

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

DEPT: AGRICULTURAL COMMISSIONER *Donald C. Lipp* BOARD AGENDA # *B-1
Urgent Routine XX AGENDA DATE June 19, 2001
CEO Concurs with Recommendation YES *DL* NO 4/5 Vote Required YES NO X
(Information Attached)

SUBJECT: APPROVAL OF WEED MANAGEMENT CONTRACT FOR FISCAL YEARS 2000/01 AND 2001/02 WITH THE CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

STAFF
RECOMMEN-
DATIONS:

1. APPROVE AND AUTHORIZE THE CHAIR TO SIGN THE WEED MANAGEMENT CONTRACT
2. DIRECT THE AUDITOR-CONTROLLER TO INCREASE REVENUE AND APPROPRIATIONS AND MAKE THE NECESSARY FINANCIAL TRANSACTIONS IN ACCORDANCE WITH THE ATTACHED FINANCIAL TRANSFER FORM
3. SUBMIT A CERTIFIED COPY OF THE MINUTE ORDER AUTHORIZING THE CONTRACT.

FISCAL
IMPACT:

The total reimbursement to Stanislaus County for this weed management program contract is \$28,348; \$11,858 for the current fiscal year and \$16,485 for Fiscal Year 2001/02. Reimbursement for this fiscal year consists of payment for vouchers paid to growers for weed management activities, purchase of a computer for mapping of weed infestations, and reimbursement to the Public Works department for costs incurred for weed control. Reimbursement for Fiscal Year 2001/02 consists of payment for vouchers paid to growers for weed management activities, salary (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2001-463

On motion of Supervisor Blom , Seconded by Supervisor Mayfield
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: *Christine Ferraro*
Deputy

File No.

APPROVAL OF WEED MANAGEMENT CONTRACT FOR FISCAL YEARS 2000/01 AND 2001/02 WITH THE CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

Page 2

FISCAL IMPACT: funds for an extra-help Agricultural Assistant I and educational brochure publication costs. It is requested that new revenue and expenditure accounts be increased by \$11,858 for Fiscal Year 2000/01 and by \$16,485 for Fiscal Year 2001/02 to reflect this contract. State reimbursement will match Stanislaus County's expenditures.

DISCUSSION: Locally, invasive weeds such as the Yellow Star Thistle, cause damage to valuable plants, crops and livestock. Noxious weeds, which extract nutrients and water from their surrounding environment, grow rapidly and spoil adjacent areas when left uncontrolled.

Stanislaus County Department of Agriculture is working cooperatively with San Joaquin and Merced Counties along with other private and governmental agencies through the Northern San Joaquin Valley Weed Management Area. The group has developed an Integrated Weed Management Plan for contracting with the California Department of Food and Agriculture to implement a work plan for the control of noxious and invasive weeds. Stanislaus County's portion of the plan is reflected in this contract. Monies expended for weed control cover Stanislaus County only, however we will share brochures and computer time with other members of the Weed Management Area. Some resources, such as GPS (Global Position System) units, will be purchased under other contracts by Merced or San Joaquin counties and shared with us.

Our contract involves three components, one for private landowners and another that reimburses Stanislaus Public Works for a portion of costs incurred in this fiscal year for Yellow Star thistle control work along public rights of ways. There is also a mapping element that documents the areas of infestation in the county, and an educational piece that consists of outreach to the public through the printing and distribution of brochures. Contract reimbursement for these activities is \$11,858 for the current fiscal year and \$16,485 for Fiscal Year 2001/02 for a total amount of \$28,348. It is requested that the Agricultural Commissioner's Revenue and Appropriations be adjusted to reflect this new state contract.

The Weed Management Area program has the potential to play an important part in the protection of valuable agricultural and recreational land in Stanislaus County. It is anticipated that funding for the program will be available for at least two more years

POLICY ISSUE: Approval of the Weed Management contract is consistent with the Board Priorities for a Safe and Healthy Community and represents Multi-Jurisdictional Cooperation and Protection of Economic Development.

