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

**ITEM:** 3.3
(ID # 13588)
**MEETING DATE:**
Tuesday, October 27, 2020

**FROM:** AGRICULTURAL COMMISSIONER:

**SUBJECT:** AGRICULTURAL COMMISSIONER: Standard Agreement No. 20-0090 with California Department of Food and Agriculture for the High-Risk Pest Exclusion Program effective July 1, 2020 through June 30, 2021, All Districts [$179,981 - 100% State Funds].

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

1. Ratify and approve Standard Agreement No. 20-0090 with California Department of Food and Agriculture for the High-Risk Pest Exclusion Program, effective July 1, 2020 through June 30, 2021, in the amount of $179,981;

2. Authorize the Chairman of the Board to sign the agreement on behalf of the County; and

3. Authorize the Agricultural Commissioner, or his designee, to sign any certifications, assurances, reports, or other documents required by California Department of Food and Agriculture, related to the above-mentioned agreement, and consistent with the Board's approval.

**ACTION: Policy**

Ruben J. Arroyo, Agricultural Commissioner/Sealer 9/29/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

| | |
|---|---|
| Ayes: | Jeffries, Spiegel, Washington, Perez and Hewitt |
| Nays: | None |
| Absent: | None |
| Date: | October 27, 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 | $ 179,981 | $ 0 | $ 179,981 | $ 0 |
| NET COUNTY COST | $ 0 | $ 0 | $ 0 | $ 0 |
| SOURCE OF FUNDS: California Department of Food and Agriculture 100% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2020/2021 | |

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

**BACKGROUND:**

**Summary**

This agreement is entered into annually. The purpose of this agreement is for the county to perform high-risk, pest exclusion inspections and enforcement activities 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 20/21 budget request. This agreement was approved as to form by County Counsel.

**Impact on Residents and Businesses**

Residents 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 entered into each year since its inception in FY 1998/99 and the dollar amount covers all related costs.

**ATTACHMENTS:**

**Attachment A:** **Standard Agreement No. 20-0090 with California Department of Food and Agriculture**

Jarvyk Punzalan 10/20/2020

Gregory P. Priamos, Director County Counsel 10/14/2020

# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, October 27, 2020, that V. Manuel Perez, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 20-0090, between Riverside County and California Department of Food and Agriculture providing: High-Risk Pest Exclusion Program Services.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
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 R. HARPER, Clerk of said Board

By: _____
Deputy

3.3

SCO ID: 8570-200090

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT**
STD 213 (Rev. 03/2019)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| 20-0090 | |

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

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME
COUNTY OF RIVERSIDE

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.

2. The term of this Agreement is:

START DATE
JULY 1, 2020

THROUGH END DATE
JUNE 30, 2021

3. The maximum amount of this Agreement is:
$179,981.20 - ONE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY 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.

| | Exhibits | Title | Pages |
|---|---|---|---|
| | Exhibit A | Scope of Work | 1 |
| | Exhibit A | Attachment 1 | 5 |
| | Exhibit A | Appendixes A - F | 10 |
| + - | Exhibit B | Budget Detail and Payment Provisions | 1 |
| + - | Exhibit B | Attachment 1 | 2 |
| + - | Exhibit C * | General Terms and Conditions | 0 |
| + - | Exhibit D | Special Terms and Conditions | 2 |
| + - | Exhibit E | Additional Provisions | 6 |

*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 https://www.dgs.ca.gov/OLS/Resources*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

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

| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| P.O. BOX 1089 | RIVERSIDE | CA | 92502 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| V. Manuel Perez | Chairman, Board of Supervisors |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
| V. M. Perez | OCT 27 2020 |

FORM APPROVED COUNTY COUNSEL
BY: _____
DANIELLE D. MALAND

ATTEST:
KECIA R. HARPER, Clerk
By _____ DEPUTY

OCT 27 2020 3.3

SCO ID: 8570-200090

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT**
STD 213 (Rev. 03/2019)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| 20-0090 | |

**STATE OF CALIFORNIA**

| CONTRACTING AGENCY NAME | | | |
|---|---|---|---|
| CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE | | | |
| CONTRACTING AGENCY ADDRESS<br>1220 N STREET | CITY<br>SACRAMENTO | STATE<br>CA | ZIP<br>95814 |
| PRINTED NAME OF PERSON SIGNING<br>MONICA AGUIRRE | TITLE<br>STAFF SERVICES MANAGER I | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) | | |

