

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

DEPT: AGRICULTURAL COMMISSIONER *Ronald O. Cripe* BOARD AGENDA # \*B-1  
Urgent      Routine XX AGENDA DATE October 2, 2001  
CEO Concurs with Recommendation YES ph NO      4/5 Vote Required YES      NO ✓  
(Information Attached)

SUBJECT:

APPROVAL OF FISCAL YEAR 2001/02 CONTRACTS WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE, CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION AND THE UNITED STATES DEPARTMENT OF AGRICULTURE

STAFF RECOMMENDATIONS:

1. APPROVE AND AUTHORIZE THE CHAIR TO SIGN THE FOLLOWING FISCAL YEAR 2001/02 CONTRACTS:
  - A. EGG QUALITY
  - B. PEST DETECTION
  - C. PESTICIDE USE ENFORCEMENT
  - D. PESTICIDE APPLICATION REPORTING
  - E. MARKETPLACE SURVEILLANCE
  - F. HIGH RISK PEST EXCLUSION
  - G. WEED MANAGEMENT
  - H. GLASSY-WINGED SHARPSHOOTER
  - I. WILDLIFE SERVICES

(Continued on Page 2)

FISCAL IMPACT:

The following contracts reimburse the County for the expenses of these programs:

A.	Egg Quality	\$ 24,500
B.	Pest Detection	64,221
C.	Pesticide Use Enforcement	115,333
D.	Pesticide Application Reporting	53,700
E.	Marketplace Surveillance	4,234
F.	High Risk Pest Exclusion	32,909
G.	Weed Management	3,000

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2001-742

On motion of Supervisor Simon , Seconded by Supervisor Blom  
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:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF FISCAL YEAR 2001/02 CONTRACTS WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE, CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION AND THE UNITED STATES DEPARTMENT OF AGRICULTURE

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STAFF RECOMMENDATIONS:

(Continued)

2. DIRECT THE AUDITOR-CONTROLLER TO INCREASE ESTIMATED REVENUE AND APPROPRIATIONS AND MAKE THE NECESSARY FINANCIAL TRANSACTIONS IN ACCORDANCE WITH THE ATTACHED FINANCIAL TRANSFER FORM.

FISCAL IMPACT:

(Continued)

- H. Glassy-Winged Sharpshooter \$ 444,379

It is requested that revenue and appropriations for Glassy-Winged program expenditures be increased in the amount of \$203,243 for Fiscal Year 2001/02 to reflect the additional contract amount granted by the state. The original estimate included in the Fiscal Year 2001/02 Budget was in the amount of \$241,136 and an adjustment is therefore requested to reflect the total contract amount of \$444,379. State reimbursement will match Stanislaus County's expenditures.

The following represents an expenditure of budgeted County General Funds:

- I. Wildlife Services \$ 32,100

DISCUSSION:

- A. Egg Quality Control:

(California Department of Food and Agriculture)

This contract provides reimbursement for enforcement of egg quality standards. This includes retail monitoring, wholesale inspection, wirebasket enforcement and surveillance of eggs to USDA standards. The egg quality agreement has been in effect for many years. It provides industry funds for what has been paid fully by county general funds in the past. The contract amount is \$24,500.

- B. Pest Detection:

(California Department of Food and Agriculture)

Pest prevention is a critical, long-term program. Detection trapping is a vital part of the prevention effort. Our most serious pests are not native to this area but have been introduced and allowed to gain a foothold. The trapping program targets pests with the most serious potential, such as Medfly. If we detect incipient infestations, we can eradicate them before they become established. We have been involved in this program for a number of years. This effort is of enormous benefit to the County's agriculture. The contract amount is \$ 64,221.

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C. Pesticide Use Enforcement:

(California Department of Pesticide Regulation)

This agreement provides reimbursement for enforcement of pesticide regulations adopted under Chapter 308, Statutes of 1978. The pesticide regulatory program has been in place for many years. This contract partially pays for increased activity mandated in 1978. Other sources of revenues for the pesticide program include: Mill Tax on pesticide sales; partial Pesticide Dealers License Rebate; Registration Fees for Pest Control Operators, Pest Control Advisors, and Pilots; and various other contracts such as Pesticide Use Reporting and Residue Monitoring. The total contract amount is \$115,333.

D. Pesticide Application Reporting

(California Department of Pesticide Regulation)

Since Fiscal Year 1990/91, the California Department of Pesticide Regulation has contracted with Stanislaus County for the electronic submittal of Pesticide Use Reports. Under this program, Stanislaus County receives the Pesticide use Reports and enters the data in a format which is readily accessible to the State. The current contracts provide that information on both agricultural and non-agricultural chemical usage will be available to the State of California.

In 1996/97, this program was expanded to include CEDTS (California Electronic Data Transfer System). This system allows growers and pest control operators to electronically submit their required paperwork directly to the counties. The counties then review this data and electronically submit it to the Department of Pesticide Regulation. As a result, paperwork is vastly reduced. Stanislaus County currently has CEDTS in place, however, other counties still need to implement this system. A portion of the contract amount includes travel time and salary expense for our Systems Coordinator, Gordon Sweeny, to provide the necessary technical support to other counties, enabling them to activate CEDTS. The total contract amount is \$53,700.

E. Marketplace Surveillance

(California Department of Pesticide Regulation)

This contract provides funds to the Agricultural Commissioner's Office for pesticide residue sampling. The residue sampling program was enhanced several years ago in response to public concern about food safety. Under the terms of this contract, samples are taken of raw, dried, or processed commodities known to have been treated with a specific pesticide. The samples are collected at the time of harvest and are delivered to the California Department of Pesticide Regulation for analysis. Very few samples contain any residues in violation of safety standards. The safety of our food supply is evidenced by this effort. Work performed is paid for on a sample-by-

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Marketplace Surveillance (Continued)

sample basis. For the current fiscal year, 48 samples are scheduled at a reimbursement rate of \$88.21 per sample. The total contract amount is \$4,234.

F. High Risk Pest Exclusion

(California Department of Food and Agriculture)

Inspectors with the Office of the Agricultural Commissioner have been performing pest exclusion inspection activities for years. In fiscal year 1999/00, the State of California began providing funding to the counties to enhance high-risk pest exclusion activities. This contract enhances the department's routine inspections by putting a greater emphasis on high-risk shipments at terminals (such as UPS and Federal Express) flea markets, exotic fruit markets and incoming truck and moving van shipments. A "high-risk" shipment is one where a high degree of likelihood exists that one or more serious plant pests will be introduced into the state or county by movement or entry of the shipment. This inspection process strives to ensure the detection and exclusion of plant pests and/or plant pathogens which have been determined to be serious and/or have the potential for causing severe damage to the state or county agricultural industry, natural resources or the environment. The contract amount is \$32,909.