STAFFING IMPACT: Work performed under the proposed contract will be completed by one additional extra-help Agricultural Assistant I. All other work performed under this contract will be completed by existing staff.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**

BUDGET JOURNAL SCREEN

Budget Organization: **Stanislaus Budget Org 01000010100 (AG COMMISSIONER)**
 Budget: **LEGAL BUDGET**
 Accounting Period From: **Jul-00**
 To: **Jun-01**



BATCH SCREEN

Journal Batch: **BO --**
 Category: **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 5	AMOUNT	
1	0100	0010100	23192				11,858.00	INCREASE REVENUE - Weed Contract
2	0100	0010100	60117				11,858.00	INCREASE APPROPRIATIONS - Weed
3							.0	Program Costs
4							.0	
5							.0	
6							.0	
7							.0	
8							.0	
9							.0	
10							.0	
11							.0	
12							.0	
13							.0	
14							.0	
15							.0	
16							.0	
17							.0	
18							.0	
19							.0	
20							.0	
21							.0	
22							.0	
23							.0	
24							.0	
25							.0	
Totals							23,716.00	

Explanation: Increase Revenue and Appropriations due to new State contract for Weed Management.

Requesting Department	CEO	Auditors Office Only	
<i>Donald D. Lopez</i> Signature	<i>Patricia Thomas</i> Signature	Prepared By	Admin Approval (\$75K+)
<u>6-6-01</u> Date	<u>6/12/01</u> Date	<u>[Signature]</u> Date	<u>6-27-01</u> Date

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**



BUDGET JOURNAL SCREEN

Budget Organization: **Stanislaus Budget Org 01000010100 (AG COMMISSIONER)**
 Budget: **LEGAL BUDGET**
 Accounting Period From: **Jul-01**
 To: **Jun-02**

BATCH SCREEN

Journal Batch: **BO --**
 Category: **Budget**

Line	Coding Structure						Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT		
1	0100	0010100	23192				.0	16,485.00	INCREASE REVENUE - Weed Contract
2	0100	0010100	60117				.0	16,485.00	INCREASE APPROPRIATIONS - Weed
3							.0		Program Costs
4							.0		
5							.0		
6							.0		
7							.0		
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19							.0		
20							.0		
21							.0		
22							.0		
23							.0		
24							.0		
25							.0		
Totals								32,970.00	

Explanation: Increase Revenue and Appropriations due to new State contract for Weed Management.

Requesting Department		CEO	Auditors Office Only	
<i>Donald O. Lopez</i> Signature		<i>Patricia L. Morris</i> Signature		<i>[Signature]</i> Admin Approval (\$75K+)
<i>6-6-01</i> Date		<i>6/12/01</i> Date		<i>6-07-01</i> Date
		Prepared By		Date

DEPARTMENT OF FOOD AND AGRICULTURE

1220 N Street, Room 100
Sacramento, CA 95814



July 2, 2001

County of Stanislaus
3800 Corucopia Way, Suite B
Modesto, CA 95358

Attention: Pat Paul

Agreement Number: 00-0632

RECEIVED

JUL 05 2001

STANISLAUS COUNTY
DEPARTMENT OF AGRICULTURE

In an effort to streamline the way the State of California conducts business, the State has standardized current contracting procedures and formats. Unnecessary duplication of agreement language and documentation has been eliminated. Please note that the General Terms and Conditions (GTC) are not provided with the Standard Agreement, but are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, a hard copy may be requested by contacting the person listed below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized State agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call the contract analyst identified below.

Complete the following item(s) and return to the address stated above:

- Standard Agreement (STD 213) with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional single STD 213 enclosed and return for further processing.
- Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- Contractor Certification Clauses (CCC 201). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in this office and must be renewed every three (3) years and as changes occur. It is available on the Internet at the above site referenced in paragraph one. Please sign and return the current CCC. Failure to do so will prohibit the State of California from doing business with your company.
- A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California and which also includes the State of California, its officers, agents and employees as additional insureds.
- The attached Agreement is signed on behalf of the California Department of Food and Agriculture. Continue processing and when approved, return the original to this office.
- The attached fully executed Agreement is for your records. You are now authorized to provide the agreed upon services.
- A copy of the resolution, order or motion authorizing execution of this Agreement must be included.
- Initial all changes on the enclosed Agreement and return the same for further processing.

