



CALIFORNIA DEPARTMENT OF  
FOOD & AGRICULTURE

Karen Ross, Secretary

August 10, 2012

County of Santa Barbara  
ATTN: Guy Tingos  
263 Camino del Remedio  
Santa Barbara, CA 93110

Program: High-Risk Pest Exclusion  
Agreement Number: 12-0093

In regard to the enclosed Standard Agreement, please complete the following item(s) and return to the **California Department of Food and Agriculture, Contracts Office, 1220 N Street, Room 115, Sacramento, CA 95814** within 15 business days of the date of this letter. Failure to comply may result in delayed payment. If you cannot return the documents within the 15 business days, please contact the analyst named below to inform her of when you will return the contract.

This Agreement cannot be considered binding on either party until fully executed and approved by the Department of General Services, when required. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. If you have any questions regarding this Agreement, please contact the analyst identified below.

Standard Agreement (STD 213) with attached exhibits. Please have the person within your organization, who has full authority to commit to all of the contents of this agreement, review and sign the first page and additional single page of the Standard Agreement package. **Return ALL originals** to this office. Once the contract is finalized (see above paragraph), the agreement is considered fully executed and an original will be mailed to you.

Contractor Certification Clauses (CCC - 307). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in this office and must be renewed with every contract and as changes occur. Please sign and return the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

A copy of the resolution, order or motion authorizing execution of this Agreement must be included.

A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California and which also includes the **State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the contract.**

Initial all changes on the enclosed Agreement and return the same for further processing.

Other:

Sincerely,

Donna Weber, (916) 403-6521  
Contracts Office  
Administrative Services



AGREEMENT NUMBER <b>12-0093</b>
REGISTRATION NUMBER

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 SANTA BARBARA**

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: \$79,656.28  
 Seventy-nine Thousand Six Hundred Fifty-six Dollars and Twenty-eight Cents

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

Exhibit A – Scope of Work	1 Page(s)
Attachment 1	3 Page(s)
Attachment 2	7 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	2 Page(s)
Exhibit C – General Terms and Conditions – GTC 610	3 Pages
Exhibit D – Special Terms and Conditions	1 Page(s)
Exhibit E – Additional Provisions	3 Page(s)

5. Name of Program: High Risk Pest Exclusion Activities

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF SANTA BARBARA</b>		
BY (Authorized Signature)	DATE SIGNED)	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
263 Camino Del Remedio, Santa Barbara, CA 93110		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>DEPARTMENT OF FOOD AND AGRICULTURE</b>		
BY (Authorized Signature)	DATE SIGNED	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS		
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		
		<input type="checkbox"/> Exempt per:

AGREEMENT NUMBER <b>12-0093</b>
REGISTRATION NUMBER

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**DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME

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<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF SANTA BARBARA</b>		
BY (Authorized Signature)	DATE SIGNED)	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
263 Camino Del Remedio, Santa Barbara, CA 93110		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>DEPARTMENT OF FOOD AND AGRICULTURE</b>		
BY (Authorized Signature)	DATE SIGNED	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS		
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per:

**EXHIBIT A  
(County Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein:

The contractor shall perform pest exclusion inspection and enforcement activities at air freight and parcel terminals for the California Department of Food and Agriculture's, Pest Exclusion Branch.

2. The program contract managers for this Agreement are:

<b>FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:</b>	<b>FOR CONTRACTOR:</b>
Name: Amber Morris	Name: Guy Tingos
Section/Unit: Pest Exclusion Branch	Section/Unit: Agricultural Commissioner's Office
Address: 1220 N Street, Room 325	Address: 263 Camino Del Remedio
City/Zip: Sacramento, CA 95814	City/Zip: Santa Barbara, CA 93110
Phone: 916-654-0312	Phone: 805-681-5600
Email: amber.morris@cdfa.ca.gov	Email: gtingos@co.santa-barbara.ca.us

