

AGREEMENT NUMBER <b>06-0185</b>	AMENDMENT NUMBER
REGISTRATION NUMBER	<b>1</b>

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, 2006 Through June 30, 2007
3. The maximum amount of this Agreement after this Amendment is: \$405,807.00  
Four Hundred Five Thousand Eight Hundred Seven Dollars and No Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement.

Paragraph three to the 'High Risk Program Activities' Agreement # 06-0185-1 is hereby increased by \$124,484.00 for a new total not to exceed \$405,807.00. This \$124,484.00 increase shall be only for the 'High Risk Program Activities' in San Mateo County.

Also attached are the following:

Attachment - A - new revised Scope of Work, which includes new activities, and the relevant Food and Agriculture Codes (2 pages)

Attachment - B - new revised budget for this agreement in the amount of \$405,807.00. (1 page)

Attachment - C - new revised form #66-092a (Rev. 9/2006) Attachment C is a revised 'Report Number 4a' form to replace the Exhibit A, Attachment 5, form # 66-092a (10/98) in the original agreement. Contractor is to discontinue using the old form and start using the new revised form. (1 page)

All other terms and conditions of this Agreement shall remain the same.

**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 (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

728 Heller Street, (or P.O. Box 999) Redwood City, CA 94064-0999

**STATE OF CALIFORNIA**

AGENCY NAME

**DEPARTMENT OF FOOD AND AGRICULTURE**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**JANICE L. PRICE, ACQUISITIONS MANAGER**

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General  
Services Use Only

☐ Exempt per:

**AIRFREIGHT AND NURSERY  
SCOPE OF WORK  
Criteria for Work Plan**

Agreement No. 06-0185-1  
Exhibit A  
1/2

The county of San Mateo agrees to inspect incoming high-risk shipments of plant material from Hawaii, Florida and other southern states for the California Department of Food and Agriculture (CDFA), as imposed by Division 4, Part 2, Chapter 1, Article 1, Section 6303 and Chapter 2, Article 1, Sections 6401 and 6403 of the Food and Agricultural Code incorporated in this Scope of Work.

The county will perform activities approved by the CDFA as described in the attached Estimate of High-Risk Pest Exclusion Activities, herein titled as Work Plan, Airfreight and Nursery, and by this reference made a part hereof. High-risk pest exclusion activities at airfreight facilities and nurseries or nursery holding facilities can be defined as follows:

Inspection work at Air Freight Facilities can include, but is not limited to:

1. County biologist(s) reviewing invoices for content origin/destination, checking packages for quarantine compliance, rejecting parcels that do not adhere to quarantine compliance, inspecting for high-risk pests (i.e., Imported Fire Ant, Diaprepes root weevil, and other arthropods, gastropods, and weeds).
2. Daily record keeping of inspections in regard to pest finds, writing reports referencing Report 4 and Report 4a to reflect daily record keeping entries, notifying the Interior Pest Exclusion Program of the presence of any significant pest finds, etc.

Inspecting shipments of fruits, vegetables, and propagative plant material 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.

1. Reviewing Form 66-008, shipping documents, and quarantine certificates for high-risk plant shipments from Hawaii, Florida, and other southern states.
2. Inspecting incoming plant material for all pests (i.e., Imported Fire Ant, Diaprepes root weevil, and other arthropods, gastropods, and weeds). Less than 100% 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.
3. Up to 1% of all shipments may be sent under seal to the receiver with the concurrence of the county. Inspectors shall be present to break the seal and monitor the unloading of all sealed shipments.
4. Maintaining records of inspections and pest finds, issuing notices of rejection if necessary, notifying the Interior Pest Exclusion Program of the presence of any significant pest finds, etc.
5. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

The county's biologist(s) 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.

The county shall submit monthly an itemized invoice, on county letterhead (see sample attached) and a completed monthly Report 4a, also here attached. All Report 4a's shall be submitted on Form #66-092a to the CDFA Contract Manager. Send itemized invoices and monthly Report 4a's to:

The Department of Food and Agriculture  
Donnie M. Erevello, Contract Manager  
Pest Exclusion Branch  
High Risk Pest Exclusion Program  
1220 N Street, Room A-372, Sacramento, CA 95814

Airfreight and Nursery  
Scope of Work

## Food and Agriculture Code

### Division IV, Part 2, Chapter 1, Article 1, 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.

### Division IV, Part 2, Chapter 2, Article 1, 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.

### Division IV, Part 2, Chapter 2, Article 1, 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.

FISCAL YEAR 2006/2007

## ESTIMATE OF HIGH-RISK PEST EXCLUSION ACTIVITIES

County:

SAN MATEO

Revised

WORKPLAN 2006/2007

Cost per hour:

\$59.38

Date: 10/3/06

Agreement No. 06-0185-1

Exhibit B  
X

Facility	No. of High-risk Facilities 06/07	Estimated Visits/Year 06/07	Estimated Hours/Visit 06/07	Estimated Hours/Year 06/07	Estimated Annual Cost 06/07
U S Post Office					\$0
United Parcel Service (except local)					\$0
Federal Express					\$0
Air Freight	10	5,200	0.969	5,042.06	\$299,398
Air Freight - Forwarded					\$0
Gypsy Moth (008A)					\$0
Truck Referrals (008)	1	156	11.487	1,792.00	\$106,409
Truck Referrals (008a)					\$0
Specialty Markets					\$0
Swap Meets					\$0
Post Entry Quarantine					\$0
Other - Trade Shows					\$0
Totals	11	5356		6834.06	\$405,807
Description of Other (Special) High Risk Facilities					

\* INCLUDE NOTES ON REVERSE

Notes: Dollar amounts reflect rounding to the nearest cent/dollar.  
Air Freight also includes Air Freight - Forwarded

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Type	Premise Visits	Shipments Inspected	NOR's	A/Q Pest Interceptions	Hours
Post Office					
UPS					
Federal Express					
Air Freight					
Air Freight - forwarded					
Gypsy Moth (008a)					
Florida/Southern States (008 )					
Hawaii (008)					
Truck (008 Plants)					
Beehives (008)					
Specialty Markets					
Swap Meets					
Post Entry					
Other					
Other					
Comments					