

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



**ITEM: 3.7
(ID # 13224)**

MEETING DATE:
Tuesday, August 25, 2020

FROM: AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Ratification and Approval of Cooperative Agreement No. 20-0295-000-SG with the California Department of Food and Agriculture for the Bee Safe Program, effective July 1, 2020 - June 30, 2021, All Districts. [\$56,609 - 100% California Department of Food and Agriculture]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 20-0295-000-SG with the California Department of Food and Agriculture for the Bee Safe Program, effective July 1, 2020 through June 30, 2021, in the amount of \$56,609; and
2. Authorize the Chairman of the Board to sign the agreement on behalf of the County.

ACTION: Policy


ACTION: Policy


Ruben J. Arroyo, Agricultural Commissioner/Speller 8/3/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: Jeffries
Date: August 25, 2020
xc: Ag. Commissioner

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 56,609	\$	\$ 56,609	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: California Department of Food & Agriculture 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Department of Food and Agricultural has secured funding to implement a program intended to protect the European honeybee and the beekeeping industry from negative impacts caused by the pest's lack of adequate forage, and exposure to pesticides. The Agricultural Commissioner's office has secured \$56,609 to cover the efforts associated with cost of developing, implementing, carrying out the terms of this agreement, and reporting on activities associated with this program.

Contract History and Price Reasonableness

This is the third year for this agreement, the contract will cover all related costs

ATTACHMENTS:

Attachment A: **Cooperative Agreement No. 20-0295-000-SG with the California Department of Food and Agriculture**


Jarvyk Punzalan 8/19/2020


Gregory T. Priarios, Director County Counsel 8/18/2020

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation, shall support the 2020 Summer Training and Employment Program for Students (STEPS) project which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience to students with disabilities. Foundation for California Community Colleges shall manage STEPS Grant Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to Riverside County Workforce Development Division.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and the County of Riverside, a political subdivision of the State of California, on behalf of its Workforce Development Division, is referred to as "CONTRACTOR". The term "SWD" shall refer to the individual participating in the STEPS and Career Catalyst program. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is Effective Date through April 30, 2021


The amount of this Agreement is \$ 500,000

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	Page 2
Exhibit B	Budget Detail & Payment Provisions	Page 4
Exhibit C	Terms and Conditions of Career Catalyst Paid Work Experience Program	Page 6
Exhibit D	Contract Certification Clauses	Page 11

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

COUNTY OF RIVERSIDE, on behalf of its Workforce Development Division

By: 

Print Name: Carrie Hamon

Title: Director

Date: 9-10-20

COUNTY OF RIVERSIDE, on behalf of its Workforce Development Division – second signature, if required


By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: 
Julian Roberts (Sep 2, 2020 13:20 PDT)

Print Name: Julian Roberts

Title: Chief Financial Officer

Date: Sep 2, 2020

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – second signature, if required

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Sep 2, 2020

FORM APPROVED COUNTY COUNSEL
BY:  8/19/2020
LISA SANCHEZ DATE


SEP 01 2020 3.7

EXHIBIT D

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective **CONTRACTOR** to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>CONTRACTOR/Bidder Firm Name (Printed)</i> County of Riverside, on behalf of its Workforce Development Division		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Carrie Harmon, Director		
<i>Date Executed</i> 9-10-20	<i>Executed in the County of Riverside</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

20-0295-000-SG

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

2. The Agreement Term is: July 1, 2020 through June 30, 2021

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

3. The maximum amount of this Agreement is: \$56,809.08

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: General Terms and Conditions 3 Page(s)
- Exhibit C: Payment and Budget Provisions 1 Page
- Attachments: Scope of Work and Budget

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)

DATE SIGNED (Do not type)

AUG 25 2020

PRINTED NAME AND TITLE OF PERSON SIGNING

V. MANUEL PEREZ, CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

Post Office Box 1089, Riverside, CA 92502-1089

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*
DEPUTY

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature] 10/20/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

FORM APPROVED COUNTY COUNSEL
BY: DANIELLE MALANDRINO

AUG 25 2020 3.7

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 County Agricultural Commissioners will develop, implement, and report on activities associated with the Bee Safe Program. Food and Agricultural Code 29000 - 29812.