Lisa Macias, (916) 653-2607
Contracts Unit
Administrative Services

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER
00-0632

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 Stanislaus
2. The term of this Agreement is: February 1, 2001 through December 31, 2001
3. The maximum amount of this Agreement is: \$ 28,348.00
 Twenty-Eight Thousand Three Hundred Forty-Eight 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 – Workplan & Budget	12	Page(s)	
Exhibit B – Budget Detail and Payment	1	Page(s)	
* Exhibit C – General Terms and Conditions	GTC-201		Dated February 20, 2001
Exhibit D – Special Terms and Conditions	1	Page(s)	

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY
Leah S. Gray 6-11-01

*View at www.dgs.ca.gov/contracts

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus	
BY (Authorized Signature) <i>Pat Paul</i>	DATE SIGNED June 19, 2001
PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR – BOARD OF SUPERVISORS	
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95358	
STATE OF CALIFORNIA	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) <i>Sandi Conry</i>	DATE SIGNED 6/29/01
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS 1220 N STREET, ROOM 100 SACRAMENTO, CA 95814	
<input checked="" type="checkbox"/> Exempt per _____ DGS letter 28.4	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK/ WORKPLAN

1. County of Stanislaus shall perform services for control noxious and invasive weeds through mapping and education. Reports and invoices shall be submitted May 1, 2001, July 1, 2001, and October 1, 2001, and must reference the contract number.

The services shall be performed in accordance with the Northern San Joaquin Valley Weed Management Area Stanislaus County Integrated Weed Management Plan as included in this Exhibit and hereby made a part of this agreement.

The project manager for the California Department of Food and Agriculture is Steve Schoenig, CDFA, Integrated Pest Control Branch, 1220 N Street, Room A-357, Sacramento, CA 95814. His telephone number is (916) 654-0768.

**NORTHERN SAN JOAQUIN VALLEY WEED MANAGEMENT AREA
STANISLAUS COUNTY
INTEGRATED WEED MANAGEMENT PLAN**

This Integrated Weed Management Plan (IWMP) has been developed for contracting with CDFA to implement a collaborative integrated weed management work-plan for the control of noxious and invasive weeds under the SB1740 WMA support program.

Contact Information:

WMA Chairperson: Gary Stockel

Agricultural Commissioner: Mr. Donald Cripe

Stanislaus County Contact: Kevin Wright
Address: 3800 Cornucopia Way, Suite B
Modesto, CA 95358
Phone: (209) 525-4730
Fax: (209) 525-4790
E-mail: kevinw@mail.co.stanslaus.ca.us

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Northern San Joaquin Valley Weed Management Area **Integrated Weed Management Plan**

Introduction

The Northern San Joaquin Valley Weed Management Area (NSJWMA) includes all of Merced, Stanislaus, and San Joaquin Counties. This area consists mostly of cultivated land, grasslands, and oak woodland at elevations from sea level to approximately 4,000 feet elevation. Total land area is over 3 million acres. Approximately half of this land is rangeland, irrigated pasture, or undeveloped.

Ownership is primarily private with significant federal and state land (wildlife refuges, BLM, parks, reservoirs and other waterways).

In 1999, NSJWMA was established for the purpose of working cooperatively to prevent, control, and, if possible, eradicate noxious weeds in the three counties. Currently, there are over 26 signatories to the memorandum of understanding. The signatories include federal, state, county, and city agencies, special districts, reclamation districts, cooperative extension offices, pest control professionals, and private land owners. NSJWMA is currently operating under a Strategic Plan (1999-2005) which is updated annually. Key elements of the strategic plan are control projects, public education and outreach, inventory and mapping of infestations, and evaluation of effectiveness.