# 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: Robert Soltero | Name: Ruben Arroyo |
| Section/Unit: PHPPS/Pest Exclusion Branch | Section/Unit: County of Riverside |
| Address: 1220 N Street<br>Sacramento, CA 95814 | Address: P.O. Box 1089<br>Riverside, CA 92502 |
| Phone: (916) 654-0312 | Phone: (951) ~~955-3000~~ 955-3045 |
| Email: robert.soltero@cdfa.ca.gov | Email: ~~rarroyo@rivco.org~~ agdept@rivco.org |

3. See Exhibit A, Attachment 1 in Scope of Work and Appendixes A-F 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, 2020 - June 30, 2021

The county agrees to perform County High Risk 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 contract is inclusive of the county's contract to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, 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**
   iv. **Additional Pathways**

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

c. **Circumstantial Notification**

**SECTION 2: NON-PERSONNEL**

a. **Supplies/Equipment**

b. **Vehicle/Mileage**

**SECTION 3: REPORTING/INVOICING**

a. **Monthly Activity Report (Report 4a)**

b. **Invoicing/Reimbursement**

i. **Allowable Costs**
ii. **Monthly Activity Report Required for Reimbursement**
iii. **Hourly Rate(s) on Invoices**
iv. **Personnel on Invoice Must Match Work Plan**
v. **Documentation**
vi. **Submission of Monthly Invoice**

SECTION 1: PERSONNEL ACTIVITIES

a. **Pest Exclusion Inspections**
The county agrees to perform pest exclusion inspection activities for the pathways listed below (i-iv) 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 contract 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**)
iv. **Additional Pathways** (detailed in **Appendix E**)

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 must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The county must complete an electronic copy of CDFA'sPDR on the CDFA Extranet (http://phpps.cdfa.ca.gov/user/frmLogon2.asp).
A hard copy of the PDR must accompany the samples to the PPDC.

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

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

c. **Circumstantial Notification**
The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

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

ii. County must use the USDA/SITC Referral Form (SO-155) report interceptions that involve significant federal quarantine violations

associated with citrus and/or federally actionable pest situations involving foreign origin material available at http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/S0-155USDASITCFORM.pdf.

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

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 must 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 High Risk 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 Robert Soltero at Robert.Soltero@cdfa.ca.gov or by calling (916) 654-0312.

b. **Invoicing/Reimbursement**
The county must submit monthly an itemized invoice using the provided template (**Appendix F**), on county letterhead, and submit to the CDFA no later than 30 days after the end of the coinciding reporting period. Incomplete or incorrectly filled out invoices will no longer be accepted and returned to county for corrections prior to processing.

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 High Risk 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 must be in funded pathways before invoices will be submitted for reimbursement.

iii. **Hourly Rate(s) on Invoices**
Invoices must 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. County may select to subcontract with Cooperative Agricultural Staff Services (CASS) to conduct work outlined in this "Scope of Work".

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

vi. **Submission of Monthly Invoice**
Send County High Risk Pest Exclusion Program monthly invoice via email to Jessica Snow (Jessica.Snow@cdfa.ca.gov). Questions about invoicing/reimbursement can be directed to Robert Soltero (Robert.Soltero@cdfa.ca.gov) via email or by calling (916) 654-0312.

**County High Risk Pest Exclusion Program**
**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 Terminals Inspection Guidelines

Appendix E.....Additional Pathways Guidelines

Appendix F.....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.

Appendix A

**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 anything 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:

A. **Air Freight:** Air cargo shipments of plant material inspected at an airport facility.

B. **Air Freight Forwarded:** Any shipment that entered the state via air freight and was forwarded to the destination county under a warning hold notice (blue tag), by compliance agreement authorization, 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 Food and Agricultural Codes 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 and/or 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 site.

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

Appendix B

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:

A. **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:

1. Reviewing invoices and warning hold notices for content origin/destination.
2. Checking shipping documents for quarantine compliance.
3. Rejecting shipments 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 and/or 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.

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:

A. **Parcel Terminals**: 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.
10. Parcel Call Center activities, including counties interacting with the parcel call center for inspection consent on USPS packages.

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 E

## INSPECTION GUIDELINES FOR ADDITIONAL PATHWAYS

The county will perform pest exclusion activities approved by the CDFA as described below for additional pathways.