G. Weed Management

(California Department of Food and Agriculture)

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.

In March of 2001, the Stanislaus County Board of Supervisors approved the Weed Management Area contract for Fiscal Year 2000/01 in the amount of \$3,000. Since not all the weed management activities were performed during Fiscal Year 2000/01 due to time constraints, the state has extended the reimbursement through Fiscal Year 2001/02 with this contract amendment. 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. The Weed Management Area program has the potential to play an important part in the protection of

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Weed Management (Continued)

valuable agricultural and recreational land in Stanislaus County. The contract amount is \$ 3,000.

H. Glassy-Winged Sharpshooter

(California Department of Food & Agriculture)

The Agricultural Commissioner's Office has developed an action plan to combat the detrimental effect of the Glassy-Winged Sharpshooter (GWSS) and the associated destructive Pierce's disease. Retail nurseries, wholesale nurseries as well as urban and rural locations are monitored for the presence of the Glassy-Winged Sharpshooter. This contract provides for the supplies and personnel services required to continue an ongoing detection program. The Glassy-Winged Sharpshooter program and contract are critical for the protection of the agricultural industry in our County.

In the previous fiscal year, Stanislaus County received reimbursement in the amount of approximately \$400,000. The contract for Fiscal Year 2001/02 reimburses Stanislaus County in the amount of \$444,379 for Glassy-Winged Sharpshooter program costs and activities. Since the projected Fiscal Year 2001/02 Budget estimate for revenue and appropriations in the GWSS program was \$241,136, it is requested that the Agricultural Commissioner's Revenue and Appropriations be adjusted to reflect this increased state contract. The contract allows for the continued operation of the GWSS program which includes 12 extra-help Agricultural Assistants and necessary field, office and computer equipment and supplies, and associated training expenses.

I. Wildlife Services

(United States Department of Agriculture)

This agreement provides for animal damage management on properties within Stanislaus County. Efforts are made to reduce, terminate and prevent predation and damage to livestock, crops and other property caused by damaging birds and mammals. This work is accomplished by a Wildlife Specialist employed by the U.S. Department of Agriculture.

The total cost for one staff year for the Wildlife Specialist is \$64,200. The County cooperative share is \$32,100. Funds have been budgeted so that the services of the Specialist can be devoted full-time to Stanislaus County, thus enhancing the quality of service provided to our customers. The total County General Fund commitment amounts to \$ 32,100.

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POLICY ISSUE:

Approval of these contracts will enable the Agricultural Commissioner's Office to oversee and enforce programs which protect the public as well as the agricultural industry and is consistent with the Board Priority for a Safe and Healthy Community and represents Multi-Jurisdictional Cooperation and Protection of Economic Development

STAFFING IMPACT:

No additional permanent staff will be necessary. The Glassy-Winged Sharpshooter contract allows for the hiring of 12 extra-help Agricultural Assistants.

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**

**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	Proj	Account	(G/L Proj)	Obj	Misc	AMOUNT		
1	0100	0010100	23111				.0	203,243.00	INCREASE REVENUE - GWSS Contract
2	0100	0010100	50000				.0	159,241.00	INCREASE APPROPRIATIONS - Salaries
3	0100	0010100	60400				.0	2,000.00	INCREASE APP- Communications
4	0100	0010100	61680				.0	3,000.00	INCREASE APP- Comm. Equip
5	0100	0010100	62600				.0	2,000.00	INCREASE APP- Office Supplies
6	0100	0010100	62601				.0	1,000.00	INCREASE APP- Office Safety Equip
7	0100	0010100	62840				.0	2,000.00	INCREASE APP- Computer Software
8	0100	0010100	62860				.0	1,000.00	INCREASE APP- Office Equipment
9	0100	0010100	62861				.0	3,000.00	INCREASE APP- Computer Equipment
10	0100	0010100	62980				.0	3,000.00	INCREASE APP- Exp Computer Equip
11	0100	0010100	62990				.0	3,000.00	INCREASE APP- Exp Equip
12	0100	0010100	63287				.0	15,000.00	INCREASE APP- Contracts Agency Help
13	0100	0010100	65500				.0	1,000.00	INCREASE APP- Small Tools/Instruments
14	0100	0010100	66170				.0	1,000.00	INCREASE APP- Training Materials
15	0100	0010100	66180				.0	1,000.00	INCREASE APP- Conf and Seminars
16	0100	0010100	67040				.0	5,000.00	INCREASE APP- Other Travel
17	0100	0010100	67200				.0	1,002.00	INCREASE APP- Utilities
18							.0		
19							.0		
20							.0		
21							.0		
22							.0		
23							.0		
24							.0		
25							.0		
<b>Totals</b>								<b>406,486.00</b>	

Explanation: Increase Revenue and Appropriations due to State contract for Glassy-Winged Sharpshooter Program.

Requesting Department		CEO		Auditors Office Only	
Signature	Signature	Prepared By	Admin Approval (\$75K+)		
9/20/01	9/24/01	9/21/01			
Date	Date	Date			Date

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER
01-0025

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: July 1, 2001 through June 30, 2002

3. The maximum amount of this Agreement is: **\$ 24,500.52**  
Twenty-Four Thousand Five Hundred Dollars and Fifty-Two Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- |  |         |         |                         |
|--|---------|---------|-------------------------|
| Exhibit A – Scope of Work<br>Attachment 1 – 4 pages            | 5       | Pages   |                         |
| Exhibit B – Budget Detail and Payment<br>Attachment 1 – 1 page | 2       | Pages   |                         |
| * 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  
*Heidi S. May 5/14/01*

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

<b>CONTRACTOR</b>	<b>CALIFORNIA Department of General Services Use Only</b>
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 <i>10-2-01</i>
PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR - BOARD OF SUPERVISORS	
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95358	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) <i>Sandi Conry</i>	DATE SIGNED <i>10/12/01</i>
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 SAM 1215	



**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Pursuant to the California Food and Agriculture code (Article 4 and 5, Sections 27551 through 27566), and the California Code of Regulations (Title 3, Division 3, Chapter 1, Subchapter 3, Sections 1351 through 1358.5), CDFA and the County of Stanislaus hereby create an Agreement whereby CDFA will disburse funds, provided in this agreement to the County for costs incurred in Egg Quality Control activities.
2. The services shall be performed at various locations in the County of Stanislaus.
3. The project representatives during the term of this agreement will be:

State Agency: CA Department of Food and Agriculture	Contractor: County of Stanislaus
Name: Heather Spencer	Name: Donald O. Cripe Agricultural Commissioner
Phone: (916) 654-0800	Phone: ( )
Address: 1220 N Street, Sacramento, CA 95814	Address: 3800 Cornucopia Way, Suite B Modesto, CA 95358

4. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

**AGREEMENT BETWEEN  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)  
EGG QUALITY CONTROL PROGRAM AND  
COUNTY AGRICULTURAL COMMISSIONER (County)  
2001/2002**

**I. AGREEMENT**

- (a) Pursuant to the California Food and Agricultural code and the California Code of Regulations, 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 Egg Quality Control activities.