The Focus

The focus of this Integrated Weed Management Plan is to collaboratively perform integrated weed management activities specified in the NSJWMA Strategic Plan. Integrated weed management is a systems approach to management of undesirable plants. Integrated weed management is defined in the Federal Noxious Weed Act as a "system for the planning and implementation of a program, using an interdisciplinary approach, to select a method for containing or controlling undesirable plant species or groups of species using all available methods, including education, prevention, physical or mechanical methods, biological control agents, herbicide methods, cultural methods, and general land management practices." It is a multi disciplinary, ecological approach to managing unwanted plant species.

During 2001, the NSJWMA has decided to concentrate primarily on integrated management of yellow starthistle (YST) on public rights-of-way in the three counties. Key components will be public education about the YST problem, purchase of start-up equipment and first year survey of the YST infestation on public roads in the three counties, and augmentation of YST herbicide control programs currently underway by public agencies in the three counties.

I. Control

Integrated weed management of yellow starthistle (*Centaurea solstitialis*)

Yellow starthistle (YST) is widely distributed throughout the three counties in the NSJVVMA. Infestation levels range from trace amounts to very heavy amounts. As a general rule, the heavier infestations occur in agricultural areas of limited development, such as, rangeland and irrigated pastureland. Public roads and other rights-of-way adjacent to rangeland and irrigated pastureland also tend to be heavily infested with YST. NSJVVMA's long range plan is to establish YST control programs throughout our rangeland and pastureland areas. During this first year, NSJVVMA has decided to concentrate our YST control efforts along public rights-of-way as well as encourage adjacent landowners to begin control programs on their private property. As YST control along public rights-of-way progresses, NSJVVMA intends to provide funding in future years to private landowners.

The three county agricultural commissioner offices are all active in establishing, maintaining, and spreading available YST biological control agents in their counties. In addition, several state and federal agencies have active biological control programs on their lands for YST. These biological control activities will continue during this fiscal year as in-kind activities.

Objective 1–YST Control Project-Private Landowners ~~Since Stanislaus County Public Works is adequately funded for their roadside YST control program,~~ The Stanislaus County Department of Agriculture intends to initiate a YST control program on lands adjacent to roadsides that Public Works or Cal Trans crews currently spray and other rights of way that have the potential of spreading YST to unaffected lands. The program involves a commitment on the part of landowners for at least two thirds the cost of the chemical applications. For this reason the educational and promotional aspects of the project will be very important to the success of the program. The property operator receive reimbursement from Stanislaus county for one third the cost of a PCO's total charges or one third the cost of the chemical applied if weed control is performed by the applicant.

Action 1: Initiate year one of Yellow Star Thistle Weed Control Project for Private Landowners

Procedure: The property operator applies for the voucher at Stanislaus County Department of Agriculture. Stanislaus County Department of Agriculture Biologist/Inspector visits the applicant's property to prioritize the site and assure that YST is present. Once approved, the voucher is issued to the applicant. After the work is completed, the landowner sends a copy of the PCO's bill (or a copy of the chemical bill and pesticide use report, if doing the work himself), copy of the check, and the voucher. Stanislaus County rebates landowner one third of PCO's bill or one third the cost of the chemicals applied.

Choice of Treatment Method and Rationale: ~~Transline is the least costly and~~ most effective option for controlling heavy infestations of YST in the spring , other recommended chemicals may be used such as , 24-D amine or Glyphosate for late season treatments.

Task 1: Assessment of sites

County biologist will inspect sites to assure that YST is present, prioritize applications, issue vouchers and evaluate efficacy of the application. Success of treatment evaluated by quadrant sampling in at least 10% of the cases (before and after) and a visual percent cover estimate in all cases.

Evaluation 1: A log of hours will be recorded on a daily. A list of sites visited will be maintained. Records detailing acres treated, location, a copy of original bill will be submitted to clerical for processing.

