@	\$ - =	\$ -
# Seasonals:	Hours		Rate	Total
Regular		@	\$ - =	\$ -
Overtime		@	\$ - =	\$ -
Supervision (if applicable)	Hours		Rate	Total
Regular		@	\$ - =	\$ -
Total Personnel Services				\$ 131,652.00
TRANSPORTATION:				
Rental Rate:	\$ Per Mile		Per Month	
Total Rate:	\$ -	@	\$ - =	\$ -
Mileage:	Total Miles		\$ Per Mile	
Total Miles:	30,694	@	\$ 0.540 =	\$ 16,574.76
				(Not to exceed \$0.54)
EQUIPMENT & SUPPLIES:				
(please provide description)				
INDIRECT COSTS: Overhead for agreement administration				\$ 32,913.00
(cannot exceed 25% of Personnel Services budget)				
(if not included above within hourly rates)				
COOPERATIVE AGREEMENT TOTAL:				\$ 181,139.76

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

RESOLUTION

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2
3 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of
4 California, in regular session assembled on Tuesday, March 29, 2016, that John J. Benoit, the
5 Chairman is authorized and directed to execute on behalf of said County the Standard
6 Agreement No. 16-0008-SA between Riverside County and California Department of Food
7 and Agriculture providing: for the Fruit and Vegetable Standardization Inspection Program.
8

9 Roll Call:

10 Ayes: Jeffries, Tavaglione, Benoit and Ashley
11 Nays: None
12 Absent: Washington
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19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
20 of Supervisors on the date therein set forth.

21 KECIA HARPER-IHEM, Clerk of said Board

22 By: 
23 Deputy