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

**SCOPE OF WORK**  
**County Pest Exclusion Program**  
**July 1, 2012 - June 30, 2013**

Agreement No. 12-0093  
Exhibit A  
Attachment 1  
Page 1 of 3

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

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

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

**Key actions to be conducted under this contract include:**

**SECTION 1: PERSONNEL ACTIVITIES**

- a. Pest Exclusion Inspections
  - i. Air Freight/Air Freight Forwarded
  - ii. Nursery Stock
  - iii. Parcel Terminals
- b. Data Entry/Sample Submission
  - i. PDR
  - ii. PEIM

**SECTION 2: NON-PERSONNEL**

- a. Supplies/Equipment
- b. Vehicle/Mileage

**SECTION 3: REPORTING/INVOICING**

- a. Monthly Activity Report (Report 4a)
- b. Invoicing Reimbursement

## SECTION 1: PERSONNEL ACTIVITIES

### a. Pest Exclusion Inspections

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

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

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

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

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

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

### b. Data Entry/Sample Submission

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

#### i. Pest and Damage Record (PDR)

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

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

#### ii. Pest Exclusion Information Management (PEIM)

The County shall complete a Notice of Rejection (NOR) using the Pest Exclusion Information Management (PEIM) database available on the CDFA Extranet (<http://phpps.cdfa.ca.gov/user/frmLogon2.asp>). The "High Risk" program box must be checked on all NORs. All electronic NOR files must be transferred to CDFA through the PEIM file transfer protocol no later than the fifth day of the month following when the activities took place.

## SECTION 2: NON-PERSONNEL

### b. Supplies/Equipment

Supplies and Equipment are not reimbursable under this contract.

### c. Vehicle/Mileage

Vehicle costs and mileage are not reimbursable under this contract.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

Agreement No. 12-0093  
Exhibit A  
Attachment 1  
Page 3 of 3

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

The County will utilize the online County Monthly Reporting system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly activity report for the County Pest Exclusion Program. Monthly activity reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Wendi Wilkinson at [wendi.wilkinson@cdfa.ca.gov](mailto:wendi.wilkinson@cdfa.ca.gov) or by calling (916) 654-0312.

b. **Invoicing/Reimbursement**

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

i. **Allowable Costs**

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

ii. **Monthly Activity Report Required for Reimbursement**

Invoices will not be submitted for reimbursement until submission of the "Online Monthly Activity Report" for the invoicing period has been entered by the county and verified by CDFA (see Section 3a. Monthly Activity Report above).

iii. **Hourly Rate(s) on Invoices**

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

iv. **Personnel on Invoice Must Match Work Plan**

Invoices must reflect work performed by individuals or classifications listed on the work plan. Invoices containing charges for non-listed personnel or classifications will be accepted as long as the total for the charge does not exceed 10 percent of the total agreement.

v. **Documentation**

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

vi. **Submission of Monthly Invoice**

Send County Pest Exclusion Program monthly invoice to:

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

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

**County Pest Exclusion Program**  
**Scope of Work**  
**Appendix Index**

Agreement No. 12-0093  
Exhibit A  
Attachment 2  
Page 1 of 7

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

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

Appendix C.....Nursery Stock Inspection Guidelines

Appendix D.....Parcel Terminal Inspection Guidelines

Appendix E.....Monthly Invoice Template



**FOOD AND AGRICULTURAL CODE  
SECTION 2282.5**

- (a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.
- (b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars (\$5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:
- (1) The number of high-risk plant shipments entering each county.
  - (2) The number of high-risk entry points in each county.
  - (3) The number of state action quarantine pests intercepted or detected annually in each county.
  - (4) The work hours expended by each county in conducting exclusion of high-risk pests.
  - (5) The rate of interceptions and rejections per inspection activity.
- (c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.
- (d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

**FOOD AND AGRICULTURAL CODE  
SECTION 6303.**

- (a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.
- (b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.
- (c) Diversion of a shipment as described in subdivision (b) is unlawful.

