STANDARD A	RNIA - DEPARTMENT OF GENERAL SERVICES	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER	(if applicable)
STD 213 (Rev. 10/201		19-0077		,
1. This Agreeme	nt is entered into between the Contracting	Agency and the Contractor named	d below:	
CONTRACTING AGEN	NCY NAME PARTMENT OF FOOD AND AGRICULTURE			
CONTRACTOR NAME				
2. The term of thi	is Agreement is:			
START DATE JULY 1, 2019				
THROUGH END DATE JUNE 30, 2020				
	amount of this Agreement is: UR HUNDRED THIRTY-SIX THOUSAND FIVE	HUNDRED FIFTY-TWO DOLLARS A	ND NO CENTS	
4. The parties agr Agreement.	ree to comply with the terms and condition	s of the following exhibits, which a	are by this reference made a part	of the
EXHIBITS		TITLE		PAGES
Exhibit A	Scope of Work			1
Exhibit A	Attachment 1			4
Exhibit A	Appendixes A - F			8
Exhibit B	Budget Detail and Payment Provisions			1
Exhibit B	Attachment 1	,		2
Exhibit C *	General Terms and Conditions - GTC 4/2017			0
Exhibit D	Special Terms and Conditions	3		1
Exhibit E Additional Provisions			4	
	an asterisk (*), are hereby incorporated by refere an be viewed at www.dgs.ca.gov/ols/resource:		nt as if attached hereto.	
IN WITNESS WHERE	EOF, THIS AGREEMENT HAS BEEN EXECUTED BY			
CONTRACTOR MANAGE	(if other than an individual, state whether a corporation	CONTRACTOR		
COUNTY OF SANT		n, partnership, etc.)		
CONTRACTOR BUSINE		CITY SANTA	STATE BARBARA CA	ZIP 93110
PRINTED NAME OF PE		TITLE	LOCKILISON	
CONTRACTOR AUTHO	7. 0 700	DATE SIGN	ipervisor 10–19	
Steve	Lauggrino	TE OF CALIFORNIA	7079	
CONTRACTING AGENC	<u> </u>			
CONTRACTING AGENCE		CITY SACRAN	MENTO CA	ZIP 95814
PRINTED NAME OF PERCEYSTAL MYERS	RSON SIGNING	TITLE OGA BR	ANCH CHIEF	
	Y AUTHORIZED SIGNATURE	DATE SIGN	NFD	

STANDARD AGREEMENT STD 213 (Rev. 10/2018)	AGREEMENT NUMBER 19-0077	PURCHASING AUTHORITY NUMBER (if applicable)
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEM	IPTION, 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: Lottie Martin
Section/Unit: PHPPS/Pest Exclusion Branch	Section/Unit: County of Santa Barbara
Address: 1220 N Street Sacramento, CA 95814	Address: 263 Camino del Remedio Santa Barbara, CA 93110
Phone: (916) 654-0312	Phone: (805) 681-5600
Email: robert.soltero@cdfa.ca.gov	Email: Immartin@co.santa-barbara.ca.us

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

Department of Food and Agriculture Agreement Number 19-0077 Exhibit A Attachment 1 Page 1 of 4

#### **SCOPE OF WORK**

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

July 1, 2019 - June 30, 2020

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:

- 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. PĎR
  - ii. PEIM

#### **SECTION 2: NON-PERSONNEL**

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

#### **SECTION 3: REPORTING/INVOICING**

- a. Monthly Activity Report (Report 4a)
- b. Invoicina Reimbursement
  - i. Allowable Costs
  - ii. Monthly Activity Reporting 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 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)
- 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's PDR on the CDFA Extranet, <a href="http://phpps.cdfa.ca.gov/user/frmLogon2.asp">http://phpps.cdfa.ca.gov/user/frmLogon2.asp</a>. 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 (<a href="http://phpps.cdfa.ca.gov/user/frmLogon2.asp">http://phpps.cdfa.ca.gov/user/frmLogon2.asp</a>). 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:

- County must 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 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 (<a href="https://secure.cdfa.ca.gov/egov/crs/login.aspx">https://secure.cdfa.ca.gov/egov/crs/login.aspx</a>) 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 <a href="mailto:Robert-Soltero@cdfa.ca.gov">Robert-Soltero@cdfa.ca.gov</a> 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 (<u>Jessica.Snow@cdfa.ca.gov</u>). Questions about invoicing/reimbursement can be directed to Robert Soltero (<u>Robert.Soltero@cdfa.ca.gov</u>) via email or by calling (916) 654-0312.

Department of Food and Agriculture Agreement Number 19-0077 Exhibit A Attachment 1 Page 4 of 4

## 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.

## 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:

- 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).
- 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.
- 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).
- 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.