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

- (a) This Agreement is effective and binding from July 1, 2001 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 upon submission of completed Form 9s, as appropriate for the following functions:
- 1) Retail inspection; 2) Production inspection; 3) Wholesale inspection; 4) Wirebasket Enforcement (production only).
- (b) Disbursements will be made in four block payments: For work completed from July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- (c) Federal surveillance shall be paid at actual cost in accordance with federal guidelines consistent with cost recovery guidelines provided by the federal government. Payments will be made upon submission of completed quarterly "Surveillance Report", PY 156, PY 76, and PY 76-1.
- (d) Penalties: Any penalty imposed by the County for violations of the laws shall remain in the County imposing the penalty.

#### IV RESPONSIBILITIES

The State shall:

- (a) Coordinate the training and technical supervision of inspectors/biologist employed by the County.
- (b) Provide the County with inspection forms, noncompliance books, worksheets, hold-off-sale tapes, Report Form 9s, PY 76, PY 76-1 and PY 156s.
- (c) Provide for the collection of the necessary fees from the egg industry or through the Federal Trust Fund.

The County shall:

- (a) Maintain work records for each inspector/biologist on a daily basis, showing service performed under this Agreement together with copies of egg inspection worksheets that show the quality of eggs inspected, eggs rejected, and the number of 100 egg samples inspected. Copies of the worksheet will be given to the plant management after each inspection.
- (b) Submit completed Forms 9s (monthly), quarterly "Surveillance Report", PY 156, PY 76, and PY 76-1 during the first month following the quarter for which the charges accrue.
- (c) Maintain all records for a period of three years after final payment.
- (d) Permit the State to inspect such books, records, accounts, and other materials relevant to this Agreement.
- (e) Furnish the necessary inspection equipment, transportation, office space, supplies, and support services for carrying out the inspection work under this Agreement.
- (f) Use only Federally-licensed personnel to inspect eggs for USDA surveillance.

The State and County agree:

- (a) Quarterly payments in arrears will be made as outlined in the Assigned Work Activity Display for production, wholesale, retail inspections, and wirebasket enforcement.
- (b) To receive the maximum payments for production, wholesale and retail inspections, the minimum number of 100 egg samples must be inspected. If the minimum number of 100 egg samples are not inspected by the end of each quarter for production and wholesale, and by the end of the fiscal year for retail inspection, payments will be made at the specified rate per sample.

*Attachment 1*

- (c) The appropriate State or Federal supervisor may observe the actual inspection of eggs in the County at any time where work is being done under this Agreement.
- (d) All certified and/or licensed inspectors shall adhere to the California Codes, Egg Inspection Manual, Shell Egg Regulatory Inspectors Handbook, and program enforcement policies.
- (e) State and County personnel will keep each other informed of issues pertaining to inspections made pursuant to this Agreement.
- (f) In the performance of services, the State shall be responsible for any liability resulting from negligent or wrongful acts or omissions of its officers, agents, and employees, and the County shall likewise be responsible for their acts or omissions.
- (g) This Agreement may be canceled in part if funding by the USDA for federal surveillance is terminated. Payment shall be made for work performed up to this effective date.
- (h) That if the Budget of the current year and/or any subsequent years covered under this contract 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 County or to furnish any other considerations under this Agreement, and the county shall not be obligated to perform any provisions of the Agreement.

## **V FEDERAL SURVEILLANCE**

- (a) The Federal supervising inspector will issue federal licenses to such qualified inspectors as may be employed by the County for federal surveillance work.
- (b) Inspections performed under this Agreement are to determine compliance with USDA standards. Except as provided in (c) below, these inspections performed may not be claimed under (Production, Wholesale, and Retail Inspections and Wirebasket Enforcement).
- (c) Inspections that comply with USDA standards but fail State standards shall be rejected for failing to meet State standards. Rejected lots may be claimed under production egg inspection.

## **VI WIREBASKET ENFORCEMENT**

- (a) The County shall perform wirebasket enforcement, which will be conducted at the same time that production inspections take place.
- (b) To receive maximum payments for wirebasket enforcement, the minimum number of 100 egg samples must be inspected by the County at the time of production.

- (c) The State shall also pay for wirebasket enforcement that necessitates additional hours (rounding to the nearest half hour).

These are:

- (1) Hours spent conducting wirebasket related office hearings; and/or
  - (2) Hours spent performing wirebasket inspections where five or more noncompliances have been served to any one handler.
- (d) Payments for additional hours will be included in the quarterly payments.

**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 and completed Form 9s, as appropriate for the following functions:

- 1) Retail inspections; 2) Production inspections; 3) Wholesale inspections; 4) Wirebasket Enforcement (production only),

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 quarterly in arrears to:

California Department of Food and Agriculture  
Heather Spencer  
Inspection Services, FVEQC  
1220 N Street  
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.

C. See Funding and Inspection Display – Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, Attachment 1

**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.

County of Stanislaus  
 Funding and Inspection Display  
 STATE ENFORCEMENT/FEDERAL SURVEILLANCE

Agreement No. 01-0025  
 Exhibit **B**  
*Attachment 1*

**RETAIL INSPECTION**

Minimum 100 egg samples to be inspected	0
Funding per 100 egg samples	\$18.46
Maximum funding	<u>\$0.00</u>

**PRODUCTION INSPECTION**

Minimum 100 egg samples to be inspected	804.00
Quarterly 100 egg samples to be inspected	201
Quarterly funding	\$2,988.87
Funding per 100 egg samples	\$14.87
Maximum funding	<u>\$11,955.48</u>

**WHOLESALE INSPECTION**

Minimum 100 egg samples to be inspected	392
Quarterly 100 egg samples to be inspected	98
Quarterly funding	\$1,457.26
Funding per 100 egg samples	\$14.87
Maximum funding	<u>\$5,829.04</u>

**WIREBASKET ENFORCEMENT  
 (To be performed while inspecting 100 egg  
 samples at production only)**

Funding for wirebasket enforcement performed during each 100 egg samples inspection at production only	\$4.00
Quarterly funding (based on the number of quarterly 100 egg samples performed at production inspection only)	\$1,196.00
Maximum funding	<u>\$3,216.00</u>

**FEDERAL SURVEILLANCE**

USDA Surveillance Registrants	3
Four (Quarterly) Visits Per Year	12
USDA Surveillance Hatchery Registrants	5
One Visit Per Year	5
Total Visits	17
<b>EST. TOTAL FEDERAL SURVEILLANCE</b>	<u><b>\$3,500.00</b></u>