- (d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

**FOOD AND AGRICULTURAL CODE**  
**SECTION 6401.**

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

- (a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.
- (b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

**FOOD AND AGRICULTURAL CODE**  
**SECTION 6403.**

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

**INSPECTION GUIDELINES FOR  
AIR FREIGHT/AIR FREIGHT FORWARDED**

Agreement No. 12-0093  
Exhibit A  
Attachment 2  
Page 4 of 7

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

**Definitions:**

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

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

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

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

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

**INSPECTION GUIDELINES FOR  
NURSERY STOCK**

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

**Definitions:**

- **Nursery stock:** Nursery stock shipments that arrive under quarantine 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 008 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.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
8. Sealed shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
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/or Federal Domestic Quarantine 7 CFR 301.81-Imported Fire Ant.

**INSPECTION GUIDELINES FOR  
PARCEL TERMINALS**Agreement No. 12-0093  
Exhibit A  
Attachment 2  
Page 6 of 7

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

**Definitions:**

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

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

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

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

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



**EXHIBIT B**  
**(County Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

**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.

Personnel Cost Worksheet						
County High Risk Pest Exclusion						
FY 2012/2013						
July 1, 2012 through June 30, 2013						
County: Santa Barbara						
Date: July 5, 2012						
Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost	
Ag Biologist II	\$28.60	\$28.60	\$57.20	316.75	\$18,118.10	
Ag Biologist III	\$31.60	\$29.55	\$61.15	635.66	\$38,870.61	
Supervising Ag Biologist	\$36.69	\$25.32	\$62.01	27.17	\$1,684.81	
Deputy Commissioner	\$43.42	\$35.28	\$78.70	27.17	\$2,138.28	
Entomologist/Plant Pathologist	\$38.57	\$32.92	\$71.49	40.75	\$2,913.22	
			Total Hours/Cost	1047.5	\$63,725.02	
			Insert overhead percentage (do not exceed 25%)			25%
			Estimated Annual Cost		\$79,656.28	

Overhead = \$15,931.26



e



Workplan for County High-Risk Pest Exclusion  
 FY 2012/2013  
 July 1, 2012 through June 30, 2013



County: Santa Barbara \_\_\_\_\_

Date: 07/05/12 \_\_\_\_\_

	Total Estimated Hours/Year
<b>Parcel Inspection</b>	
Federal Express	337.94
UPS	225.32
<b>Air Freight</b>	
Air Freight	0
Air Freight-Forwarded	257.32
<b>Nursery Stock Inspection</b>	
Florida/Souther States (008)	153.72
Hawaii (008)	73.2
<b>Total Hours:</b>	<b>1047.5</b>

Estimated Annual Cost	
<b>Total Cost:</b>	<b>579,656.28</b>

cc

**EXHIBIT C  
(County Agreement)**

**GENERAL TERMS AND CONDITIONS GTC 610**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**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.

5. **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. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantial damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by a state agency directly impacting the Contractors ability to perform.

## EXHIBIT E

### ADDITIONAL PROVISIONS

#### **SUBCONTRACTORS**

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

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

**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 companies must carry an AM Best rating of at least "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 obligations under the contract.
- h. **Use of Subcontractors** - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

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

## **2. Contract Insurance Requirements**

### **Prime Contractor Insurance Requirements**

Contractor shall display evidence of the following on an Acord certificate of insurance or documentation of self insurance on county letterhead evidencing the following coverages:

- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & 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 limit of 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 the contract.**
- b. Automobile Liability – Contractor shall maintain business 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. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer’s liability limits of \$1,000,000 are required.
- d. Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Environmental/Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:
  - The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent.

### **Sub-Contractor Insurance Requirements**

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

Commercial General Liability – Sub-Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability

assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Sub-Contractor's limit of 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 the contract.**

Automobile Liability – Sub-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. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

Workers' Compensation Insurance – The Sub-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 Sub-Contractor is self-insured for workers compensation, a certificate must be presented evidencing Sub-Contractor is a qualified self insurer in the State of California. By signing this Agreement, the Sub-Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Sub-Contractor is defined as independent contractors, this clause does not apply.

Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Environmental/Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:

- The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent.