

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 SAN MATEO

2. The term of this

Agreement is: July 1, 2005 Through June 30, 2006

3. The maximum amount

\$551,750.00

of this Agreement is:

Five Hundred Fifty-One Thousand Seven Hundred Fifty-Dollars and No 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

3 Page(s)

Attachment 1 – County Commitment Form - 1 Page

Exhibit B – Budget Detail and Payment Provision

1 Page(s)

Attachment 1 – 4 Pages

Exhibit C – General Terms and Conditions – GTC 304

3 Pages

Check mark one item below as Exhibit D:

☒ Exhibit D-Special Terms and Conditions
(Attached hereto as part of this Agreement)

1 Page(s)

☐ Exhibit D*-Special Terms and Conditions

5. Name of Program: **PEST DETECTION PROGRAM**

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SAN MATEO

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Richard Gordon, President, Board of Supervisors

ADDRESS

728 Heller Street/ P. O. Box 999
Redwood City, CA 94064-0999

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

PAULA LEWIS, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

*California Department of Gener.
Services Use Only*

☐ Exempt per:

SCOPE OF WORK

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. Those insect pests may include but are not limited to the detection of the Gypsy moth, Japanese beetle, Mediterranean fruit fly, Oriental fruit fly, Melon fly, Mexican fruit fly or other miscellaneous fruit flies such as the olive fruit fly. This Agreement includes delimitation detection work associated with detection of one or more life stages of the above target pests in a county.

2. The services shall be performed in and throughout the COUNTY OF SAN MATEO
3. The contract managers for this Agreement are:

FOR CDFA:		FOR CONTRACTOR:	
Name:	Cholie Flores	Name:	Gail M Raabe
Section/Unit:	Pest Detection Emergency Projects	Section/Unit:	County Agricultural Commissioner
Address:	1220 N Street Room A-330 Sacramento, CA 95814	Address:	728 Heller Street P.O. BOX 999 Redwood City, CA 94063
Phone:	916-654-1211	Phone:	650-363-4700
FAX:	916-654-0555	FAX:	650-367-0130

4. CONTRACT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING
- AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture shall:

- A. Provide all traps, trap parts, and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY-Commitment Form, which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide.

SCOPE OF WORK

- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.
- F. Provide for disposal of Dibrom treated wicks according to CA-EPA guidelines.

Section 2

The County Agricultural Commissioner shall:

- A. Place and service the minimum number of each trap type specified on the Commitment Form. Trap densities, trapping periods, and servicing schedules shall conform with those specified in the CDFA Insect Trapping Guide under "Definitions" for individual county situations. Ensure that all trapping procedures and protocols adhere to those outlined in the Insect Trapping Guide. A copy of the Insect Trapping Guide shall be kept in the trapper's vehicle for reference.
- B. Ensure that all deployed traps (except McPhails) are numbered and dated at each servicing, indicating when rebaited. Trapping activities, including seasonal hiring and training (see trapping activities defined under "Definitions" in the Insect Trapping Guide) will start on the dates shown below. Traps will be removed on their final servicing prior to the end of the season, but not later than the dates shown below.
- C.* Ensure that Medfly and Oriental fruit fly traps are serviced every 14 days; July 1, 2005, to November 30, 2005, and April 1, 2006, to June 30, 2006.

Champtraps in rural areas will be serviced once each month and relocated at that time.

Champtraps at gardens sites in urban areas will be serviced every 14 days, otherwise they will be deployed in a fruit tree.
- D.** Ensure that McPhail traps are serviced every seven days; July 1, 2005, to November 30, 2005, and April 1, 2006, to June 30, 2006.
- E. Ensure that melon fly traps are serviced every 14 days; July 1, 2005, to October 31, 2005, and June 1, 2006, to June 30, 2006.
- F.* Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days; July 1, 2005, to August 30, 2005, and June 1, 2006, to June 30, 2006, or as determined by the CDFA District Entomologist. Gypsy moth traps located in remote areas may be placed in the spring and recovered in the fall with no interim servicing.
- G. Send trapping personnel to training provided by state detection entomologists.
- H. Make a monthly report to the State on Form 66-035 (Rev. 6/94) (Pest Detection Report Number 1) of all traps deployed and serviced during the month. Report all traps added or removed, and the total number of servicings during the month. Do not count trap relocation as "removed" and then "added". A servicing is an inspection of the trap for the presence of the target pest. **THIS REPORT MUST BE SUBMITTED WITH THE MONTHLY INVOICE FOR THE SAME TIME PERIOD.**

SCOPE OF WORK

- I. Provide one set of trapping records for all traps. This set, in the form of a "trap book," will indicate the exact trap location using a site map and all information regarding servicing, baiting, and relocation of traps.
- J. Maintain county wall maps with numbered square-miles grids, depicting density of all traps deployed.
- K. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines including any specified county commitment trap lines.
- L. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- M. Maintain an inventory of known fruit fly host sites. The inventory shall be organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.
- N. Maintain on a daily basis a form 60-210 (Daily Trapping Summary) for each trapper. This form will be made available to the district entomologist for review for an 18-month period. The multiple map trap card system will suffice this inventory.
- O. Submit a completed form 60-223 (Trapping Hours/Year Worksheet) along with the budget display for each fiscal year trapping program. Form 60-223 will be prepared by using the "Standard Trap Servicing Per Season" form.
- P. Those counties generating Dibrom treated wicks (Oriental fruit fly and Melon fruit fly detection traps) will possess a CAI number issued by the California Environmental Protection Agency.

* The trapping period in portions of mountainous or northern counties may differ from that stated by prior agreement with the California Department of Food Food and Agriculture.

** Servicing Schedule may vary due to local climatic conditions by prior agreement with the California Department of Food and Agriculture.

State of California
Department of Food and Agriculture
Division of Plant Industry

Agreement No. 05-0264
Exhibit A
Attachment 1 of 1
Page 1 of 1

White - County
Canary - Area Manager
Pink - Sacramento
Gold - District

PEST DETECTION/EMERGENCY PROJECTS

FY 05/06 COMMITMENT FORM

AGRICULTURAL COMMISSIONER <i>Paul K. Kabe</i>	COUNTY SAN MATEO
DETECTION SPECIALISTS <i>Laura G. Gorm</i>	DATE 02/01/05

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(PROPERTIES)						
PUBLIC CONTACT:	(SAMPLE OR PROPERTIES)						
SPECIAL SURVEYS:							
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	50	1	404	1	454	1
McPHAIL TRAP	MP	1		570	1	*570	1
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	1		569	1	569	1
JACKSON TRAP - MELON FLY	ML	1		590	1	590	1
GYPSY MOTH	GM	200		435		635	
JAPANESE BEETLE	JB	200		165		365	
MISCELLANEOUS:	KB	20				20	
	ECB	2				2	
	EPBM	10				10	
	CHAMPS			260		260	

SPECIAL TRAPPING CONSIDERATIONS:

* 3162 McPHAILS BE BI-WEEKLY SERVICING - COLDER AREA

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

6/7/2005 17:07

**SAN MATEO COUNTY
PEST DETECTION BUDGET WORKPLAN
FISCAL YEAR 2005/2006**

A) PERSONNEL

<u>Permanent Salaries</u>	Months	Hours	Rate	Total Cost
1 Pest Detection Supervisor	12	2,080	\$28.82	\$59,946

Permanent Part-Time Salaries

1 Pest Detection SPC - Unclassified	9	1,500	\$20.19	\$30,285
4 Pest Detection SPC	8	5,440	\$23.79	\$129,418
Total Permanent Part-Time				<u>\$159,703</u>

Extra Help/Part-time Salaries

5 Pest Detection Specialists	8	6,000	\$16.49	\$98,940
1 Pest Detection Specialist	5	870	\$16.49	\$14,346
				<u>\$113,286</u>

Total Salaries

\$332,935

Agreement No. 05-0264
Exhibit 3
Attachment
Page 1 of 4

Payroll Tax - 5.0% Extra Help Salaries	\$5,664
Benefits- 38% Permanent Salaries	\$22,779
Benefits- 38% Permanent Part-Time Salaries	\$60,687
	<u>\$89,131</u>

Total Salaries and Benefits **\$422,065**

B) TRANSPORTATION

	# of vehicles	Months	Miles/ month	Rate/ mile	Total Cost
Trucks	10	8	750	0.34	\$20,400
Trucks	1	12	150	0.34	\$612
Trucks	1	5	750	0.34	\$1,275
			TOTAL MILEAGE		<u>\$22,287</u>

	# of vehicles	Cost per Vehicle	
Purchase Truck Replacement	0	\$15,000.00	<u><u>\$0</u></u>

TOTAL TRANSPORTATION **\$22,287**

C) SUPPLIES

Reprographics	\$600
Miscellaneous - office supplies	\$1,282
Total Supplies	<u><u>\$1,882</u></u>

D) OVERHEAD

25% Salaries and Benefits **\$105,516**

Agreement No. 05-0264
 Exhibit 31
 Attachment
 Page 2 of 4

TOTAL CONTRACT AMOUNT

\$551,750

**COUNTY OF SAN MATEO
AGREEMENT NO.**

**PEST DETECTION TRAPPING BUDGET
Fiscal Year 2005 / 2006**

A. PERSONNEL

1. SALARIES	\$332,935
2. STAFF BENEFITS AND OVERHEAD	\$194,647

TOTAL	\$527,581
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B. SUPPLIES

\$1,882

C. VEHICLE OPERATION

\$22,287

Agreement No. 05-0264
Exhibit B 1
Attachment
Page 3 of 4

TOTAL CONTRACT AMOUNT

\$551,750

TARGET	\$551,750
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OVER	\$0
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Agreement No. 05-0264
Exhibit B
Attachment 1
Page 4 of 4

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS, GTC-304

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. (GC 8546.7, PCC 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 recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
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 (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 (Government Code Section 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 304 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, 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. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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. 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 without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.