



# RESOLUTION No. 19-029

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 18-0567-000-SG WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) FOR FISCAL YEAR 2018/19 TO DEVELOP, IMPLEMENT, AND REPORT ON ACTIVITIES ASSOCIATED WITH CDFA'S "BEE SAFE PROGRAM." TOTAL CONTRACT AMOUNT NOT TO EXCEED \$7,520.74 FOR THE PERIOD NOVEMBER 15, 2018 THROUGH JUNE 30, 2019**

WHEREAS, the County of Nevada recognizes the importance to protect pollinators; and

WHEREAS, the CDFA is developing the statewide "Bee Safe Program"; and WHEREAS, the Nevada County Agricultural Commissioner will coordinate with CDFA and the "Bee Safe Program" to address negative impacts on the beekeeping industry caused by theft, pests, lack of adequate forage, and exposure to pesticides; and

WHEREAS, CDFA will reimburse the Nevada County Agricultural Commissioner for their efforts to develop, implement, and report on activities associated with this program; and

WHEREAS, received revenue will be deposited into the Agricultural Commissioner's Budget code: 0101-20601-301-1000/441530

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, Agreement No. 18-0567-000-SG, by and between said County and the California Department of Food and Agriculture, pertaining to reimbursement to Nevada County for involvement in CDFA's Bee Safe Program for the period November 15, 2018 through June 30, 2019, in an amount not to exceed \$7,520.74.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of January, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

1/22/19 cc: Ag Comm (2)  
AC\* (Hold)

7/5/2019 cc: Ag Comm\*  
AC\* (Release)

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
18-0567-000-SG

- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF NEVADA**
- The Agreement Term is: November 15, 2018 through June 30, 2019
- The maximum amount of this Agreement is: \$7,520.74
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

RECEIVED  
MAR 13 2019  
Nevada County CDA  
200 Commercial  
Dept. of Food and Agriculture

- Exhibit A: Recipient and Project Information 1 Page
- Exhibit B: General Terms and Conditions 3 Page(s)
- Exhibit C: Payment and Budget Provisions 1 Page
- Attachments: Scope of Work and Budget

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

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)  
COUNTY OF NEVADA


BY (Authorized Signature)  


DATE SIGNED (Do not type)  
1/22/2019

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Richard Anderson, Chair, Board of Supervisors**  
ADDRESS  
950 Maidu Avenue, Suite 170, Nevada City, CA 95959

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)  


DATE SIGNED (Do not type)  
2/22/19

PRINTED NAME AND TITLE OF PERSON SIGNING  
**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

CJ

RECEIVED FEB 21 2019

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Approval**  
This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.
2. **Assignment**  
This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.
3. **Governing Law**  
This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.
4. **State and Federal Law**  
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.
5. **Recipient Commitments**  
The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfil all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding
6. **Performance and Assurances**  
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.
7. **Mutual Liability**  
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.
8. **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 will not be affected thereby.
9. **Contractors/Consultants**  
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.
10. **Non-Discrimination Clause**  
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (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. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

**18. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

**19. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**20. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

**21. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

**22. Equipment**

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

**23. Closeout**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**24. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

**25. Property Damage Claims Process**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

**26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## SCOPE OF WORK

### **Bee Safe Program November 15, 2018 - June 30, 2019**

#### **Background**

Existing state law recognizes the importance of managed honeybees. Per the California Food and Agricultural Code (FAC), “a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California. Protection and promotion of this important industry is in the interest of the people of the State of California.” (FAC Division 13, Chapter 1, Article 1, Section 29000).

The health of managed honeybees gained national attention in 2006 following an unsustainable, 50 percent overwinter loss rate of commercial honey bees, then attributed to “Colony Collapse Disorder.” Recognizing the critical role of insect pollinators in producing the wide variety of fruit, vegetables, nuts, and other crops that feed the nation and the world, federal funding was made available for conservation and research to improve health of honeybees and other key pollinators.

In 2012, a report from the United States Department of Agriculture, National Honey Bee Health Stakeholder Conference, concluded that on-going honeybee losses were the result of the combined effects of four key honey bee stressors: pests and parasites; nutrition and lack of forage; pesticide exposure; and genetics. Continued honeybee losses can jeopardize not only commercial bee keepers, but the numerous crops that benefit from, or, in the case of almonds, entirely depend on, the honeybee.