**TOTAL FUNDING**

Total State Enforcement	<u>\$21,000.52</u>
Total Federal Surveillance	<u>\$3,500.00</u>
<b>TOTAL</b>	<u><u><b>\$24,500.52</b></u></u>

**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](http://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.

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER
01-0071

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: July 1, 2001 through June 30, 2002
3. The maximum amount of this Agreement is: \$ \$64,221.00  
 Sixty Four Thousand Two Hundred Twenty-One Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:


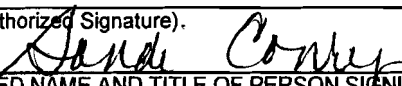
Exhibit A – Scope of Work	5	Page(s)	
Exhibit B – Budget Detail and Payment	2	Page(s)	
* Exhibit C – General Terms and Conditions	GTC-201		Dated February 20, 2001
Exhibit D – Special Terms and Conditions	1	Page(s)	

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL

BY Leah S. Gray 9-11-01

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

<b>CONTRACTOR</b>	<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus	
BY (Authorized Signature) 	DATE SIGNED 10-2-01
PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR - BOARD OF SUPERVISORS	
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95355	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) 	DATE SIGNED 10/12/01
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**

1. Contractor agrees to provide to California Department of Food and Agriculture trapping services as described herein:

County will provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California.

2. The services shall be performed in the County of Stanislaus.
3. The services shall be provided during the period of July 1, 2001 through June 30, 2002.
4. The project representatives during the term of this agreement will be:

<b>State Agency:</b>	<b>Contractor:</b>
Name: George Loughner	Name: Donald O. Cripe
Phone: (916) 654-1211	Phone: (209) 525-4730
Fax: (916) 654-0555	Fax: (209) 525-4790

Direct all inquiries to:

<b>State Agency</b>	<b>Contractor:</b>
Section/Unit: Pest Detection Emergency Projects	Section/Unit: County Agricultural Commissioner
Attention: George Loughner	Attention: Donald O. Cripe
Address: 1220 N Street, Room A-330 Sacramento, CA 95814	Address: 3800 Cornucopia Way, Suite B Modesto, CA 95355
Phone: (916) 654-1121	Phone: (209) 525-4730
Fax: (916) 654-0555	Fax: (209) 525-4790

5. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

October 31, 2001, and April 1, 2002, to June 30, 2002.

- E. Ensure that melon fly traps are serviced every 14 days; July 1, 2001, to October 31, 2001, and June 1, 2002, to June 30, 2002.
- F.\* Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days; July 1, 2001, to August 30, 2001, and June 1, 2002, to June 30, 2002, or as determined by the CDFA District Entomologist. Gypsy moth traps located in remote areas may be placed in the spring and recovered in the fall with no interim servicing.
- G. Send trapping personnel to training provided by state detection entomologists.
- H. Make a monthly report to the State on Form 66-035 (Rev. 6/94) (Pest Detection Report Number 1) of all traps deployed and serviced during the month. Report all traps added or removed, and the total number of servicings during the month. Do not count trap relocation as "removed" and then "added". A servicing is an inspection of the trap for the presence of the target pest. **THIS REPORT MUST BE SUBMITTED WITH THE MONTHLY INVOICE FOR THE SAME TIME PERIOD.**
- I. Provide one set of trapping records for all traps. This set, in the form of a "trapbook", will indicate the exact trap location using a site map and all information regarding servicing, baiting, and relocation of traps.
- J. Maintain county wall maps gridded into numbered square miles, depicting density of all traps deployed.
- K. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines including any specified county commitment trap lines.
- L. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- M. Maintain an inventory of all known fruit fly host sites. The inventory shall be organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.
- N. Maintain on a daily basis a form 60-210 (Daily Trapping Summary) for each trapper. This form will be made available to the district entomologist for review for an 18-month period. The multiple map trap card system will suffice this inventory.
- O. Submit a completed form 60-223 (Trapping Hours/Year Worksheet) along with the budget display for each fiscal year trapping program. Form 60-223 will be prepared by using the Standard Trap Servicings per season form.
- P. Those counties generating Dibrom treated wicks (Oriental fruit fly and Melon fruit fly detection traps) will possess a CAI number issued by the California Environmental Protection Agency.

\* The trapping period in portions of mountainous or northern counties may differ from that

FY '2001/2002

EXHIBIT <sup>A</sup>  
COUNTY OF Stanislaus  
AGREEMENT NO. 01-0071

TRAP	<u>COUNTY COMMITMENT TRAPS</u>	<u>CONTRACTED TRAPS</u>	<u>TOTAL TRAPS</u>
MEDFLY	40	403	443
MC PHAIL	0	0	0
ORIENTAL FF	0	109	109
MELON FF	0	109	109
GYPSY MOTH	85	93	178
JAPANESE BEETLE	72	102	174
trap totals	197	816	1013



**STANISLAUS COUNTY**

**DEPARTMENT OF AGRICULTURE  
AND WEIGHTS AND MEASURES**

3800 Cornucopia Way Suite B  
Modesto, California 95358  
(209)525-4730 Fax (209)525-4790

EXHIBIT B  
COUNTY OF STANISLAUS  
AGREEMENT NO. 01-0071

**PEST DETECTION TRAPPING BUDGET**

FY 2001/2002

A.	PERSONNEL	
1.	CONTRACTED SALARIES (includes benefits and overhead)	\$80,184.72
2.	STAFF BENEFITS AND OVERHEAD (included above)	
	TOTAL	\$80,184.72
A.	SUPPLIES	\$ 500.00
B.	VEHICLE OPERATION	\$9,591.40
	<i>ACTUAL CONTRACT VALUE</i>	\$90,276.12
	TOTAL CONTRACT AMOUNT REQUESTED	\$64,221.00
	<i>ADDITIONAL NET COUNTY COST*</i>	\$26,055.12

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.

AGREEMENT NUMBER 00-0041	AMENDMENT NUMBER 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
- The term of this Agreement is: July 1, 2000 through June 30, 2001
- The maximum amount of this Agreement is: \$ 65,471.00  
 Sixty-Five Thousand Four Hundred Seventy-One Dollars and No Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The amount of this agreement is increased by \$1,250.00 for a total not to exceed \$65,471.00.

The scope of work is amended to allow the county to detect and/or locate agricultural pests not known to be in the county. The \$1,250.00 will cover additional supplies (devices) which may be similar to, but not be limited to geographic information system, global positioning systems, communication devices, etc. or other items to aid in pest prevention.

