

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: AGRICULTURAL COMMISSIONER

BOARD AGENDA # *B-1

Urgent _____ Routine XX

AGENDA DATE November 20, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT:

APPROVAL OF FISCAL YEAR 2001/02 CONTRACTS WITH THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

STAFF
RECOMMEN-
DATIONS:

APPROVE AND AUTHORIZE THE CHAIR TO SIGN THE FOLLOWING
FISCAL YEAR 2001/02 CONTRACTS:

- A. NURSERY
- B. ORGANIC
- C. NEMATODE

FISCAL
IMPACT:

The following contracts reimburse the County for the expenses of these programs:

A.	Nursery	\$	10,495
B.	Organic		3,903
C.	Nematode		3,000

BOARD ACTION AS FOLLOWS:

No. 2001-877

On motion of Supervisor Caruso, Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk By: Deputy

File No.

DISCUSSION: A. Nursery

(California Department of Food and Agriculture)

The Agricultural Commissioner has performed nursery inspections for over a half century. Prevention of the spread of damaging plant pests has been the responsibility of the Agricultural Commissioner since the 1800's. The nursery, if infested, is a vehicle for the rapid spread of pests since shipments of plants are distributed over a wide geographical area for planting.

Stanislaus County is one of the leading counties in the state in both commercial plantings of fruit and nut trees and producer nurseries of such trees. Nursery inspections are thus extremely important to the economic health of the county's agriculture.

In accordance with division 4 and 18 of the Food and Agricultural Code and Title 3 of the California Code of Regulations, the Agricultural Commissioner will perform inspections of nursery stock at all county producer locations and at county wholesale nursery locations. Inspections will ensure compliance with pest cleanliness standards. The contract amount is \$ 10,495.

B. Organic Program

(California Department of Food and Agriculture)

In order for a person to sell food represented as organic in California, they must be registered and comply with all mandates of AB2012, the California Organic Foods Act of 1990 and the 1991 Organic Bill, AB645. The organic producer must register with the agricultural commissioner in the county of their principal operation on forms made available by the state.

The California Department of Food and Agriculture will reimburse the County of Stanislaus for the cost of organic activities, i.e., Organic Registration, Organic Registration Renewal and Investigation of Complaints. Reimbursement is set at \$60 for each initial registration, \$15 for renewals, and \$70 each for spot inspections and samples taken.

In August of 1999, the Stanislaus County Board of Supervisors approved the Organic contract in the amount of \$2,403 for the Fiscal Years 1999/00 (\$726), Fiscal Year 00/01 (\$798) and Fiscal Year 01/02 (\$878). The current contract increases the total reimbursement amount by \$1,500 to a maximum amount of \$3,903. Total contract amount is \$ 3,903.

APPROVAL OF FISCAL YEAR 2001/02 CONTRACTS WITH THE CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

Page 3

DISCUSSION:
(Continued)

C. Nematode Control

(California Department of Food and Agriculture)

This contract facilitates a unified and cooperative program to address the nematode (a microscopic parasitic worm) control component required by the Food and Agricultural Code for nursery stock sold for farm planting. The Nematode Control program protects agricultural growers and the public from pests associated with nursery stock. The California Department of Food and Agriculture will reimburse Stanislaus County for activity associated with Nematode Control inspections at a rate of \$35 per hour for the supervision and documentation of soil treatments, and commodity or soil sampling. The total contract amount is \$3,000.

POLICY ISSUE:

Approval of these contracts will enable the Agricultural Commissioner's Office to oversee and enforce programs which protect the public as well as the agricultural industry and are consistent with the Board Priorities of a Safe and Healthy Community and Multi-Jurisdictional Cooperation.

STAFFING IMPACT:

No additional staff will be necessary.