Task 2: Treatments with recommended herbicide Transline to 1000 to 1200 acres
1/3 subsidized cost, 2/3 landowner

Cost of chemical Transline, ~~\$360.00 to \$390.00/ga~~
average treatment @ ~~6 oz/acre: \$16.88/A to \$18.28/acre~~ \$6.00 to \$19.00 /acre

Cost of application: \$0 (grower applied costs not subsidized) to \$30.00/acre (PCO applied)

Task 3: Evaluation of treatment

Agricultural Biologists will sample 10% of the sites using quadrant sampling and /or photo points to evaluate efficacy of the applications. Visual cover estimates will be made on all sites.(See task one).

Task 4: clerical processing of vouchers.

Appropriate files of landowner participation in the program will be maintained for five years including acres treated, location, a copy of the original bill, and rebate check. A list of the participants and the amount of rebate will be submitted with the invoice to the California Department of Food and Agriculture.

Budget: YST Control Project, Private Landowners, Stanislaus County

Objective, Action, Task	Date	FY 00/01 Cost	FY 01/02 Cost	In-Kind
Objective 1:				
Action 1: Establish Stanislaus County cost share program with private landowners				
Pretreatment assessment of properties. County Biologist (60 hrs @ \$18.09 + 37.49% benefits)	February - June 2001 September 2001	\$1,49210 <u>10 hrs</u> <u>\$250</u>	\$0 <u>50 hrs</u> <u>\$1242</u>	
Pretreatment assessment transportation	February - June 2001	\$0	\$0	TBD
Treatment with Transline -Herbicide 1/3 subsidized cost	March - May 2001	\$9,000 <u>\$1650</u>	<u>\$560</u>	<u>4420</u> In kind
Evaluation of treatments. County Biologist (15 hrs @ \$18.09 + 37.49% benefits)	June - July 2001	\$0	<u>\$373</u>	
Post-treatment assessment transportation	June - July 2001	\$0	\$0	TBD
Processing of payment vouchers	June - July 2001	\$0	\$0	TBD
Management and Supervision	February July 2001	\$2,804	\$700	TBD
Total:		<u>\$1,900</u>	<u>\$2,175</u>	<u>4420+</u> TBD

Objective 2:

Control YST along Stanislaus County rights of way using Stanislaus County public works crews, equipment and Transline herbicide.

Stanislaus County road crews control YST along county rights of way, annually applying eighty gallons of Transline. Additional funds are needed to expand the program along secondary roads and new sites where YST is established.

Action 1:

Provide funding for the purchase of an additional 20 gallons of Transline for The Stanislaus County Department of Public Works roadside YST control operation.

Task 1: Pretreatment survey by Stanislaus County Public works department.

Task 2: Transline application by Public Works

Task 3: Performance evaluation by Public works and Stanislaus County Department of Agriculture.

Through the mapping and inventory component and consultation between the two agencies, evaluate the effectiveness and complete the mapping of the treated areas.

<u>Objective 2 tasks</u>	<u>Date</u>	<u>FY 00/01 Cost</u>	<u>FY 01/02 Cost</u>	<u>In-kind</u>
<u>Pretreatment Roadside assessment by Stan Co. Public works</u>	<u>Ongoing</u>			<u>Inkind and incorporated into mapping and inventory plan</u>
<u>Purchase of additional 20 gallons of Transline for YST control</u>	<u>April 01</u>	<u>20 g @ 294/g \$5880</u>		
<u>Labor, fuel and machinery input for Roadside YST control by Stan Co Public Works</u>	<u>April-May</u>			<u>TBD</u>
<u>Post treatment evaluation by Stan Co. Public Works and Stan Co. D of A</u>	<u>July-August</u>			<u>Inkind and incorporated into mapping and inventory plan</u>
<u>total</u>		<u>5880</u>		

II. Education and Outreach

Education is one of the best tools in preventing introduction and limiting further spread of noxious and invasive weed species, locating previously unknown and remote noxious weed populations, and in rallying support for controlling and eradicating infested sites. Public awareness will be raised through demonstrations, personal contact, and brochures to help to identify noxious and invasive weed species and control of those species.

