

# County of Santa Cruz

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## OFFICE OF THE AGRICULTURAL COMMISSIONER

DAVID W. MOELLER  
AGRICULTURAL COMMISSIONER  
SEALER OF WEIGHTS AND MEASURES  
DIRECTOR, MOSQUITO AND VECTOR CONTROL

July 14, 1999

Agenda Date: August 3, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

Dear Members of the Board:

For several years, the California Department of Food and Agriculture (CDFA) has provided funding to the Agricultural Commissioner's Office for local enforcement of the California Organic Foods Act. In this program, we register organic produce growers, conduct audits of their activities and investigate related complaints. In 1998/99 we received \$4,610 for two year's work. Until this year the funding had been provided under a Memorandum of Understanding between the State and each of the State's Agricultural Commissioners.

However, beginning with the 1999/2000 fiscal year, the State is replacing the MOUs with a contract with each County to conduct this program. The State is proposing a three-year contract to last from July 1, 1999 to June 30, 2002. Funding in the first year will be \$3,135. This will allow us to continue to support and monitor organic growers in this County as we have in previous years. These funds were included in our 1999/2000 Budget Request and approved by the Board.

It is therefore RECOMMENDED that your board approve the contract with the CDFA to conduct the Organic Program under State contract 99-0054 and authorize the Agricultural Commissioner to sign the contract.

Sincerely,

David W. Moeller  
Agricultural Commissioner

**California Organic Foods Act**  
**July 14, 1999**

**Agenda Date: August 3, 1999**  
**Page 2**

Approved:

  
\_\_\_\_\_  
SUSAN A. MAURIELLO  
COUNTY ADMINISTRATIVE OFFICER

Attachment: ADM - 29

cc: CDFA

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF 'AGREEMENT

91.

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Santa Cruz County Agricultural Commissioner (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Agricultural Commissioner's Office (Agency)  
(Fruit and Vegetable Quality Control Branch) CA 95814  
and California Dept. of Food and Agriculture, 1220% Street, Suite 154, Sacramento (Name & Address)
- The agreement will provide Enforcement and monitoring of California Organic Food Act
- The agreement is needed to receive State funding for this program
- Period of the agreement is from July 1, 1999 to June 30, 2002
- Anticipated ~~cost~~ <sup>revenue</sup> is \$ 3,135.00 for the first year (~~Fixed amount, Monthly rate; Not to exceed~~)
- Remarks: This is similar to the program done in recent years. This was formerly an MOU  
between the State and The Agricultural commissioner's office.

Revenue will be deposited  
7. ~~Appropriation to be budgeted in~~ 103210 (Index#) 0726 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ~~are~~ <sup>are</sup> available and ~~have been~~ <sup>will be</sup> encumbered.

Contract No. R 704 Date 7/20/1999

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
\_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_  
(Agency).

Remarks:  
\_\_\_\_\_  
(Analyst)

County Administrative Officer  
By R. Phillips Date 7/20/99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - ~~Blue~~  
Co. Admin. Officer - ~~Blue~~  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I, \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ County Administrative Officer

\_\_\_\_\_ Deputy Clerk

## DEPARTMENT OF FOOD AND AGRICULTURE



1220 N Street, Suite 154  
Sacramento, California 95814  
(916) 654-0808

Agricultural Commissioner, County of SUTTER 2

Dear Commissioner:

Enclosed for signature and approval are seven (7) copies of your contract. In accordance with the State Administrative Manual, four (4) of the copies must bear original signatures (not stamped).

Please have **all** copies signed by the Chairperson of your Board of Supervisors, or by an authorized person of the County. Please return six (6) copies and a Resolution, Minute Order, or Ordinance authorizing execution of the contract to:

Department of Food and Agriculture  
Contracts Office, Suite 154  
Sacramento, California 95814

After these documents are fully executed, two (2) will be returned to you for your records.

Sincerely,

Alice L. Wright  
Contracts **Officer**  
Administrative Services

Enclosures

THIS AGREEMENT, made and entered into this 26th day of May, 1999,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE  
Secretary

AGENCY  
Department Of Food And Agriculture

, hereafter called the State, and

CONTRACTOR'S NAME  
County of Santa Cruz

, hereafter called the Contractor


WITNESSETH: That the Contractor for and in consideration of the covenants, conditions agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:  
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

See attached, identified as "Agreement between California Department of Food and Agriculture (CDFA) California Organic Program and County Agriculture Commissioner (County) identified as Exhibit A and by this reference made a part hereof.

The term of this agreement is July 1, 1999 through June 30, 2002. The total amount payable under this agreement shall not exceed \$10,376.85 including all applicable taxes. Payment under this agreement shall be made in arrears semi-annually, in accordance with the payment provisions of Exhibit A. Contractor shall submit itemized invoices in triplicate to: California Department of Food and Agriculture, Fruit and Vegetable Quality Control Branch, 1220 N Street, Suite A-447, Sacramento, California 95814.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services, if required.

The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR -4084252320		
AGENCY Department Of Food And Agriculture	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Cruz			
BY (AUTHORIZED SIGNATURE) <b>X</b>	BY (AUTHORIZED SIGNATURE) 			
PRINTED NAME OF PERSON SIGNING Alice L. Wright	PRINTED NAME AND TITLE OF PERSON SIGNING David W. Moeller, Agricultural Commissioner			
TITLE Contract Officer	ADDRESS 701 OCEAN STREET SANTA CRUZ CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,376.85	PROGRAM CATEGORY (CODE AND TITLE) 40.11.10	FUND TITLE A/General	Department of General Services Use Only  GEN. SERV. DEPT. APPROV. NOT REQUIRED PER SAM 1215	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0.00	(OPTIONAL USE) 99/00 \$3,135. 00/01 \$3448.50 01/02 \$3,793.35			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,376.85	ITEM 8570-001-0001	CHAPTER 99		STATUTE 99/00
OBJECT OF EXPENDITURE (CODE AND TITLE) 56944				
T.B.A. NO.				B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER Certification of fund availability is on file with the Department of Food & Agriculture				
DATE				

## RESOLUTIONS

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A copy of a resolution, order, motion, or ordinance of the local governing body by law having authority to enter into the proposed contract authorizing execution of agreements must be included when contracting parties are county, city, district, board or commissions.

## AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

By signing this agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U. S. C. 12101 et seq), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## DRUG-FREE WORKPLACE ACT OF 1990 CERTIFICATION

By signing this agreement, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

- (1) 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.
- (2) Establish a Drug-Free Awareness Program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation, and employee assistance programs; and,
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works on the proposed contract will:
  - (a) Receive a copy of the company's drug-free workplace policy statement; and,
  - (b) Agree to abide by the terms of the company's statement as a condition of employment on the contract.

## DISPUTES

Any dispute under the terms of this Agreement which is not disposed of within a reasonable period of time not to exceed ten days by the Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer, or designated representative, of each organization who shall use their best efforts to jointly resolve the dispute.

## NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor, by signing this agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296).

## STATEMENT OF COMPLIANCE

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

**LABOR CODE/WORKER'S COMPENSATION**

Contractor certified and is aware of the provisions of. Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and Contractor affirms to comply with such Provisions before commencing the performance of the work of this Agreement.

**SUBCONTRACTING**

Contractor shall not subcontract any services under this Agreement without prior approval of the State's representatives.

**PROFESSIONAL WORK**

work is to be performed in accordance with all acceptable State standards.

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass <sup>or</sup> 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. Contractors 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 12900 et seq.) and the applicable regulations promulgated thereunder (California code of Regulations, me 2, Section 7285.0 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 agreements.

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

#### AUDIT

Contractor shall be subject to the examination and audit of the Auditor General for a paid of three years after final payment under this agreement (Government Code 8546.7). The examination and audit shall be confined to those matters connected with the performance of this contract including but not limited to t&e cost of administering the contract.

#### AMENDMENT/CANCELLATION

This agreement may be amended upon written mutual consent, or canceled by either party, upon thirty days written notice unless otherwise stated. In the event the State cancels this agreement due to Contractor's Breach Of Contract, the State shall have tile authority to terminate this agreement immediately upon giving notice to the Contractor.

#### DISABLED VETERAN-OWNED BUSINESS ENTERPRISE AUDIT

Contractor agrees that the awarding department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of the Agreement Contractor agrees to provide the awarding department or its delegatee with any relevant information requested and shall permit the awarding department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement.

#### PERSONAL SERVICES

This Agreement has complied with the Standards set forth in Govanment Code Section 19130(b), Public Contract Code Section 10337.

#### BUDGET ACT

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 the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

#### INVOICES AND PAYMENTS

The Contractor shall render invoices in arrears, in triplicate, for charges in accordance with the payment provisions of th Standard Agreement. Payment shall be made in accordance with the Stare Prompt Payment Act.



## Exhibit A

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**AGREEMENT BETWEEN  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)  
CALIFORNIA ORGANIC PROGRAM AND  
COUNTY AGRICULTURAL COMMISSIONER (County)  
199912002**

**I. AGREEMENT**

- (a) Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA and the County hereby create an Agreement whereby CDFA will disburse funds as provided in this Agreement to the County for costs incurred in the enforcement of the California Organic Foods Act.

**II. DURATION, AMENDMENTS, AND CANCELLATION**

- (a) This Agreement is effective and binding from July 1, 1999 through June 30, 2002.
- (b) The County's Activity Plan will be amended each fiscal year.
- (c) All amendments to this document must be in writing and with the consent of both parties.
- (d) Either party may unilaterally cancel this Agreement by giving the other party 30 days written notice.

**III. CDFA PAYMENTS FOR COUNTY ACTIVITIES**

- (a) Under the terms of this Agreement, the County will receive payments as appropriate for the following functions:
- 1) Registrations and renewals; 2) Spot inspections; 3) Soil and tissue sampling; and,  
4) Complaint investigations.
- (b) Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, and 2) For work completed from January 1 to June 30.
- (c) Penalties: Administrative civil penalties imposed by the County for violations of the California Organic Foods Act shall conform to the report on Organic Food Act Administrative Civil Penalty Guidelines and remain in the County imposing the penalty.

**Santa Cruz County - Organic Program  
1999/2000 Assigned Work Activities**

All procedures are outlined in the Organic Program Procedures Manual.

**Registration Fees:**

- (1) For each "initial" organic registration the County will receive \$60.00.
- (2) For each "renewal" organic registration the County will receive \$15.00.

**SPOT INSPECTION PROGRAM**

Santa Cruz County has been assigned 13 Spot inspections for the following categories:

Producer inspection	8
Handler inspection	2
Retail inspection	1
Farmers' Market inspections	1

The County will be paid \$70.00 for each spot inspection completed for producers, handlers, processor, and retail stores. Certified Farmers' Market inspections will be paid at the rate of \$70.00 for the initial visit and first organic participant inspected, and an additional \$10.00 will be paid for each additional organic participant inspected.

**Supplemental Spot Inspection Program**

When the need arises supplemental inspections will be approved by CDFA staff at the above spot inspection rates.

**RESIDUE SAMPLING ENFORCEMENT PROGRAM**

The county will be paid \$70.00 for each residue sample taken as assigned. The county will follow the procedure for sampling according to the manual.

Samples assigned 1

**COMPLAINT INVESTIGATIONS**

The county will be reimbursed for each approved complaint investigation at actual cost. County shall itemize each invoice.