STANDARD AGREEMENT
 STD. 213 (NEW 02/98)

A.
 NURSERY



AGREEMENT NUMBER
01-0352

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 DEPARTMENT OF FOOD AND AGRICULTURE
 CONTRACTOR'S NAME
 COUNTY OF STANISLAUS
2. The term of this Agreement is: JULY 1, 2001 THROUGH JUNE 30, 2002
3. The maximum amount of this Agreement is: \$ 10,495.21
 Ten Thousand Four Hundred Ninety-Five Dollars and Twenty-One Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2	Page(s)
Exhibit B – Budget Detail and Payment	1	Page(s)
* Exhibit C – General Terms and Conditions	GTC-201 Dated 2/20/01	
Exhibit D	1	Page(s)

*View at www.dgs.ca.gov/contracts

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
COUNTY OF STANISLAUS	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
PAT PAUL, CHAIR OF THE BOARD OF SUPERVISORS	
ADDRESS	
3800 Cornucopia Way, Suite B Modesto, CA 95355	
STATE OF CALIFORNIA	
AGENCY NAME	
DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) 	DATE SIGNED 12/4/01
PRINTED NAME AND TITLE OF PERSON SIGNING	
SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS	
1220 N STREET, ROOM 100 SACRAMENTO, CA 95814	
<input checked="" type="checkbox"/> Exempt per SAM 1215	

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

BY
 11801

B.
 ORGANIC

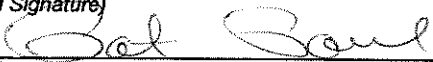

AGREEMENT NUMBER 99-0059	AMENDMENT NUMBER 1
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1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
 CONTRACTOR'S NAME
 County of Stanislaus
2. The term of this Agreement is: July 1, 1999 through June 30, 2002
3. The maximum amount of this Agreement is: \$ 3,903.06
 Three Thousand Nine Hundred Three Dollars and Six Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Due to the increased growth in the industry, under the Organic Program, this agreement is hereby increased by \$1,500.00 for a total not to exceed \$3,903.06.

All other terms and conditions shall remain the same.

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
County of Stanislaus	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11-20-01
PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR OF THE BOARD OF SUPERVISORS	
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95355	
STATE OF CALIFORNIA	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/4/01
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS 1220 N STREET, ROOM 100, SACRAMENTO, CA 95814	
<input checked="" type="checkbox"/> Exempt per DGS Letter 28.4	

APPROVED AS TO FORM
 STANISLAUS COUNTY COUNSEL
 BY  11/8/01

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Rev 1/01)

CONTRACT NUMBER	AM. NO.
01-0277	

C. NEMATODE

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number. **SUBMIT INVOICE IN TRIPLICATE TO:**

Ca Department of Food and Agriculture
 Pest Exclusion
 Attn. Donna Cunningham
 1220 N Street, Room A-372
 Sacramento, CA 95814

FOR STATE USE ONLY

STD 204: N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS

CCCs: N/A ON FILE ATTACHED CERTIFICATE NUMBER

DVBE % N/A GFE

Late Reason:

Public Works Contractor's License:

Exempt from bidding (Explain): PCC10335

1. The parties to this Agreement are: STATE AGENCY'S NAME, hereafter called the State. DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR'S NAME, hereafter called the Contractor. County of Stanislaus
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2. The Agreement term is from July 1, 2001 through June 30, 2002.

3. The maximum amount payable is \$ 3,000.00 pursuant to the following charges:

Wages/Labor \$	Parts/Supplies \$	Taxes \$	Other \$ <u>3,000.00</u> (Attach list, if applicable)
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4. Payment terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump Sum) MONTHLY QUARTERLY

ITEMIZED INVOICE OTHER:

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. ADDITIONAL PAGES ATTACHED

Under the direction of the County Department of Agriculture, the Commissioner agrees to perform soil treatment supervision, commodity treatment supervision, and commodity and/or soil sampling as required by the laws, regulations and procedures pertaining to the Nematode Control Program which are in effect at the time this agreement is duly executed, as well as those directing the program as it proceeds. The Commissioner agrees to furnish all equipment, supplies, and labor necessary to perform the prescribed work. The Commissioner shall provide an activity report on Nursery Stock Nematode Certification Report Form (64-086) to the Nursery Program monthly.

The laws and regulations pertaining to the Nematode Control Program are contained in Division 4 of the Food and Agricultural Code and Title 3 of the California Code of Regulations. The procedures are those contained in the Nursery Inspections Procedures Manual and Nursery Advisory letters. By this reference, all are made a part of this agreement.