Objective 1: The NSJWMA will produce YST control brochures using existing University of California Cooperative Extension publications as the basis.

Action 1: Brochures will be distributed through Agricultural Commissioner Offices, University of California Cooperative Extension Offices, pest control dealer offices, public libraries, educational facility outreach programs, private and commercial applicator pest management update meetings, county fairs, and other means.

Project Evaluation 1: The number of brochures distributed will be recorded. Phone calls resulting from the brochures will be counted. Information received about noxious and invasive weed locations will be recorded for follow-up.

Objective 2: Develop and obtain materials for informational displays to be set up at county fairs, school fairs, presentations to elected officials, etc. This will provide excellent opportunities for NSJWMA members to demonstrate the importance of noxious and invasive weed species control. It will also provide opportunity to learn of new locations of infestations and recruit new participants.

Action 1: Digital photos will be obtained showing noxious and invasive weed species and the impacts they have on the productivity of land. These photos and appropriate text will be assembled into posters which can then be displayed. As much as possible, NSJWMA will provide in-kind personnel to present information and answer questions about noxious weed species.

Project Evaluation 1: Logs will be kept which will show the number of interested persons, feedback received, and in-kind hours expended.

Objective 3: The education and outreach committee of NSJWMA will liaison with CDFA to provide information to keep our website information current. Information about upcoming meetings, displays, and outreach activities will be posted.

Action 1: Regularly supply CDFA with current NSJWMA information. Include access information in brochures, posters, and displays described in Objectives 1 and 2.

Project Evaluation 1: Hours will be logged along with the information supplied to CDFA.

Objective, Action, Task	Date	FY 00/01 Cost	FY 01/02 Cost	In-Kind
Objective 1				
Action 1: YST Control Pamphlet				
Staff participation	April 2001	\$0	\$0	TBD
Duplication of Pamphlet	May 2001 <u>September</u> <u>2001</u>	\$3,000	<u>3000</u>	
Objective 2				
Action 1: Develop display material				
Staffing at Events	Various	\$0	\$0	TBD
Objective 3				
Action 1: Update Webpage Info				
Staff participation	Various	\$0	\$0	TBD
Total:		\$3,000	\$3000	TBD

III. Mapping and Inventorying

The Northern San Joaquin Valley Weed Management Area (NSJWMA) believes that a strategic and long-term approach to noxious and invasive weed control is based on solid knowledge of the distribution of weeds in our 3 counties. To work towards accomplishing our NSJWMA Strategic Plan (1999-2005), we propose to use SB1740 money for the purchase of four Global Position System (GPS) units and to hire seasonal employees to map and inventory yellow starthistle (YST) along roadsides. Other noxious weeds will be recorded while GPS mapping YST for inventorying at a latter date. A central repository of the data for the 3 counties will be created.

Roadsides are considered to be the major vector in the spread of YST onto private and public lands, thus both sides of roads within our counties will be surveyed and mapped. Knowing the location and extent of YST (our highest priority weed species) through mapping and inventorying will allow for the appropriate control strategy. Mapping where YST is not found is just as important as recording where it is found. Outlier populations of YST are important to identify because they may be easier to eradicate or stop further spread.

The items described below are only one part of the NSJWMA Strategic Plan. This geographic information system (GIS) Project is part of a California-wide Noxious Weed Program coordinated by CDFA. All data will be in accordance with the mapping guidelines outlined by that Program. Data for the NSJWMA will be obtained from many sources, including the GPS Weed Mappers. They will focus on areas prioritized by the NSJWMA which do not have survey data already or areas that need to be re-surveyed.

Objective 1: Purchase 4 GPS units, to accomplish Objective 2.

Action 1: The NSJWMA will purchase two educator 2-packs Trimble Geo Explorer 3 units with software and manuals in May 2001.