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:

 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 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).
- 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.

<sup>\*</sup>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:

 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.
- 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 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.

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:

- 1. Beehives inspections of beehives that do not include Bee Safe Program activities
- 2. Facilities and Properties inspections of recreation vehicle (RV) parks and other recreational properties/facilities
- 3. 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
- 4. Gypsy Moth inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the Federal Domestic Gypsy Moth Quarantine
- Hay 008 inspections of hay shipments that arrive under warning hold notice (008)
- 6. Other Parcel inspections conducted at CA Overnight, DHL, FedEx Ground, or OnTrac
- 7. Post Entry inspection of facilities and growing grounds receiving post entry quarantine material to ensure compliance with importing requirements
- Roadside Vendors inspections of independent vendors selling agricultural products by or near public roads
- Seed 008 inspections of seed shipments that arrive under warning hold notice (008)
- 10. Specialty Warehouse/Markets inspections conducted at warehouses/markets that cater towards a given community
- 11. Swap meets inspections conducted at multiple independent vendors at one location
- 12. 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).
- 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.
- Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

Department of Food and Agriculture Agreement Number 19-0077 Page 2 of 2

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 Jessica Snow

Jessica Snow@cdfa.ca.gov

#### County High Risk Pest Exclusion Program

Contract #19-0077

Budget Display FY 2019/2020
Invoice for Period from 07/01/2019 to 06/30/2020

#### **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 Po	ersonnel Services	0.00
Indire	ect (up to 25% of Pe	rsonnel Services)	0.00
		Grand Total:	0.00

Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

#### **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 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.
- 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 by the California Department of Human Resources <a href="https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx">www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx</a>.

#### 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.

Agreement No. 19-0077
Exhibit 3
Attachment 1
Page | of 2

High Risk Pest Exclusion Program Prorated County Work Plan FY 2019/2020 July 1, 2019 through June 30, 2020

County: Santa Barbara Agreement Manager: Lottie Martin

5,063.75	Total Hours:			
1,408.00		32	<b>4</b>	Additional Pathways
346.50	1.75	6	22	Nursery Stock
210.00	1.75	10	12	Air Freignt
3,099.25	1.75	253	7	Parcel
Total Estimated Hours/Year	Estimated Hours∕Visit	Estimated Visits/Year/Facility	# of Facilities Requiring Activities	

\$436,552.00

Estimated Annual Cost:

CALIFORNIA DEPARTMENT O	Total Estimate Hours/Year	3,099.2	210.(		
CAUFORNI FOOD & A	Estimated Hours/Visit	1.75	1.75	1.75	

Agreement No. 19-0077
Exhibit S
Attachment 1
Page 2 of 2

High Risk Pest Exclusion Program
Prorated County Work Plan
FY 2019/2020
July 1, 2019 through June 30, 2020

County: Santa Barbara

		Hourly Benefit		Estimated Hours to	
Title	Hourly Wage	Amount	Total Hourly Rate	be Worked	Total Cost
Ag Tech Extra Help	\$21.96	\$0.00	\$21.96	171.75	\$3 772
Agricultural Biologist I	\$30.57	\$27.31	\$57.88	929	\$39 127
Agricultural Biologist II	\$34.99	\$34.25	\$69.24	869	\$48 330
Agricultural Biologist III	\$38.35	\$35.20	\$73.55	747	\$54 942
Supervising Agricultural Biologist	\$44.07	\$35.20	\$79.27	200	\$15 854
Deputy Agricultural Commissioner	\$51.84	\$39.21	\$91.05	130	\$11.837
Compliance Coordinator	\$51.84	\$39.21	\$91.05	146	\$13.293
Agricultural IPM Specialist	\$46.17	\$37.62	\$83.79	350	\$29,377
Assistant Agricultural Commissioner	\$68.37	\$41.08	\$109.45	40	\$4.378
Agricultural/Weights & Measures Inspector (	\$33.35	\$34.25	\$67.60	675	\$45,670
Agricultural/Weights & Measures Inspector II	\$38.20	\$35.20	\$73.40	575	\$42,205
Agricultural/Weights & Measures Inspector III	\$41.91	\$37.62	\$79.53	655	\$52,092
			*Total Hours/Cost	5063.75	\$360,787
		sul	nsert overhead percentage (do not exceed 25%)	e (do not exceed 25%)	21%
				Estimated Indirect Cost	\$75,765
			_	Estimated Annual Cost	\$436,552

#### 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- Consultant Contracts Only

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

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.