Counties will be reimbursed for work performed at the rate of \$35.00 per hour or county rate, whichever is less, for the supervision and documentation of soil treatments, and commodity or soil sampling. Counties performing nematode sample processing will be reimbursed at the rate of \$20.00 per sample or county rate, whichever is less. Counties must obtain approval to process samples prior to commencing sample processing.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto)

GTC* SF No. 201 OR GIA* No. _____ *If not attached, view at www.dgs.ca.gov/contracts/.

In Witness Whereof, this Agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc) County of Stanislaus			
BY (AUTHORIZED SIGNATURE) <i>Sandi Conry</i>	Date Signed 12/4/01	BY (AUTHORIZED SIGNATURE) <i>Pat Paul</i>	Date Signed 11-20-01		
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY ACQUISITION MANAGER KS		PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR OF THE BOARD OF SUPERVISORS			
ADDRESS 1220 N STREET, ROOM 100 SACRAMENTO, CA 95814		ADDRESS Stanislaus County Agricultural Commissioner 3800 Cornucopia Way, Suite B Modesto, CA 95358			

FUND TITLE 20.40.40 - General	ITEM 8570-001-0001	FISCAL YEAR 01/02	CHAPTER 106	STATUTE 2001	OBJECT CODE 56950
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

APPROVED AS TO FORM

Signature of Accounting Officer: *Maureen Sullivan* Date Signed: 9/17/01

STANISLAUS COUNTY COUNSEL

BY *Lucas S. Jones* 11-20-01

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

For County Departments of Agriculture to perform nursery inspections and enforcement activities for the CDFA within the county.

Nursery Inspection is part of the Department's pest prevention program and is necessary to ensure nursery stock being sold meets pest cleanliness standards. County Agricultural Commissioners are required by Section 3060.1 California Code of Regulations to inspect nursery stock as often as is required to assure compliance with pest cleanliness.

SEE ATTACHMENT 1 – SCOPE OF WORK

2. The services are to be performed in Stanislaus County.
3. The contract managers for this Agreement are:

FOR CDFA:	FOR CONTRACTOR: Stanislaus County
Name: Donna Cunningham	Name: Donald O Cripe
Section/Unit: PHPPS/PE	Section/Unit: County Agricultural Commissioner
Address: 1220 N Street, Room A-392	Address: 3800 Cornucopia Way, Suite B
City/Zip: Sacramento, CA 95814	City/Zip: Modesto, CA 95355
Phone: (916) 654-0435	Phone: (209) 525-4730
Email Address:	Email Address:

**EXHIBIT A
SCOPE OF WORK**

Contractor agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Contractor shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff.) Contractor to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program". Contractor shall respond to complaints against retail nursery establishments.

The total amount payable under this Agreement shall not exceed \$10,495.21 based on 961.1 reimbursable acres as reported by the Contractor. Contractor shall be paid on a per acre basis for inspection and enforcement activities at a rate of \$10.92 per reimbursable acre. [Contract acres = "Type 1" acres plus (1/4 x "Type 2" acres).]

Contractor shall be paid \$50.00 for each new license secured by the Contractor and \$50.00 for each renewed forfeited (delinquent) license secured by the Contractor. In addition, Contractor shall be paid a current hourly staff rate, not to exceed \$35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Program.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice. Contractor shall submit an itemized invoice, each quarter, in arrears, in triplicate, referencing Contract Number 01-0352 and sent to:

Department of Food and Agriculture
Pest Exclusion Branch
Attention: Donna Cunningham
1220 N Street, Room A-372
Sacramento, CA 95814

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services, if required.

**EXHIBIT B
(Standard 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 for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to the designated CDFR Contract Manager for this Agreement.

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.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS, GTC-201

PLEASE NOTE: This page is not included with the final agreement. The General Terms and Conditions are included in this agreement by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

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

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the agreement amount is over \$5,000.

4. **Agency Liability**

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

5. **Potential Subcontractors**

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

6. **Right To Terminate**

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