Evaluation: These units are consistent with the CDFA Noxious Weed Information Project. By partnering with University of California Cooperative Extension offices, reduced price educational units will be purchased. By doing this, we will be able to purchase 4 units at the reduced price for only a little more cost than purchasing 3 units individually at the regular price.

Objective 2: Hire seasonal employees (Weed Mappers) from within the 3 counties to map YST using a GPS. Each employee will work from one of the County Agriculture offices. A central repository of their data will be managed by each employee with oversight from the Mapping and Inventory Committee.

Action 1: The NSJWMA will hire and train Weed Mappers and establish a work area in each County Agriculture Department Office.

Evaluation 1: Work areas are established and employees are hired.

Action 2: Gather existing digital data for each County to be included in the central repository.

Evaluation 2: A bi-weekly progress report to the Mapping and Inventory Committee.

Action 3: Survey and map roadsides previously not surveyed to be included in the central repository.

Evaluation 3: A log of hours and work conducted will be recorded daily. Maps will be made on a weekly basis of the areas surveyed illustrating the level of YST infestation.

III Mapping And Inventory.

Objective, Action, Task	Date	FY 00/01 Cost	FY 01/02 Cost	In-Kind
Objective 1:				
Action 2: Establish central computer for NSJVWMA mapping and inventory database				
Purchase central NSJVWMA computer	April 2001 June	\$3,000	\$0	
Staff Technical Support	April - June <u>July-</u> <u>September</u> <u>2001</u>	\$0	\$0	TBD
Action 3: Roadside YST mapping in Stanislaus County				
Roadside mapping of YST infestations. Hire Weed Warrior (480 hours @ \$11.14 11.70/hr + 5.2% benefits)	April - July <u>July-</u> <u>September</u> <u>2001</u>	\$3,750	\$1,875 <u>\$5908</u>	
Transportation (6000 miles @ \$0.31/mi)	April - July July- September 2001	\$1,240	\$620 <u>\$1860</u>	
Cell phone for employee	April - July July- September 2001	\$50	\$25 <u>\$75</u>	
Staff Technical Support 160 hrs @11.70 +5.2% benefits	April - June July -October 2001	\$0	<u>1969</u>	TBD
Management and Supervision	April - June 2001	\$0	\$980	TBD
Total:		\$8,040 <u>\$3,000</u>	<u>\$9,812</u>	TBD

IV. BUDGET SUMMARY

STANISLAUS COUNTY DEPARTMENT OF AGRICULTURE

I. Control Projects, Stanislaus County.

A. Budget: YST Control Project, Private landowners, Stanislaus County

Objective, Action, Task	Date	FY 00/01 Cost	FY 01/02 Cost	In-Kind
Objective 1:				
Action 1: Establish Stanislaus County cost share program with private landowners				
Pretreatment assessment of properties. County Biologist (60 hrs @ \$18.09 + 37.49% benefits)	February - June 2001	\$1,492 10 <u>10 hrs</u> <u>\$250</u>	\$0 <u>50 hrs</u> <u>\$1242</u>	
Pretreatment assessment transportation	February - June 2001	\$0	\$0	TBD
Treatment with Transline -Herbicide 1/3 subsidized cost	March - May 2001	\$9,000 <u>\$1650</u>	<u>\$560</u>	<u>4420+ TBD</u>
Evaluation of treatments. County Biologist (15 hrs @ \$18.09 + 37.49% benefits)	June - July 2001	\$0	<u>\$373</u>	
Post-treatment assessment transportation	June - July 2001	\$0	\$0	TBD
Processing of payment vouchers	June - July 2001	\$0	\$0	TBD
Management and Supervision	February - July 2001	\$2,804	<u>\$700</u>	TBD
Total:		<u>\$1,900</u>	<u>\$2,175</u>	<u>\$4,420 + TBD</u>

