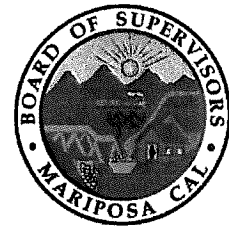




# MARIPOSA COUNTY

Agricultural Commissioner • (209)966-2075



## **RESOLUTION - ACTION REQUESTED 2016-267**

MEETING: June 14, 2016

TO: The Board of Supervisors

FROM: Cathi Boze, Agricultural Commissioner/Sealer

RE: 2016/2017 Exotic Pest Detection Trapping Agreement No. 16-0065

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve the Exotic Pest Detection Trapping Agreement No. 16-0065 for Fiscal Year 2016/2017 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement and the CCC-307 form.

The exotic pest detection trapping contract is an annual contract that provides State subvention funds for the pest detection trapping program to cover part of the cost of the program. This contract was first instituted after the 1981 Medfly infestation to cover the costs of the increase in trap numbers over the original County trapping commitment. The total available FY 2016/2017 contract amount for this agreement is \$17,999.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The previous FY 2015/2016 contract was approved by Resolution No. 15-570.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve the agreement. No subvention funds will be received for the exotic pest detection trapping program funds expended for work performed in this program.

### **FINANCIAL IMPACT:**

**The subvention amount for this agreement for the Exotic Pest Detection Trapping Agreement with CDFA is included in the FY 2016/2017 budget.**

### **ATTACHMENTS:**

16-0065 Exotic Pest Detection Contract (PDF)  
2016 CCC-307 (PDF)

### **CAO RECOMMENDATION**

Requested Action Recommended


*Mary Hodson*  
Mary Hodson, CAO 6/8/2016

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Kevin Cann, District IV Supervisor  
**SECONDER:** Marshall Long, District III Supervisor  
**AYES:** Rosemarie Smallcombe, Marshall Long, Kevin Cann, John Carrier  
**EXCUSED:** Merlin Jones

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> MARIPOSA COUNTY		<i>Federal ID Number</i> 94-6000-880
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> JOHN CARRIER, CHAIR, BOARD OF SUPERVISORS		
<i>Date Executed</i> 6-15-16	<i>Executed in the County of</i> MARIPOSA	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

AGREEMENT NUMBER <b>16-0065</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME

**COUNTY OF MARIPOSA**

2. The term of this

Agreement is: **July 01, 2016 through June 30, 2017**

3. The maximum amount  
of this Agreement is:

**\$ 17,999.00**  
 Seventeen Thousand Nine Hundred Ninety-nine 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	
Attachment 1	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	27 page(s)
Attachment 1	1 page(s)
Exhibit C – General Terms and Conditions – GTC 610	7 page(s)
Check mark one item below as Exhibit D:	3 page(s)
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	3 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

**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 MARIPOSA**

BY (Authorized Signature)

DATE SIGNED(Do not type)

*[Signature]*  
 PRINTED NAME AND TITLE OF PERSON SIGNING

**6-15-16**

*John Carrier, Board Chair*

ADDRESS

**5009 FAIRGROUNDS ROAD, PO BOX 905, MARIPOSA, CA 95338-0905**

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

BY (Authorized Signature)

DATE SIGNED(Do not type)

*[Signature]*  
 PRINTED NAME AND TITLE OF PERSON SIGNING

**6/22/16**

**JENNIFER CROW, ACQUISITIONS MANAGER**

ADDRESS

**1220 N STREET, ROOM 115, SACRAMENTO, CA 95814**

*California Department of General  
 Services Use Only*

Exempt per: DGS Ltr 28.7

**APPROVED AS TO FORM:**

*[Signature]*  
**STEVEN W. DAHLEM**  
**COUNTY COUNSEL**