#### **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.

#### **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. <u>Coverage Term</u> 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.** <u>Premiums, Assessments and Deductibles</u> Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- **d.** <u>Primary clause</u> 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. <u>Endorsements</u> 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.** <u>Inadequate Insurance</u> Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- h. <u>Use of Subcontractors</u> 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

#### **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.

**Sub-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.

#### **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 CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

#### 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.

#### 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.

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(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	Minimum Postconsumer Content Requirement
		Examples are inclusive but are not limited to the individual product.	
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		Have 10 percent postconsumer material, or     Are purchased as remanufactured, or     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.

#### **County Of Santa Barbara**

Mona Miyasato

County Executive Officer



Jeff Frapwell, Assistant CEO

Ray Aromatorio, Risk Manager

July 1, 2019

Re:

Evidence of General (inclusive of Auto/Professional) Insurance (07/01/19 – 06/30/20)

Evidence of MM Insurance (10/01/18 - 10/01/19)Evidence of Property Insurance (3/31/19 - 3/31/20)

To Whom It May Concern:

This letter is to certify the County of Santa Barbara is self-insured for any <u>General</u>, <u>Automobile and/or Professional</u> liability losses up to \$500,000 per occurrence. In addition, the County purchases Excess General Liability (inclusive of auto and professional liability coverages).

Other insurance coverages the County purchases, through the CSAC-Excess Insurance Authority, a joint power authority, are <u>Medical Malpractice</u> coverage with limits in excess of \$5,000,000; <u>Workers' Compensation</u> coverage (statutory limits) and <u>Property</u> insurance that provides coverage for its property and the property of others in the care, custody or control of the County.

Please accept this letter as evidence of insurance coverage. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Ray Aromatorio, Date: 2019.07.01 Risk Manager 10:16:03 -04'00' GL1-5056

CO

#### **CERTIFICATE OF COVERAGE**

06/26/2019

# **CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450
NEWPORT BEACH. CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

105 EAST ANAPAMU STREET, SUITE 102

SANTA BARBARA COUNTY

ATTN: RISK MANAGEMENT

SANTA BARBARA, CA 93101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

# COVERAGE AFFORDED COVERAGE AFFORDED B COVERAGE AFFORDED C COVERAGE AFFORDED D

#### Coverages

Member:

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
Α	X Excess General Liability	EIA 19 EL-20	07/01/2019	07/01/2020	\$5,000,000  Limits inclusive of the Member's Self-Insured Retention of \$500,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

#### Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY C/O SANTA BARBARA COUNTY ATTN: RISK MANAGEMENT 105 EAST ANAPAMU, SUITE 102 SANTA BARBARA, CA 93101

#### Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY

WC-2230

#### **CERTIFICATE OF COVERAGE**

06/24/2019

### **CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 **NEWPORT BEACH, CA 92658-6450** 

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

SANTA BARBARA COUNTY ATTN: RISK MANAGEMENT 105 EAST ANAPAMU STREET, SUITE 102 SANTA BARBARA, CA 93101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE

AFFORDED BY: A - See attached schedule of insurers

COVERAGE AFFORDED BY: B

**COVERAGE** AFFORDED BY: C

COVERAGE AFFORDED BY: D

#### Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

	OCCUPATION OF THE CONTRACT OF									
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS					
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000					
		i	1							

#### LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY C/O SANTA BARBARA COUNTY 105 EAST ANAPAMU ST, STE 102 SANTA BARBARA, CA 93101

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY

Michael Hein

MM2-174

#### **CERTIFICATE OF COVERAGE**

09/26/2018

# **CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC. P.O. BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE NO: 0C36861

MEMBER

SANTA BARBARA COUNTY ATTN: RISK MANAGEMENT 105 EAST ANAPAMU STREET, SUITE 102 SANTA BARBARA, CA 93101 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY

A CSAC Excess Insurance Authority

COVERAGE AFFORDED BY **B** 

COVERAGE AFFORDED BY

C

COVERAGE AFFORDED BY **D** 

#### Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE  MEMORANDUM NUMBER  COVERAGE EFFECTIVE DATE (MM/DD/YYYY)  DATE (MM/DD/YYYY)  LIABILITY LIMITS  LIABILITY LIMITS							
and Limited General Liability Claims Made  OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE  AGGREGATE: NOT APPLICABLE SUBJECT TO A \$10,000 DEDUCTIBLE PER MEDICAL EVENT, EVENT OR		TYPE OF COVERAGE					LIABILITY LIMITS
	A	and Limited General Liability	EIA 18 M2 CM 42	10/01/2018	10/01/2019	\$1,000,000	OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE  AGGREGATE: NOT APPLICABLE  SUBJECT TO A \$10,000 DEDUCTIBLE PER MEDICAL EVENT, EVENT OR