Definitions:

**Additional Pathways**:

A. Beehives – inspections of beehives that do not include Bee Safe Program activities
B. Facilities and Properties – inspections of recreation vehicle (RV) parks and other recreational properties/facilities
C. Grain – inspections of grain and storage facilities as described in CCR 3556, and inspections of mills/storage facilities inspections of grain that may host high risk pests
D. Gypsy Moth - inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the Federal Domestic Gypsy Moth Quarantine
E. Hay 008 – inspections of hay shipments that arrive under warning hold notice (008)
F. Other Parcel – inspections conducted at Amazon, CA Overnight, DHL, FedEx Ground, GLS/GSO, or OnTrac
G. Post Entry – inspection of facilities and growing grounds receiving post entry quarantine material to ensure compliance with importing requirements
H. Roadside Vendors – inspections of independent vendors selling agricultural products by or near public roads
I. Seed 008 – inspections of seed shipments that arrive under warning hold notice (008)
J. Special Survey – Survey of quarantine pests detected in interstate and international transit, as approved by CDFA
K. Specialty Warehouse/Markets – inspections conducted at warehouses/markets that cater towards a given community
L. Swapmeets/Flea Markets – inspections conducted at multiple independent vendors at one location
M. Truck – inspections of plant shipments not from Florida, Hawaii, or southern states*

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

1. Reviewing invoices for content origin/destination.
2. Checking agricultural products, shipments, material, or means of conveyance for quarantine compliance.
3. Rejecting agricultural products, shipments, or material that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).

Appendix E

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 and pest risk associated with the type(s) of plant material).
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 and/or 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 site.

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.

**(County Letterhead)**

Appendix F

**California Department of Food and Agriculture**
Plant Health and Pest Prevention Services
Email: Jack Brown
John.brown@cdfa.ca.gov

**County High Risk Pest Exclusion Program**
Contract #

Budget Display FY 2020/2021

Invoice for Period from 07/01/2020 to 06/30/2021

**Personnel Services**

| Employee and Classification | Total Hours | Hourly Rate | 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 |
| Total Hours | 0.00 | Total Salaries | 0.00 |

| | |
|---|---|
| Total Personnel Services | 0.00 |
| Indirect (up to 25% of Personnel Services) | 0.00 |
| **Grand 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.

   B. 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.

   C. 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.

   D. 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-reimbursements.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.

High Risk Pest Exclusion Program
Prorated County Work Plan
FY 2020/2021
July 1, 2020 through June 30, 2021

County: Riverside
Agreement Manager:

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

| | # of Facilities Requiring Activities | Estimated Visits/Year/Facility | Estimated Hours/Visit | Total Estimated Hours/Year | Cost per Pathway | |
|---|---|---|---|---|---|---|
| Parcel | 8 | 280 | 1 | 2,240.00 | $ 145,491.84 | |
| Air Freight | 1 | 131 | 1 | 131.00 | $ 8,508.67 | |
| Nursery Stock | 2 | 120 | 1 | 240.00 | $ 15,588.41 | |
| Additional Pathways | 4 | 40 | 1 | 160.00 | $ 10,392.27 | |
| | | | Total Hours: | 2,771.00 | $ 179,981.19 | :Estimated Cost |
| | | | Estimated Annual Cost: | $179,981.20 | 64.95171418 | :Total Cost per Hour |

**High Risk Pest Exclusion Program**
**Prorated County Personnel Cost Worksheet**
**FY 2020/2021**
**July 1, 2020 through June 30, 2021**

**County: Riverside**

| Title | Hourly Wage | Hourly Benefit Amount | Total Hourly Rate | Estimated Hours to be Worked | Total Cost |
|---|---|---|---|---|---|
| Agriculture and Standard Investgator I-IV | $35.09 | $16.49 | $51.58 | 2469 | $127,351.02 |
| Supervsiing Agriculture and Standards Investigator | $40.05 | $18.82 | $58.87 | 62 | $3,649.94 |
| Deputy Agricultural Commissioner | $50.00 | $23.50 | $73.50 | 120 | $8,820.00 |
| Office Assistant | $23.61 | $11.09 | $34.70 | 120 | $4,164.00 |
| Title 5 | $0.00 | $0.00 | $0.00 | 0 | $0.00 |
| | | | **Total Hours/Cost:** | 2771 | $143,984.96 |
| | | | **Insert Overhead Cost Percentage:** | | 25% |

**Estimated Annual Cost:** $179,981.20

# EXHIBIT D
## (County Agreement)

## SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**
The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**
In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

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

4. **Potential Subcontractors**
If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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.

**DISPUTES**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA or the designated representative and the Contractor for joint resolution.

**INSURANCE REQUIREMENTS**

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. **General Provisions Applying to All Policies**

   a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

   b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

d. Primary clause – Any required insurance contained in this contract shall be primary and not excess or contributory to any other insurance carried by the State.

e. Insurance Carrier Required Rating – All insurance 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 insureds 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**

A. **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. 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.

**The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. The waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

B. **Self-Insurance**
In lieu of maintaining commercial insurance coverage, Contractor may adopt alternative risk management programs, which the State of California determines to be reasonable and which shall not have a material adverse impact on reimbursement from thirty-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, or to establish to participate in other alternative risk management programs.

i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
ii. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
iii. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.