RECEIVED

NOV 02 2001

APPROVED AS TO FORM

MICHAEL H. KRAUSNICK

COUNTY COUNSEL

BY Leah S. Mery

DATE 3-10-01

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus		
BY (Authorized Signature) <u>Pat Paul</u>	DATE SIGNED (Do not type) 3/13/01	
PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR OF THE BOARD OF SUPERVISORS		
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95358		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) <u>Sandi Conry</u>	DATE SIGNED (Do not type) 3/20/07	
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



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (NEW 02/98)

AGREEMENT NUMBER <b>01-0120C</b>	AMENDMENT NUMBER
-------------------------------------	------------------

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

STATE AGENCY'S NAME  
 DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME  
 STANISLAUS COUNTY

2. The term of this Agreement is: **JULY 1, 2001-JUNE 30, 2002**

3. The maximum amount of this Agreement is: **115333** One hundred fifteen thousand three hundred thirty-three dollars

RECEIVED

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4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	<u>3</u>	Pages(s)
Exhibit B - Budget Detail and Payment Provision	<u>1</u>	Pages(s)
* Exhibit C - General Terms and Conditions	<u>GTC201</u>	<u>2/01</u>
	(Number)	(Dated)
Exhibit D - Special Terms and Conditions	<u>N/A</u>	Pages(s)
Exhibit E - Additional Provisions	<u>N/A</u>	Pages(s)

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL  
 BY *Linda S. May 9-14-01*

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) STANISLAUS COUNTY		Approved by Secretary/CEO Per memorandum dated Oct. 28, 1994
BY (Authorized Signature) <i>Pat Paul</i>	DATE SIGNED 10-2-01	
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 PESTICIDE REGULATION		NOV 29 2001 DEPT OF GENERAL SERVICES <i>[Signature]</i> <input type="checkbox"/> Exempt per
BY (Authorized Signature) <i>Paul E. Helliker</i>	DATE SIGNED 11/19/01	
PRINTED NAME AND TITLE OF PERSON SIGNING PAUL E. HELLIKER, DIRECTOR		
ADDRESS 1001 "I" STREET P.O. Box 4015 SACRAMENTO, CA 95812-4015		
STATE OF CALIFORNIA		

SCOPE OF WORK

1. This agreement is entered into by and between the Department of Pesticide Regulation (DPR), Pesticide Enforcement Branch, P.O. Box 4015, Sacramento, California 95812-4015 and Stanislaus County, 3800 Cornucopia Way, Suite B, Modesto, California 95358, for enforcement permit regulations according to the California Code of Regulations based on work years involved.
2. The Director will subvent to the County a sum of money for increased cost involved in implementing and enforcing pesticide permit regulations established by the California Code of Regulations, Title 3, Division 6, Chapter 2, Subchapter 4, Article 3, Section 6428. County will be reimbursed for enforcing permit regulations according to the CCR based on work years and workload involved.
3. The project coordinators during the term of this Agreement will be:

Department of Pesticide Regulation  
Attention: Lynn Owen  
Pesticide Enforcement Branch  
P.O. Box 4015  
Sacramento, CA 95812-4015  
(916) 445-3851  
FAX: (916) 445-3907

Stanislaus County  
Attention: Donald O. Cripe  
3800 Cornucopia Way, Suite B  
Modesto, CA 95358  
(209) 525-4730  
FAX: (209) 525-4789

Evaluation of Restricted Materials Permit

The county shall:

1. Verify completeness of information.
2. Locate application site(s). For example, on county map, aerial photo, or map supplied by the grower. (Site = no larger than the farm operator's contiguous property; no smaller than one crop location.)
3. Evaluate surrounding areas that could be adversely impacted such as residential areas, waterways, schools, etc.
4. Decide if standard county permit conditions are adequate for each site. Add any necessary permit conditions by site.
5. If, in the county agricultural commissioner's judgement, adequate special permit conditions do not exist, determine the feasibility of alternatives. If there are feasible alternatives, deny permit.
6. Inform permittee of Notice of Intent (NOI) requirements, safety information series requirements, availability of pest management guides, and pesticide use reporting requirements.
7. Issue permit or deny with cause.

Review of Notices of Intent

The county shall:

1. Read or listen to all NOIs submitted, using the following criteria for evaluation, and compare against the permit if necessary.
  - a. Locations of the application.
  - b. Environmental conditions have changed since the permit was issued (local knowledge or specified in NOI).

- c. Individual has a history of noncompliance.
- d. Should this NOI be included in the five percent annual monitoring?

Preapplication Site Inspection

The county shall:

1. Select sites for inspection from those NOIs identified during review.
  - a. Compare against permit.
  - b. Determine if proposed application will be in compliance with permit conditions.
2. At the site, determine if environmental conditions are as described in permit/NOI.
3. Determine basis for application:
  - a. What is the basis?
  - b. Is pest a logical or expected one?
  - c. Is pest consistent with permit?
  - d. If written recommendation was made, was method of determining need acceptable?

Field evaluation of pest condition necessary only when 3(a) through (d) show a problem or when the pest control operator's compliance history warrants.

4. If environmental conditions are different, or if basis for application is inadequate, amend permit or stop application.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: 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.

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Pesticide Regulation  
Enforcement Branch  
Attn: Lynn Owen  
P.O. Box 4015  
Sacramento, CA 95812-4015

2. BUDGET CONTINGENCY CLAUSE: 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.

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.

Payment under this agreement shall be quarterly in arrears upon submission and approval of an itemized invoice, identified with Agreement Number sent to the above address.

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.

BUDGET

Personnel Years: 3  
5,328 hours at \$21.65

AGREEMENT NUMBER <b>01-0046C</b>	AMENDMENT NUMBER
-------------------------------------	------------------

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

STATE AGENCY'S NAME  
 DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME  
 STANISLAUS COUNTY

2. The term of this Agreement is: **JULY 1, 2001 THROUGH JUNE 30, 2002** **NOV 09 2001**

3. The maximum amount of this Agreement is: **53700** **Fifty-three thousand seven hundred dollars and no cents**

**RECEIVED**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	<u>16</u>	Pages(s)
Exhibit B - Budget Detail and Payment Provision	<u>1</u>	Pages(s)
* Exhibit C - General Terms and Conditions	<u>GTC201</u>	(Number)
Exhibit D - Special Terms and Conditions	<u>N/A</u>	Pages(s)
Exhibit E - Additional Provisions	<u>N/A</u>	Pages(s)

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL  
 BY *Linda S. May 9/10/01*

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

		<b>CALIFORNIA    Department of General Services    Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>STANISLAUS COUNTY</b>		Approved by Secretary/CEO Per memorandum dated Oct. 28, 1994  DEPARTMENT OF GENERAL SERVICES APPROVAL NOT REQUIRED PER DGS EXEMPTION LETTER
BY (Authorized Signature) <i>Pat Paul</i>	DATE SIGNED <i>10-2-01</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>PAT PAUL, CHAIR - BOARD OF SUPERVISORS</b>		
ADDRESS <b>3800 CORNUCOPIA WAY, SUITE B          MODESTO CA 95358</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME DEPARTMENT OF PESTICIDE REGULATION		<input type="checkbox"/> Exempt per
BY (Authorized Signature) <i>Joanne Payan</i>	DATE SIGNED <i>11/5/01</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JOANNE PAYAN, ASSISTANT DIRECTOR</b>		
ADDRESS <b>1001 "I" STREET          P.O. Box 4015          SACRAMENTO, CA 95812-4015</b>		

**SCOPE OF WORK**

1. This agreement is entered into by and between the Department of Pesticide Regulation (DPR), Pest Management and Licensing Branch (PM&L) and Stanislaus County.
2. Contractor shall provide electronic submittal of pesticide use reporting records, which also includes pesticide use reports. Stanislaus County shall provide data to the department on floppy disks, via electronic mail, or the Internet which shall meet the criteria outlined on the following pages of Exhibit A.
3. The project coordinators during the term of this agreement will be:

Department of Pesticide Regulation  
Pest Mgt. & Licensing Branch  
Attn: Ria Spencer  
1001 "I" Street  
Sacramento, CA 95812-4015  
(916) 445-4104  
FAX (916) 445-3907

Stanislaus Co. Ag. Comm.  
Attn: Donald O. Cripe  
3800 Cornucopia Way, Suite B  
Modesto, CA 95358  
(209) 525-4730  
FAX (209) 525-4790

In the best interests of the State, and under authority of the Director, the Department of Pesticide Regulation (DPR), Pest Management & Licensing (PML) Branch and the County of Stanislaus agree to the following:

All pesticide use records submitted to the County shall be reviewed against the grower's current permit and shall be reviewed for accuracy of the information. After said review, the County shall submit to DPR, all production agriculture and monthly summary pesticide use report applications for the period July 1, 2001 through June 30, 2002 meeting the data requirements as stated herein on a monthly basis. (CalTrans data should not be sent by the County to avoid duplication.)

Data must be submitted on either 3-1/2" or 5-1/4" floppy disks or via electronic mail or the Internet. A summary of the number of records contained on each file must be included. Each file shall be clearly identified with the following information -- county name, application month and year, file name, number of records, and if it is being sent on a disk it must also include the disk number.

For both production agriculture and monthly summary data, the file name shall consist of eight (8) characters: the first position will be a letter; the second and third positions shall be the county number; the fourth and fifth positions shall be the batch number; the sixth and seventh positions shall be the application year; and the eighth position is the disk sequence number.

Each file shall include data for one calendar year only. Data for overlapping years may be on a single disk, but each year shall be in a separate file and labeled appropriately.

Data must be readable by MS DOS version 2.11 or greater.

Data must be submitted in a flat or ASCII file.

Data must be in the format provided by PML, as identified in this exhibit.

Commodity codes must be from the 'Most Common Commodity Codes' list as provided by PML and identified in this exhibit. As necessary, changes will be made to this list and copies will be forwarded to the County.



All submissions will be verified by PML. A summary of the accepted data and a listing of the rejected applications will be sent to the County for review. Rejected submissions shall be corrected and resubmitted on hardcopy to PML. It is understood by PML that not all rejected submissions are correctable due to product label language vs the label database, and this will be taken into consideration for tracking purposes. Verifications may include, but are not limited to the following:

- any appropriate correction to the invalid record
- request to delete the record
- statement that a NOV was issued
- statement of compliance with the label (this will be verified by PML)

Contracts for the 2001/2002 FY are based on the average number of applications submitted in 1998 and 1999. (Contracts for the next fiscal year will be based on the average of 1998 through 2000 applications; and, subsequent contracts will be based on a three-year average also.) This number times 30 cents is the amount of the contract. Under this agreement, equal quarterly payments will be made in arrears upon receipt and approval of invoice as stated below. If it is noted that a county is deficient in sending PUR data, payment will be withheld until receipt of said data.

- ▶ 1st payment will be one fourth of the contract amount payable by January 1 of the year following the applications for July, August, and September
- ▶ 2nd payment will be one fourth of the contract amount payable by April 1 of the year following the applications for October, November, and December
- ▶ 3rd payment will be one fourth of the contract amount payable by June 15 of the same year following the applications for January, February, and March
- ▶ 4th payment will be one fourth of the contract amount payable by September 1 of the same year following the applications for April, May, and June.

The County shall maintain and make available for audit by the state all records pertaining to this contract for a period of three years after the payment of each apportionment received as a result of this agreement.

This agreement shall be effective for the period beginning July 1, 2001 and terminating June 30, 2002.

This agreement may be amended or canceled upon written mutual consent, upon thirty (30) days written notice.

The total amount of this agreement shall not exceed \$53,700.

Department of Pesticide Regulation--Pest Management & Licensing Branch  
External Interface Data Format  
Job Report (39-025/33-126X) (Type A), Rev. December, 1998

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (A).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
RESERVED	1	X	14	Reserved for expansion--code as '0'.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	
TOWNSHIP	2	N	19 - 20	
TSHIP_DIR	1	X	21	'N', 'S'.
RANGE	2	N	22 - 23	
RANGE_DIR	1	X	24	'E', 'W'.
BASE_LN_MER	1	X	25	'H', 'M', 'S'.
AER_GND_IND	1	X	26	'A', 'G', 'O'
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	County assigned code for field.
ACRE_PLANTED	8	N	47 - 54	9(6)V(2).
UNIT_PLANTED	1	X	55	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
APPLIC_DT	6	N	56 - 61	MMDDYY format.
SITE_CODE	6	N	62 - 67	From "Most Common Commodity Codes" list.
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'.
DOCUMENT_NO	8	N	113 - 120	Document sequence number within batch.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_TM	4	N	125 - 128	Military time, zero fill if none reported.

- Please Note:**
1. Document number field should be numeric only.
  2. Line item field should be numeric only.
  3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not \_\_20.
  4. COMBINATION OF FIELDS: BATCH\_NO + DOCUMENT\_NO + SUMMARY\_CD MUST BE UNIQUE WITHIN A FILE/DISK.

Department of Pesticide Regulation--Pest Management & Licensing Branch  
 IV-95 Output Data Format  
 Monthly Production Agriculture Summary (33-017) (Type B), Rev. December, 1998

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (B).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Report month.
REPORT_YEAR	2	N	12 - 13	Report year.
RESERVED	1	X	14	Reserved for expansion--code as '0'.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	
TOWNSHIP	2	N	19 - 20	
TSHIP_DIR	1	X	21	'N', 'S'.
RANGE	2	N	22 - 23	
RANGE_DIR	1	X	24	'E', 'W'.
BASE_LN_MER	1	X	25	'H', 'M', 'S'.
AER_GND_IND	1	X	26	'A', 'G', 'O'
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	County assigned code for field.
ACRE_PLANTED	8	N	47 - 54	9(6)V(2).
UNIT_PLANTED	1	X	55	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
APPLIC_DT	6	N	56 - 61	MMDDYY format.
SITE_CODE	6	N	62 - 67	From "Most Common Commodity Codes" list.
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'.
DOCUMENT_NO	8	N	113 - 120	Document sequence number within batch.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_TM	4	N	125 - 128	Military time. Zero fill if none reported.