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS COVERAGE IS PROVIDED FOR ALL EMPLOYED OR CONTRACTED MEDICAL PROFESSIONAL(S) WHILE WORKING ON BEHALF OF THE COUNTY AND/OR AT COUNTY FACILITIES AS REQUIRED BY CONTRACT.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY C/O SANTA BARBARA COUNTY ATTN: RISK MANAGEMENT 105 EAST ANAPAMU STREET, SUITE 102 SANTA BARBARA, CA 93101 Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSAC EXCESS INSURANCE AUTHORITY

PROP-1787	EVII	DENCE OF F	PROPERTY COV	ERAG	E SE	03/27/2019		
AFFIRMATIVELY OR NEGATIVEL	Y AMEND, EXT	TEND OR ALTER THE COVI	CONFERS NO RIGHTS UPON THE ADI 'ERAGE AFFORDED BELOW. THIS EVI SENTATIVE OR PRODUCER, AND ADD	IDENCE OF	ITEREST. THIS EVIDEN	NCE DOES NOT		
CSAC Excess Insurance Authority (CSAC EIA) C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C3686			COVERAGE AFFORDED BY: A - CSAC Excess Insurance Authority  COVERAGE AFFORDED BY: B -					
SANTA BARBARA COUNTY ATTN: RISK MANAGEMENT			II		EIAPPR19-21			
	05 EAST ANAPAMU STREET, SUITE 102		EFFECTIVE DATE (MM/DD/YYYY) 03/31/2019		03/31/2020 CONT. UNTIL TERMINATER CHECKED			
			THIS REPLACES PRIOR EVIDENCE:					
INDICATED, NOTWITHSTANDING A EVIDENCE MAY BE ISSUED OR MA	EMORANDUMS ANY REQUIRE! AY PARTAIN. T	S OF COVERAGE LISTED A MENT, TERM OR CONDITION THE COVERAGE AFFORED	ABOVE HAVE BEEN ISSUED TO THE NOTHER DOWN OF ANY CONTRACT OR OTHER DOWN BY THE MEMORANDUMS DESCRIBED WN MAY HAVE BEEN REDUCED BY P	OCUMENT \ ED HEREIN I	WITH RESPECT TO WH IS SUBJECT TO ALL TI	HICH THIS		
COVERAGE INFORMATION	meximum no	- demicratedwanda	Admitted seedles of the control of t	AID VERILL	A way . Min Swiftenstead	MCCORMODED B WHIP GOD O		
		COVERAGE / PERILS / FORMS	<u> </u>		AMOUNT OF	INSURANCE		
ALL RISK OF DIRECT PHYSICAL L	OSS OR DAMA	AGE, INCLUDING FLOOD.			1	PER OCC FOR ALL RISK AND ANN AGG FOR FLC	DOD	
EARTHQUAKE IS EXCLUDED. EAR REPAIR OR REPLACEMENT COST VEHICLE/BUSES ARE SUBJECT TO AUTHORITY	VALUATION S	SUBJECT TO MEMORANDU	UM OF COVERAGE PROVISION IENT COST PER SCHEDULE ON FILE V	WITH THE		PER OCC/ANN AGO FOR EARTHQUAKE		
ALL LIMITS ARE SHARED.								
REMARKS (INCLUDING SPECIAL C DEDUCTIBLES: ALL RISK OF DIRECT PHYSICAL LOSS OF DAMAGE (EYCLUDING	ONDITIONS)							
LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE):	\$10,000	PER OCCURRENCE AS	PER SCHEDULE ON FILE WITH THE A	AUTHORITY				
FLOOD:	\$25,000	EXCEPT FOR CRITICAL	FLOOD (LOCATIONS IN FEMA FLOOD	) ZONE A OF	₹ V) DEDUCTIBLE IS \$1	100,000		
VEHICLES AND MOBILE EQUIPME	NT IF COVER	AGE IS SCHEDULED AND	PURCHASED, DEDUCTIBLE APPLIES	PER SCHE	DULE ON FILE WITH TH	HE AUTHORITY.		
SHOULD ANY OF THE ABOVE DES DELIVERED IN ACCORDANCE WIT			AGE BE CANCELLED BEFORE THE EXI SE PROVISIONS.	PIRATION D	ATE THEREOF, NOTIC	E WILL BE		
ADDITIONAL INTEREST NAME AND ADDRESS			NATURE OF INTEREST					
FOR THE PURPOSE OF EV		NLY	MORTGAGEE					
C/O COUNTY OF SANTA BA 105 E. ANAPAMU ST., SUIT	E 102		LOSS PAYEE	X	(OTHER) EVIDER	NCE ONLY		
SANTA BARBARA, CA 9310	)1		AUTHORIZED REPRESENTATIVE  Mi: L. C.					