

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Agricultural Commissioner *M. DeMartini*

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE June 2, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Fiscal Year 2009-2010 Cantaloupe Surveillance Contract with the California Cantaloupe Advisory Board

STAFF RECOMMENDATIONS:

Approve and authorize the Chairman of the Board of Supervisors to sign the Fiscal Year 2009-2010 Cantaloupe Surveillance contract with the California Cantaloupe Advisory Board.

FISCAL IMPACT:

The California Cantaloupe Advisory Board will reimburse the Department for cantaloupe surveillance program activities. The contract amount is \$16,950. The appropriations and revenue for the Cantaloupe Surveillance contract have been requested in the Agricultural Commissioner's Fiscal Year 2009-2010 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2009-352

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Fiscal Year 2009-2010 Cantaloupe Surveillance Contract with the California Cantaloupe Advisory Board

DISCUSSION:

Cantaloupe Surveillance
(California Cantaloupe Advisory Board)

The contract between the California Cantaloupe Advisory Board and Stanislaus County funds a long-standing partnership which provides for surveillance of cantaloupe fields in Stanislaus County. Through this agreement, Stanislaus County expends up to 270 hours of agricultural inspection time for spot checking fields, flea markets, and swap meets for “gunny sacking” activities. “Gunny sacking” refers to the practice where cantaloupes are taken directly from the production field and resold at local outlets or markets. Inspectors check the cantaloupes at these locations for appropriate markings which ensure the production location and harvest date. The 2009 cantaloupe “season” runs from July through October. This contract allows for needed regular and overtime weighted hourly costs and includes mileage and necessary supplies. The total contract amount is \$16,950.

POLICY ISSUE:

The Board of Supervisors should determine if this contract is consistent with the Board Priorities to strive for Effective Partnerships and a Strong Agricultural Economy/Heritage.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

Approved Budget Line Item:	495	Contract No.
Board Recommendation Date:	4/14/09	STA-09

STANDARD AGREEMENT (Revised October 1995)

This Agreement, is made and entered into this 1st day of May 2009, in the State of California, by and between the Board, through its duly elected or appointed, qualified and acting

Name of Board

CALIFORNIA CANTALOUPE ADVISORY BOARD

, hereinafter called the Board, and

Contractor's Name

COUNTY OF STANISLAUS

, hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Board hereinafter expressed, does hereby agree to furnish to the Board 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.*) The provisions on the reverse side hereof constitute a part of this agreement.

Project Title: CANTALOUPE SURVEILLANCE PROGRAM

Contract Amount: (up to) \$16,950

Contract Period: June 1, 2009 through October 31, 2009

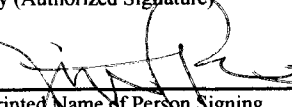
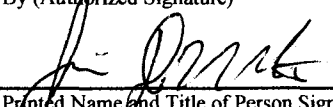
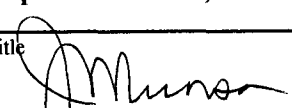
APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY

Deirdre McArthur 5/21/09

CONTINUED ON SHEETS

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

BOARD	CONTRACTOR
Board Name California Cantaloupe Board	Contractor (If not an individual, state whether a corporation, partnership, etc.) COUNTY OF STANISLAUS
By (Authorized Signature) 	By (Authorized Signature) 
Printed Name of Person Signing Stephen F. Patricio, Board Chairman	Printed Name and Title of Person Signing Jim DeMartini, Chairman
Title 	Address 1010 Tenth Street Modesto CA 95354
Jerry Munson, Board Manager	

1. Contractor shall defend, indemnify and hold harmless the Board, the State of California and its agencies, their respective officers, employees and agents from and against all losses and expenses (including costs of attorney's fees) by reason of liability imposed by law upon the Board for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of Contractor, its officers, employees or agents. The provision under this indemnification, however, shall only apply in proportion to and to the extent of such negligent or intentional acts or omissions.

2. The 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 Board.

3. The Board may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the Board may proceed with the work in any manner deemed proper by the Board. The cost to the Board shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid to Contractor upon demand.

4. Without written consent of the Board, this agreement is not assignable by Contractor either in whole or in part.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

6. 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 and per diem, unless otherwise expressly so provided.

7. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors 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 Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract 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.

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

8. Failure to Comply - "It is hereby mutually agreed that by signing this agreement, Contractor does swear under penalty of perjury, that no more than one (1) 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)."

9. It is mutually agreed that the Contractor shall be subject to examination and audit of the State of California for a period of three years after final payment under this agreement (Government Code Section 10532). The examination and audit shall be confined to those matters connected with the performance of this contract including but not limited to the cost of administering the contract.

10. It is mutually agreed that if the Board's budget authority is repealed by the Legislature in the current year and/or any subsequent years covered under this agreement, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.

11. This contract shall not be considered effective until signed by both parties and approved by the California Department of Food and Agriculture.

- 1.** Contractor agrees to perform surveillance services in accordance with the **County of Stanislaus** proposal attached hereto as Exhibit "A" which is hereby incorporated by references herein. The contract and proposal are projected to cover the **2009** Cantaloupe Marketing Season in **Stanislaus County** from June 1, **2009** through October 31, **2009**.
- 2.** Board agrees to pay Contractor up to **\$16,950** for the herein described program, payable upon receipt of itemized invoices, which may be submitted at the end of each month, at the end of the season, or at the end of the contract period.
- 3.** It is hereby mutually agreed that should the **2009** cantaloupe crop in the **County of Stanislaus** be severely cut back by the lack of irrigation water, the Board will have the option of asking the County's surveillance efforts to be cut back proportionately, resulting in a lower cost to the Board.
- 4.** Upon completion of the contract period, the Contractor shall furnish the Board with a written report of the contracted work and an evaluation of the accomplishments during the season.
- 5.** It is hereby mutually agreed that by signing this agreement, contractor does swear under penalty of perjury, that no more than one (1) 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 the National Labor Relations Board (Public Contract Code Section 10296).

EXHIBIT A**AGRICULTURAL COMMISSIONER'S OFFICE AND
SEALER OF WEIGHTS & MEASURES**

Gary Caseri
Agricultural Commissioner/Sealer

3800 Cornucopia Way, Suite B
Modesto, California 95358
Phone: 209.525.4730 Fax: 209.525.4790

March 30, 2009

Mr. Jerry Munson, Manager
California Cantaloupe Advisory Board
531-D North Alta Avenue
Dinuba, Ca. 93618

Dear Jerry,

Thank you for the partnership that you have established with the Stanislaus County Agricultural Commissioner's Office in order to provide surveillance of the cantaloupe fields in Stanislaus County.

For the 2009 cantaloupe season, July through October, the Stanislaus County Agricultural Commissioner's Office will expend up to 270 hours of employee time for the spot checking of fields, flea markets, and swap meets for "gunny sacking" activities.

Surveillance activities will take place 7 days a week (regular hours and overtime hours) as needed.

190 hours @ \$55.00/ hour	=	\$10,450.00
80 hours weekend duty @\$ 80.00/ hour	=	6,400.00
Supplies and equipment	=	100.00
Total	=	\$16,950.00

If the above proposal meets your approval, we will invoice your board at the end of the season for the amount not to exceed the amount listed above.

Sincerely,

Timothy Pelican
Deputy Agricultural Commissioner/Sealer