- Please Note:**
1. Document number field should be numeric only.
  2. Line item field should be numeric only.
  3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not \_\_20.
  4. COMBINATION OF FIELDS: BATCH\_NO + DOCUMENT\_NO + SUMMARY\_CD MUST BE UNIQUE WITHIN A FILE/DISK.

Department of Pesticide Regulation--Pest Management & Licensing Branch

Output Data Format

Monthly Summary (30-060) (Type C), Rev. December, 1998

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (C).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
NURSERY_IND	1	X	14	N/A for this form.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	N/A for this form.
TOWNSHIP	2	N	19 - 20	N/A for this form.
TSHIP_DIR	1	X	21	N/A for this form.
RANGE	2	N	22 - 23	N/A for this form.
RANGE_DIR	1	X	24	N/A for this form.
BASE_LN_MER	1	X	25	N/A for this form.
AER_GND_IND	1	X	26	N/A for this form.
GROWER_ID	11	X	27 - 37	See Type A. (Required if no LICENSE_NO.)
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	N/A for this form.
ACRE_PLANTED	8	N	47 - 54	N/A for this form.
UNIT_PLANTED	1	X	55	N/A for this form.
APPLIC_DT	6	N	56 - 61	MMDDYY input format (use "01" for day). MMDDYY output format.
SITE_CODE	6	N	62 - 67	From "Most Common Commodity Codes" list (if SITE_CODE < 100, do not report ACRE_TREATED and UNIT_TREATED).
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'
DOCUMENT_NO	8	N	113 - 120	Batch sequence number or press #.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_CNT	6	N	125 - 130	Number of applications.
LICENSE_NO	13	X	131 - 143	Applicator License #. (Required if no GOWER_ID)

- Please Note:**
1. Document number field should be numeric only.
  2. Line item field should be numeric only.
  3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not \_\_20.
  4. COMBINATION OF FIELDS: BATCH\_NO + DOCUMENT\_NO + SUMMARY\_CD MUST BE UNIQUE WITHIN A FILE/DISK.

Department of Pesticide Regulation--Pest Management & Licensing Branch  
Output Data Format

**Monthly Summary Count of Applications (39-060) (Type D), Rev. December, 1998**

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (D).
PROCESS_DT	4	N	2- 5	MMYY out.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
NURSERY_IND	1	X	14	N/A for this form
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	N/A for this form.
TOWNSHIP	2	N	19 - 20	N/A for this form.
TSHIP_DIR	1	X	21	N/A for this form.
RANGE	2	N	22 - 23	N/A for this form.
RANGE_DIR	1	X	24	N/A for this form.
BASE_LN_MER	1	X	25	N/A for this form.
AER_GND_IND	1	X	26	N/A for this form.
GROWER_ID	11	X	27 - 37	N/A for this form.
CEDTS_IND	1	X	38	N/A for this form.
SITE_LOC_ID	8	X	39 - 46	N/A for this form.
ACRE_PLANTED	8	N	47 - 54	N/A for this form.
UNIT_PLANTED	1	X	55	N/A for this form.
APPLIC_DT	6	N	56 - 61	N/A for this form.
SITE_CODE	6	N	62 - 67	N/A for this form.
QUALIFY_CD	2	N	68 - 69	N/A for this form.
PLANTING_SEQ	1	N	70	N/A for this form.
ACRE_TREATED	8	N	71 - 78	N/A for this form.
UNIT_TREATED	1	X	79	N/A for this form.
MFG_FIRMNO	7	N	80 - 86	N/A for this form.
LABEL_SEQ_NO	5	N	87 - 91	N/A for this form.
REVISION_NO	2	X	92 - 93	N/A for this form.
REG_FIRMNO	7	N	94 - 100	N/A for this form.
AMT_PRD_USED	10	N	101 - 110	N/A for this form.
UNIT_OF_MEAS	2	X	111 - 112	N/A for this form.
DOCUMENT_NO	8	N	113 - 120	N/A for this form.
LINE_ITEM	4	N	121 - 124	N/A for this form.
APPLIC_CNT	6	N	125 - 130	Number of applications.

- Please Note:**
1. Document number field should be numeric only.
  2. Line item field should be numeric only.
  3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not \_\_20.
  4. COMBINATION OF FIELDS: BATCH\_NO + DOCUMENT\_NO + SUMMARY\_CD MUST BE UNIQUE WITHIN A FILE/DISK.

Department of Pesticide Regulation--Pest Management & Licensing Branch  
Use Report Data--**Key Data Instructions**, Rev. December, 1998

<b>Variable</b>	<b>Description and Coding Instructions</b>
RECORD_ID	Document type to identify edit criteria for documents. For electronic data, Job Report (39-125/33/126x) is coded as type 'A' and Monthly Agricultural Summary (33-017) is coded as type 'B'.
PROCESS_DT	Month and Year document processed. This is the month the document is encoded and validated. Format is MMYYY.
BATCH_NO	Identify batched groups of documents for a particular month. Four digit code is divided into county number and a two-digit sequence number. This allows up to 100 batches to be processed each month for a county.
REPORT_MONTH	Month of application. This is optional for record type 'A' but is required for record type 'B'. this field and the next are keyed from the boxes for Month(1) and Year(2) on the 33-017.
REPORT_YEAR	Year of application. This is optional for record type 'A' but is required for record type 'B'.
COUNTY_CD	County code number. the assigned numeric code for the county.

**The following fields refer to the location information on the Pesticide Use Report as Township/Range/Section (TRS) data.**

SECTION	Section number in which pesticide was applied. This is a two-digit numeric field, range 1 - 36.
TOWNSHIP	Township number: two digits, range 1 - 43.
TSHIP_DIR	Single character direction indicator for township. Valid values are 'N' and 'S'.
RANGE	Range number: two digits, range 1 - 47.
RANGE_DIR	Single character direction indicator for range. Valid values are 'E' and 'W'.
BASE_LN-MER	Single character for reference origin for TRS data. Valid values are 'H', 'M', and 'S'.
AER_CND_IND	Indicator for application. Listed as 'A' (air), 'G' (ground), or 'O' (other).
GROWER_ID	County defined code for grower. Field cannot be blank for record types 'A' and 'B' (Required for type 'C' if no LICENSE_NO is entered.) Format: CC YY CC XXXXX CC - reporting county YY - application year CC - county of origin XXXXX - five-digit grower/permit number
CEDTS_IND	Indicator for California Electronic Data Transfer System (CEDTS). Valid values are 'E' or ' ' (blank).