Managed honeybees play a critical role in California’s almond industry. Almonds could not be produced without the pollination services of managed honeybees. In 2014, over 1.6 million bee hives, contained in thousands of shipments, were brought into California to pollinate almonds. Almonds are California’s most valuable agriculture commodity after dairy products, with a 2014 farm output value of \$5.9 billion.

The demand for honeybee pollination services in almonds drives high pollination fees paid by almond growers to bee keepers, which many beekeepers rely on for their livelihood. However, high fees also create incentive for theft. In 2016 through 2017, theft of apiaries and apiary equipment in California’s Central Valley resulted in over \$1 million in damages to the bee keepers.

The annual transport of thousands of shipments of honeybee colonies from around the country into California for the almond bloom can also bring devastating apiary pests, such as varroa mite, into California.

In 2015, ideas and perspectives on how to improve honey bee health were shared with California Department of Food and Agriculture (CDFA) by apiary stakeholders during the

### **Basis for Payment**

1. Invoices must be submitted to CDFA no later than thirty (30) calendar days after the end of the coinciding reporting period. Payment is contingent upon receipt of the monthly Bee Safe Program Report for that month. The Bee Safe Program invoice must be submitted monthly via email to Davis Tran, [Davis.Tran@cdfa.ca.gov](mailto:Davis.Tran@cdfa.ca.gov).
2. Invoices must reflect work performed by individuals or classifications listed on the Bee Safe Program Work Plan. Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.
3. Indirect may not exceed 25% of total "Personnel Costs."
4. Invoice will conform to attached sample invoice. **Reimbursement will not be made if report has not been completed.**
5. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

### **The California Department of Food and Agriculture shall:**

1. Provide Quality Assurance of the Bee Safe Program.
2. Communicate with the County throughout the duration of the agreement period to ensure the activities are consistent with the Scope of Work and aligned with the Work Plan.

<b>Pest Survey</b>							
Inspector 1			0			\$0.00	\$0.00
Inspector 2			0			\$0.00	\$0.00
Inspector 3			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>Abatement and Administrative Actions</b>							
Inspector 1			0			\$0.00	\$0.00
Inspector 2			0			\$0.00	\$0.00
Inspector 3			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>County Pest Ordinance Enforcement, Outreach, Compliance Monitoring, and Inspection</b>							
Inspector 1			0			\$0.00	\$0.00
Inspector 2			0			\$0.00	\$0.00
Inspector 3			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>Inspector Training</b>							
Inspector 1			0			\$0.00	\$0.00
Inspector 2			0			\$0.00	\$0.00
Inspector 3			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>Development and Distribution of Apiary Pest Cleanliness BMP's/Outreach Material</b>							
Inspector 1			0			\$0.00	\$0.00
Inspector 2			0			\$0.00	\$0.00
Inspector 3			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
			<b>Total Hours</b>	<b>0</b>	<b>Total Pest Inspection, Quarantine, and Abatement Cost</b>		<b>\$0.00</b>

Program Development and Data Management	Hours Per Activity	# Activity Per Invoice Period	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
<b>Program Development</b>							
Inspector 1			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>Program Management</b>							
Inspector 1			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>Program Data Entry</b>							
Inspector 1			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
<b>Program Reporting</b>							
Inspector 1			0			\$0.00	\$0.00
Deputy 1			0			\$0.00	\$0.00
			<b>Total Hours</b>	<b>0</b>	<b>Total Program &amp; Data Management Cost</b>		<b>\$0.00</b>

<b>Total Hours (All Activities)</b>	<b>0</b>	<b>Total Cost (All Activities)</b>	<b>\$0.00</b>
		<b>Overhead Rate: 25%</b>	<b>\$0.00</b>
		<b>Total Personnel Cost</b>	<b>\$0.00</b>