Project Title: Bee Safe Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Michelle Dennis	Name:	Ruben Arroyo
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	COUNTY OF RIVERSIDE
Address:	3294 Meadowview Road	Address:	Post Office Box 1089
City/State/Zip:	Sacramento, CA 95832	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-262-1102	Phone:	951-955-3045
Email Address:	michelle.dennis@cdfa.ca.gov	Email Address:	agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Melissa Amaya	Name:	Misael Martinez
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	County of Riverside Agricultural Commissioner's office
Address:	3294 Meadowview Road	Address:	3403 10th Street, Suite 701
City/State/Zip:	Sacramento, CA 95832	City/State/Zip:	Riverside, CA 92501
Phone:	916-262-1102	Phone:	951.955.3003
Email Address:	melissa.amaya@cdfa.ca.gov	Email Address:	mimartinez@rivco.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
 Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

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 CDFA Agreement Manager or designee in the form of a formal written amendment.

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **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.

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. **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/Consultants 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 Contractors/Consultants 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.

10. **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 or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient 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 *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.

11. 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.~~

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee 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 CDFA Agreement Manager or designee 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.

13. 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.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

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. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. 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 in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a 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 California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified 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 and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, 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. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. 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](#)).
- D. If foreign 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.
- 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.

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. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK
~~Bee Safe Program~~
July 1, 2020 – June 30, 2021

The county agrees to perform and provide the following apiary related activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by (FAC §§ 29000-29322).

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

This Scope of Work will provide direction for the Counties that engage in apiary registration, training, and outreach, as well as the following activities that are designed to protect bees and beekeepers:

- 1) Theft of apiary and apiary equipment.
- 2) Colony weakness or loss due to inadequate foraging opportunities.
- 3) Colony weakness or loss due to pest and disease pressure.
- 4) Colony weakness, distress, or loss due to pesticide exposure.

Authorized expenses under this Bee Safe Program agreement include:

- I. **Personnel Activities**
 - A. **Apiary Field Activities**
 1. **Apiary Theft Prevention**
 - i. **Assisting Law Enforcement**
 - ii. **Apiary Compliance**
 2. **Mitigating Colony Loss from Pesticide Exposure**
 - i. **Pesticide Notifications**
 3. **Mitigating Colony Loss from Inadequate Forage**
 - i. **Survey for Safe Forage**
 4. **Mitigating Colony Loss from Pests and Diseases**
 - i. **Abatement and Treatment**
 5. **Inspection**
 - i. **Apiary Markings**
 - ii. **Pest Inspection**
 - iii. **Colony Health**
 - B. **Apiary Administrative/Other Activities**
 1. **Program Development and Management**
 2. **Data Entry**
 3. **Training**
 4. **Outreach**
 - C. **Apiary Registration**
 1. **Registration**
 2. **Survey for Unregistered Colonies**
- II. **Operating Expenses**
 - A. **Supplies**
 - B. **Travel and Vehicle Mileage**
 - C. **Printing, Postage, and Other Expenses**
- III. **Reporting/Invoicing/Reimbursement**

A. Monthly Activity Report
B. Invoicing/Reimbursement

- I. **Personnel Activities:** The County agrees to perform the listed Bee Safe Program activities required by this agreement. This agreement is inclusive of the following:

A. Apiary Field Activities

1. Apiary Theft Prevention

i. Assisting Law Enforcement

Personnel hours associated with working with law enforcement on apiary theft incidents. This includes meetings with law enforcement, investigation assistance, including information sharing, apiary theft incidence reporting, and documentation as requested by County Sheriff's Offices, Rural Crimes Task Forces, and District Attorney Offices.

ii. Apiary Compliance

Personnel hours associated with following up on local apiary-related ordinances, issuing violations, and information regarding non-compliance. This includes enforcing proper apiary markings.

2. Mitigating Colony Loss from Pesticide Exposure

i. Pesticide Notifications

Personnel hours associated with pesticide notification.

3. Mitigating Colony Loss from Inadequate Forage

i. Survey for Safe Forage

Counties can survey for potential safe forage space for honey bee colonies, maintain a list of these areas, and provide this information to beekeepers. If counties have grower incentive programs for forage purposes and would like to include this as an option, please contact Patricia Bohls (Patricia.Bohls@cdfa.ca.gov) for approval prior to submission.

4. Mitigating Colony Loss from Pests and Diseases

i. Abatement and Treatment

Personnel hours associated with abatement and treatment of apiaries may be billed as necessary. This includes serving notices to beekeepers, corresponding with beekeepers, communicating with local fire department and air quality management districts, sample submissions, destroying necessary apiary equipment, disinfecting equipment, treatment, and abatement of the equipment.