**QUALIFICATIONS**

The prospective contractor must have the experience, qualifications and resources to perform the work required by this agreement.

**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.

**REPORTS**

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

**CONFIDENTIALITY AND PUBLIC RECORDS**

Contractor 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, commencing with

Government Code, Section 6250, or Public Contract Code. The CDFA agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

**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.

**AMERICAN DISABILITIES ACT**

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**NATIONAL LABOR RELATIONS CERTIFICATION**

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

CCC 04/2017

## 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.

| *Contractor/Bidder Firm Name (Printed)* | *Federal ID Number* |
|---|---|
| *By (Authorized Signature)* V. M. P. | |
| *Printed Name and Title of Person Signing* V. MANUEL PEREZ CHAIRMAN, BOARD OF SUPERVISORS | |
| *Date Executed* October 27, 2020 | *Executed in the County of* |

ATTEST: KECIA R. HARPER, Clerk By Priscilla Yasso DEPUTY

### 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 11102) (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:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74 (Revised 01/10 for State Agencies)

# Postconsumer-Content Certification

| To be completed by the State agency | |
|---|---|
| State Agency: | |
| Purchasing Agent: | PO #: |
| Phone: | E-mail: |

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

**Contractor/Company Name**_____

**Address**_____ **Phone**_____

| Purchase Order #<br>RFQ #<br>RFP #<br>IFB #<br>Cal Card Order # | Item # | Product or Services Description | [1]Percent Postconsumer Recycled-Content Material | [2]SABRC Product Category Code | Meets SABRC |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name Signature **Title** Date

**(See footnotes on the back of this page.)**

**FOOTNOTES:**

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (l))

| Code | Product Categories | Product Examples<br>*Examples are inclusive but are not limited to the individual product.* | Minimum Postconsumer Content Requirement |
|---|---|---|---|
| 1 | Paper Products | Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling. | 30 percent by fiber weight postconsumer fiber. |
| 2 | Printing and Writing Papers | Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications. | 30 percent by fiber weight postconsumer fiber. |
| 3 | Mulch, Compost, and Co-compost Products | Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials. | 80 percent recovered material that would otherwise be normally disposed of in a landfill. |
| 4 | Glass Products | Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers. | 10 percent postconsumer, by weight. |
| 5 | Lubricating Oils | Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine. | 70 percent re-refined base oil. |
| 6a | Plastic Products | Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays. | 10 percent postconsumer, by weight. |
| 6b | Printer or Duplication Cartridges | | a. Have 10 percent postconsumer material, or<br>b. Are purchased as remanufactured, or<br>c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156. |
| 7 | Paint | Water-based paint, graffiti abatement, interior and exterior, and maintenance. | 50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted). |
| 8 | Antifreeze | Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance. | 70 percent postconsumer material. |
| 9 | Tires | Truck and bus tires, and those used on fleet vehicles and passenger cars. | Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400). |
| 10 | Tire- Derived Products | Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts. | 50 percent recycled used tires. |
| 11 | Metal | Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws. | 10 percent postconsumer material, by weight. |
| For additional information, please visit www.calrecycle.ca.gov/BuyRecycled/StateAgency/ | | | |

**From:** COB
**Sent:** Monday, October 26, 2020 4:27 PM
**To:** George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>
**Cc:** Diederichs, Brenda <BDiederichs@RIVCO.ORG>; Arroyo, Ruben <ruarroyo@rivco.org>; COB-Agenda (COB-Agenda@rivco.org) <COB-Agenda@rivco.org>
**Subject:** October 27 2020 Items 3.3 (Pest Exclusion) and 3.13 (HR/PSA MOU) Public Request to Speak (Avalon Edwards)

Good afternoon,

Just a heads-up that we have a COB website Request to Speak on October 27, 2020 Agenda Item Nos 3.3 and 3.13.

This will be kept with Agenda back-up.

Thank you kindly,

Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1060 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org
website: http://rivcocob.org/
https://www.facebook.com/RivCoCOB/

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**From:** cob@rivco.org <cob@rivco.org>
**Sent:** Monday, October 26, 2020 10:14 AM
**To:** COB <COB@RIVCO.ORG>
**Subject:** Board comments web submission

| | |
|---|---|
| First Name: | Avalon |
| Last Name: | Edwards |
| Phone: | 6506448818 |
| Agenda Item # or Public Comment: | 3.3 and 3.13 |
| State your position below: | Oppose |

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201020. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.**

10/27/20 3.3 o