**SECTION III: OPERATING EXPENSES**

<b>Supplies</b>			
Supply 1			\$0.00
Supply 2			\$0.00
Supply 3			\$0.00
Supply 4			\$0.00
Supply 5			\$0.00
<b>Total Supplies</b>			\$0.00
Equipment			\$0.00
Printing			\$0.00
Travel (lodging, meals, per diem)			\$0.00
Other			\$0.00
Postage			\$0.00
Vehicle Use	Miles:	0	Rate: \$0.545
	<b>Total Operating Expenses</b>		<b>\$0.00</b>
<b>Total FY 18/19 Bee Safe Invoice Cost</b>			<b>\$0.00</b>



Pest Survey	Number of Surveys	Name of Target Pest or Survey Type	Results (pos/neg)
Abatement and Administrative Actions	Number of Actions	Pest	PDR #
County Pest Ordinance Enforcement, Outreach, Compliance Monitoring, and Inspection	TBD	TBD	TBD
Inspector Training	Course Title/Topic	Number of Participants	
Development and Distribution of Apiary Pest Cleanliness BMP's/Outreach Material	TBD	TBD	TBD

<b>County Pest Ordinance Enforcement, Outreach, Compliance Monitoring, and Inspection</b>							
Agricultural Biologist II	1	4	4	\$31.49	\$17.85	\$49.34	\$197.36
Agricultural Biologist III	1	4	4	\$35.66	\$22.75	\$58.41	\$233.64
Agricultural Commissioner	1	6	6	\$58.45	\$29.95	\$88.40	\$530.40
<b>Inspector Training</b>							
Agricultural Biologist II	6	2	12	\$31.49	\$17.85	\$49.34	\$592.08
Agricultural Biologist III	6	1	6	\$35.66	\$22.75	\$58.41	\$350.46
<b>Development and Distribution of Aply Pest Cleanliness BMP's/Outreach Material</b>							
Agricultural Biologist III	1	1	1	\$35.66	\$22.75	\$58.41	\$58.41
Agricultural Commissioner	1	2	2	\$58.45	\$29.95	\$88.40	\$176.80
<b>Total Hours</b>			<b>53</b>	<b>Total Pest Inspection, Quarantine, and Abatement Cost</b>			<b>\$3,136.11</b>

Program Development and Data Management	Estimated Hours Per Activity	# Activity Per Grant Period	Total Estimated Hours per Grant Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
<b>Program Development</b>							
Agricultural Biologist III	4	1	4	\$35.66	\$22.75	\$58.41	\$233.64
Agricultural Commissioner	4	1	4	\$58.45	\$29.95	\$88.40	\$353.60
<b>Program Management</b>							
Agricultural Biologist III	4	1	4	\$35.66	\$22.75	\$58.41	\$233.64
			0	\$58.45	\$29.95	\$88.40	\$0.00
<b>Program Data Entry</b>							
Office Assistant	0.5	10	5	\$20.30	\$13.14	\$33.44	\$167.20
			0			\$0.00	\$0.00
<b>Program Reporting</b>							
Agricultural Biologist II	1	2	2	\$35.66	\$22.75	\$58.41	\$116.82
			0			\$0.00	\$0.00
<b>Total Hours</b>			<b>19</b>	<b>Total Program &amp; Data Management Cost</b>			<b>\$1,104.90</b>

<b>Total Hours (All Activities)</b>	<b>96</b>	<b>Total Cost (All Activities)</b>	<b>\$5,651.19</b>
		<b>Overhead Rate: 25%</b>	<b>\$1,412.80</b>
		<b>Total Personnel Cost</b>	<b>\$7,063.99</b>

### SECTION III: OPERATING EXPENSES

<b>Supplies</b>			
3 Beesuits \$125 each			\$375.00
Supply 2			\$0.00
Supply 3			\$0.00
Supply 4			\$0.00
Supply 5			\$0.00
<b>Total Supplies</b>			\$375.00
<b>Equipment</b>			\$0.00
<b>Printing</b>			\$0.00
<b>Travel (lodging, meals, per diem)</b>			\$0.00
<b>Other</b>			\$0.00
Postage			\$0.00
Vehicle Use	Miles: 150	Rate: \$0.545	\$81.75
<b>Total Operating Expenses</b>			<b>\$456.75</b>

**Total FY 18/19 Bee Safe Program Cost \$7,520.74**