5. Inspection

i. Apiary Markings

Compliance inspections include checking to see if hives are appropriately marked. In addition, if apiaries have opted to use branded equipment, ensure branded apiaries and apiary equipment are being handled by the lawful owners. Counties will strive to perform a minimum of one compliance visit per apiary per year. In addition, field surveys may be performed. If an unregistered hive is found during field surveys, a compliance inspection should be conducted.

ii. Pest Inspections

~~Pest Inspections should be conducted when receiving and processing a bee colony shipment, including when receiving a 008 from the border station, as requested by a beekeeper, and for apiaries requiring certification. American Foulbrood suspected samples should be sent to the Beltsville Bee Lab and prepared according to <https://www.ars.usda.gov/northeast-area/beltsville-md-barc/beltsville-agricultural-research-center/bee-research-laboratory/docs/how-to-submit-samples/>. They should be sent within 24 hours of obtaining the sample. Notify Patricia Bohls via email (patricia.bohls@cdfa.ca.gov) of sample submission.~~

iii. Colony Health

A colony health assessment can be done for certification or inspection reasons. For further instructions on colony health assessments email Patricia Bohls at patricia.bohls@cdfa.ca.gov.

B. Apiary Administrative/Other Activities

1. Program Development and Management

Personnel hours associated with further developing the program. This includes county and state level meetings discussing the Bee Safe Program or apiary related issues. This category amount is not to exceed 25% of the total county budget.

2. Data Entry

Personnel hours associated with completion of Monthly Report 10, Bee Safe Invoice, and other data entry directly related to the Bee Safe Program. Monthly Report 10 can be found at <https://secure.cdfa.ca.gov/egov/crs/login.aspx?> and Bee Safe Invoice can be found at: <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1464>

3. Training

Personnel hours associated with learning about apiary issues. Inspectors can be reimbursed for trainings. Semi-annual trainings will be offered regionally through the Bee Safe Program. This can also include internal county agricultural mentoring and trainings regarding the Bee Safe Program.

4. Outreach

Personnel hours associated with developing or distributing apiary related outreach material. This includes preparation and conducting outreach meetings, developing outreach materials related to the Bee Safe Program or apiary issues, distributing Bee Safe or apiary outreach materials, and attending beekeeper or apiary industry meetings to provide outreach materials or education.

C. Apiary Registration

1. Registration

Personnel hours associated with registering honey bee colonies, collecting the annual assessment fee, and notification of movement. Registration includes a beekeeper paying a single county a fee of \$10 per year (multiple registrations and fee charges per beekeeper are not allowed). Counties

not utilizing BeeWhere must identify another resource for tracking registered colonies, such as a county spreadsheet or database, and use that resource. Counties may assist beekeepers in utilizing the BeeWhere software program. Counties may send postcards or emails to beekeepers to remind them to register.

2. Survey for Unregistered Colonies

Counties can survey for unregistered apiaries. All unregistered apiaries are to be inspected, and a notice must be served to the apiary operator or posted at the apiary regarding the importance and legal need of registering the apiary. Inspections must be performed by a certified CAC inspector. Depending on the inspector's judgement of the state of the apiary the inspection can be either an external hive or internal one. External inspections should check for any hitchhiking pests. Internal inspections should examine for potential American Foulbrood.

II. Operating Expenses

- A. **Supplies:** Supplies are tangible items having a useful life of less than one year or a value of less than \$5,000. Only supplies directly related to administering and conducting Bee Safe related activities will be reimbursed. All records substantiating that the supplies are used for the Bee Safe Program must be maintained by the county.
- B. **Travel and Vehicle Mileage:** Travel costs pertaining to the Bee Safe Program (lodging, meals, per diem, etc.) are allowable. All records substantiating travel used for the Bee Safe Program must be maintained by the county. Mileage reimbursement is allowable at the standard mileage rate established by the U.S. Internal Revenue Service (<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2020>) and in effect at the time of travel. Travel logs shall be utilized to substantiate mileage costs. If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan).
- C. **Printing, Postage, and Other:** All other expenses (printing, postage, communications, etc.) for which the County will seek reimbursement under this agreement must be directly related to the cost of administering and conducting the program.

III. Reporting/Invoicing/Reimbursement: Personnel hours associated with the compilation, submittal and maintenance of the following:

- A. **Monthly Activity Report:** The County must submit Monthly Report 10 utilizing the on-line County Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx?>) to report authorized Bee Safe Program activities, no later than the 1st day of the second month following when the activities took place. The County Monthly Report 10 includes the following fields and these items must be filled out each month:
 - 1. Number of registered colonies and apiaries.
 - 2. Number of stolen colonies and apiary equipment.
 - 3. Number of registered assessment fees.
 - 4. Number of inspected colonies and apiaries.
 - 5. Number of colonies and apiaries found with American Foulbrood.