I. Control Projects, Stanislaus County.

**B. Budget: YST Control Project, roadside control
Stanislaus County Public Works**

<u>Objective, Action, Task</u>	<u>Date</u>	<u>FY 00/01 Cost</u>	<u>FY 01/02 Cost</u>	<u>In-kind</u>
<u>Pretreatment Roadside assessment by Stan Co. Public works</u>	<u>Ongoing</u>			<u>Inkind and incorporated into mapping and inventory plan</u>
<u>Purchase of additional 20 gallons of Transline for YST control</u>	<u>April 01</u>	<u>20 g @ 294/g \$5880</u>		
<u>Labor, fuel and machinery input for Roadside YST control by Stan Co Public Works</u>	<u>April-May</u>			<u>TBD</u>
<u>Post treatment evaluation by Stan Co. Public Works and Stan Co. D of A</u>	<u>July-August</u>			<u>Inkind and incorporated into mapping and inventory plan</u>
<u>total</u>		<u>5880</u>		

II: Education and Outreach, Stanislaus County

<u>Objective, Action, Task</u>	<u>Date</u>	<u>FY 00/01 Cost</u>	<u>FY 01/02 Cost</u>	<u>In-Kind</u>
Objective 1				
Action 1: YST Control Pamphlet				
Staff participation	April 2001			TBD
Duplication of Pamphlet	May 2001 September 2001	\$3,000	\$3000	
Objective 2				
Action 1: Develop display material				
Staffing at Events	Various			TBD
Objective 3				
Action 1: Update Webpage Info				
Total Staff participation	Various			TBD
Total:		\$3,000	\$3000	TBD

III. Mapping and Inventory

Objective, Action, Task	Date	FY 00/01 Cost	FY 01/02 Cost	In-Kind
Objective 1:				
Action 2: Establish central computer for NSJWMA mapping and inventory database				
Purchase central NSJWMA computer	April 2001 <u>June 2001</u>	\$3,000	\$0	
Staff Technical Support	<u>July-September 2001</u>			TBD
Action 3: Roadside YST mapping in Stanislaus County				
Roadside mapping of YST infestations. Hire Weed Warrior (480 hours @ \$11.14/hr + 5.2% benefits)	April-July <u>July-September 2001</u>	\$3,750	\$1,875 <u>\$5908</u>	
Transportation (6000 miles @ \$0.31/mi)	April-July <u>July-September 2001</u>	\$1,240	\$620 <u>\$1860</u>	
Cell phone for employee	April-July <u>July-September 2001</u>	\$50	\$25 <u>\$75</u>	
Staff Technical Support 160 hrs @ \$11.70 + 5.2% benefits	April-June July -October 2001	\$0	<u>1969.35</u>	TBD
Management and Supervision	April-June 2001	\$0	\$980	TBD
<u>Total Mapping and Inventory</u>		\$8,040 <u>\$3,000</u>	\$2,520 <u>9,812.35</u>	TBD

IV. Grand Total Budget

	<u>Dates</u>	<u>FY 00/01</u> <u>Cost</u>	<u>FY 01/02</u> <u>Cost</u>	
<u>Total before</u> <u>Management and</u> <u>supervision</u>		<u>\$10,780</u>	<u>14,987</u>	
<u>Overhead/indirect</u> <u>costs</u>	<u>2/01-12/01</u>	<u>1,078</u>	<u>1,498</u>	
<u>Total</u>		<u>11,858</u>	<u>16,485</u>	

TOTAL FY 00/01 ~~\$25,082~~ 11,858
TOTAL FY 01/02 ~~\$ 3,266~~ 16,485
TOTAL BUDGET ~~\$28,343~~ 28,343

Stanislaus County Department of Agriculture will invoice on May 1, June 30, and October 1, and December 31, 2001.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Steve Schoenig
California Department of Food & Agriculture
Integrated Pest Control Branch
1220 N Street, Room A-357
Sacramento, CA 95814

2. Budget Contingency Clause

- A. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS, GTC-201

PLEASE NOTE: This page is not included with the final agreement. The General Terms and Conditions are included in this agreement by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the agreement amount is over \$5,000.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.