Questions about reporting can be directed to Patricia Bohls (patricia.bohls@cdfa.ca.gov) or by calling (916) 330-5337.

B. Invoicing/Reimbursement: The county must submit a monthly itemized invoice, on county letterhead, using the provided invoice template. Invoices must be submitted to CDFA no later than 30 days after the end of the coinciding reporting period.

1. Allowable Costs: All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting Bee Safe Program activities.

2. Monthly Activity Report Required for Reimbursement: Invoices will not be paid until submission of Monthly Report 10 on the county reporting website (<https://secure.cdfa.ca.gov/egov/crs/login.aspx?>) for the invoicing period, which has been submitted by the County.

3. Hourly Rate(s) on Invoices: Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted Bee Safe Program activities.

4. Personnel on Invoice Must Match Work Plan (Budget): Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

5. Documentation: Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA but must be retained by the County and shall be made available upon request for audit purposes.

6. Substantiation of Costs: Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed.

7. Submission of Monthly Bee Safe Invoice: Monthly Bee Safe Invoice must be emailed to BeeSafeInvoices@cdfa.ca.gov.

For any questions about the Bee Safe Program contact Patricia Bohls at Patricia.Bohls@cdfa.ca.gov or (916) 330-5337.

For questions specific to the workplan document, please contact Melissa Amaya at BeeSafeInvoices@cdfa.ca.gov or (916) 262-1102. The files, including the work plan document in Excel, are also located on the CDFA Integrated Pest Control Extranet page located here: <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?PageID=336>



RIVERSIDE COUNTY AGRICULTURAL
COMMISSIONER'S OFFICE

SECTION I: PERSONNEL COSTS - Please input hours per category per classification.

Aplary Field Activities	Theft Prevention	Pesticide Exposure	Safe Forage	Pests and Diseases	Inspection	Personnel Rate Information				
	Assisting Law Enforcement	Pesticide Notifications	Survey for Safe Forage	Abatement and Treatment	Inspection	Total Hours per Grant Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
Agricultural Inspector	100	5			500	605	\$13.96	\$2.18	\$16.14	\$9,784.70
Agricultural & Standards Investigator	10	5			45	60	\$35.09	\$14.77	\$49.86	\$2,991.60
Supervising Agricultural Standards Investigator	5	5				10	\$40.05	\$17.22	\$57.27	\$572.70
Employee Classification						0			\$0.00	\$0.00
Employee Classification						0			\$0.00	\$0.00
Total Hours	115	15	0	0	545	675	Total Aplary Field Activities Cost			\$13,329.00

Aplary Administrative/Other Activities and Aplary Registration	Aplary Administration / Other				Aplary Registration			Personnel Rate Information				
	Program Development & Management	Data Entry	Training	Outreach	Registration	Survey for Unregistered	Total Hours per Grant Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title	
Agricultural Inspector		100	20	25	25	550	720	\$13.96	\$2.18	\$16.14	\$11,620.80	
Agricultural & Standards Investigator		10	10	10	10	20	60	\$35.09	\$14.77	\$49.86	\$2,991.60	
Supervising Agricultural Standards Investigator		10					20	\$40.05	\$17.22	\$57.27	\$1,145.40	
Deputy Agricultural Commissioner/Sealer	15	20					35	\$50.00	\$21.50	\$71.50	\$2,502.50	
Employee Classification							0			\$0.00	\$0.00	
Employee Classification							0			\$0.00	\$0.00	
Total Hours	15	140	30	40	40	570	835	Total Aplary Admin/Other and Registration Cost			\$18,260.30	

Total Hours (All Activities)	1510	Total Cost (All Activities)	\$31,689.30
		Overhead Rate: 28%	\$7,887.33
		Total Personnel Cost:	\$39,486.63

SECTION II: OPERATING EXPENSES

Category	Total
Supplies	
Bee Suits	\$81.05
Aplary Inspection Equipment & Tools	\$80.00
Supplies 3	
Supplies 4	
Supplies 5	
Total Supplies	\$121.05
Printing	
Travel (lodging, meals, per diem)	\$500.00
Other - Vehicle, Cellphone, Email	\$13,826.40
Postage	
Vehicle Use	
Miles: 5000	Rate: \$0.575
	\$2,875.00
Total Operating Expenses	\$17,122.45

Total Contract Amount	\$56,609.08
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