<b>Variable</b>	<b>Description and Coding Instructions</b>
SITE_LOC_ID	Code assigned by county for field identifier for grower. Field cannot be blank
ACRE_PLANTED	Total number of units for the location identified by SITE_LOC_ID. Alternate units may be used for applications which do not allow reporting in acres.
UNIT_PLANTED	Single character code to identify the type of units reported in the ACRE_PLANTED field. Valid values include 'A' (acres), 'T' (tons), 'S' (square feet), 'C' (cubic feet), 'K' (thousand cubic feet), 'U' (miscellaneous units).
APPLIC_DT	Date of application. Format is MMDDYY. Reject is month greater than 12, day greater than last day of the subject month, or year is prior to 1990.
SITE_CODE	Numeric code for commodity/site. Must be consistent with Department's list of site codes. It is checked to ensure it is on the site code table and on the product label.
QUALIFY_CD	Numeric code for special qualification of use for SITE_CODE. Code as zero if not used.
PLANTING_SEQ	Numeric sequence for multiple plantings in single field. Code as zero if not used.
ACRE_TREATED	Total number of units treated at the location identified by SITE_LOC_ID. Alternate units may be used for applications which do not allow reporting in acres.
UNIT_TREATED	Single character code to identify the type of units reported in the ACRE_TREATED field. Valid values include 'A' (acres), 'T' (tons), 'S' (square feet), 'C' (cubic feet), 'K' (thousand cubic feet), 'U' (miscellaneous units).

**The following four fields comprise the product registration number. MFC\_FIRMNO and LABEL\_SEQ\_NO make up the EPA Reg. No. REVISION\_NO is the alphabetic revision code assigned by the Department. REC\_FIRMNO is the subregistration number, if present. The registration number is valid if a current or inactive product is on file.**

MFG_FIRMNO	Numeric seven digits.
LABEL_SEQ_NO	Numeric five digits.
REVISION_NO	Alphabetic two characters.
REC_FIRMNO	Numeric seven digits. Code as zero if not used.
AMT_PRD_USED	Reported number of units used. Ten digits with implied four decimals.
UNIT_OF_MEAS	Two character code to identify type of units reported used. Valid values include 'GA' (gallons), 'QT' (quarts), 'PT' (pints), 'LB' (pounds), 'OZ' (ounces), 'KG' (kilograms), and 'GR' (grams), 'LI' (liters), 'ML' (milliliters).
LICENSE_NO	PCO license number. (Required for type 'C' records only...needed if GROWER_ID is blank.)

<b>Variable</b>	<b>Description and Coding Instructions</b>
DOCUMENT_NO	Numerical sequence for document within batch. This is used to identify separate documents. Must be numeric and cannot be blank or zeros.
LINE_ITEM	Sequence number for application within the document. This allows identification of a particular application for error correction.
APPLIC_TM	Numeric four digits. Time of application (military time)
LICENSE_NO	PCO license number. (Required for type 'C' records only...needed if GROWER_ID is blank.)



Commodity Codes by Name

Rev. 11/99

AIRPORT	67001-00	BRUSSEL SPROUT SEED	13006-04
ALFALFA	23001-00	BUSHBERRY	1023-00
ALFALFA SEED	23001-04	CABBAGE	13007-00
ALFALFA SPROUT	15021-00	CABBAGE SEED	13007-04
ALMOND	3001-00	CACTUS LEAF	13048-00
ANIMAL PREMISE	61001-00	CACTUS PEAR	6028-00
ANISE	8004-00	CANOLA (Rape)	28051-00
ANISE SEED	8004-04	CANTALOUPE	10002-00
APPLE	4001-00	CARDON	13032-00
APRICOT	5001-00	CARROT	29111-00
ARRUGULA	13056-00	CARROT FOR/FOD	23025-00
ARTICHOKE	13018-00	CARROT PROCESS	29111-89
ARTICHOKE SEED	13018-04	CARROT SEED	29111-04
ASPARAGUS	16002-00	CASABA MELON	29122-10
ASPARAGUS SEED	16002-04	CASHEW	3003-00
AVOCADO	28000-00	CASTORBEAN	27001-00
BAMBOO SHOOT	13051-00	CASTORBEAN SEED	27001-04
BANANA	6002-00	CATTLE	52003-00
BARLEY	29103-00	CAULIFLOWER	13008-00
BARLEY FOR/FOD	22008-00	CAULIFLOWER PROC	13008-89
BARLEY SEED	29103-04	CAULIFLOWER SEED	13008-04
BEAN DRIED	15001-00	CELERIAC	14004-00
BEAN DRIED SEED	15001-04	CELERY	29113-00
BEAN LIMA	15003-10	CELERY SEED	29113-04
BEAN SPROUT	15013-00	CHAYOTE	10030-00
BEAN SUC SEED	15003-04	CHERIMOYA	6030-00
BEAN SUCCULENT	15003-00	CHERRY	5002-00
BEAN UNSPEC SEED	28001-04	CHERVIL	13055-00
BEAN UNSPECIFIED	28001-00	CHESTNUT	3004-00
BEEHIVE	61008-00	CHICKEN	55001-00
BEEF	29109-00	CHICORY	28034-00
BEEF FOR/FOD	23036-00	CHINESE GREENS	13999-00
BEEF SEED	29109-04	CHINESE GREENS SD	13999-04
BERMUDAGRASS	22017-00	CHIVE	14005-00
BERMUDAGRASS SEED	22017-04	CHIVE SEED	14005-04
BEVERAGE CROP	7000-00	CHRISTMAS TREE	30005-00
BIRDSFT TREEFOIL	23011-00	CILANTRO	13501-00
BLACKBERRY	1002-00	CITRUS	2000-00
BLDS/NON-AG OUTDR	67003-00	CLOVER	23003-00
BLUEBERRY	1009-00	CLOVER SEED	23003-04
BOAT/PIER	69000-00	COCONUT	28004-00
BOK CHOY LSE LF	13502-00	COLE CROP	13004-00
BOYSENBERRY	1003-00	COLLARD	13009-00
BROCCOLI	13005-00	COLLARD SEED	13009-04
BROCCOLI PROCESS	13005-89	COMM FUMIGATION	90-00
BROCCOLI SEED	13005-04	COMM PUMIG/PARK	90-20
BRUSSEL SPROUT	13006-00	CORN FOR/FOD	22005-00

**Commodity Codes by Name**

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CORN HUMAN CONSUMP	29119-00	GF-DEC. SHRUB	151-37
CORN HUMAN SEED	29119-04	GF-DEC. TREE	151-38
COTTON	29121-00	GF-EVG. SHRUB	151-39
COTTON FOR/FOD	23005-00	GF-EVG. TREE	151-40
COTTON PIMA	29121-10	GF-FERN	151-41
COTTON SEED	29121-04	GF-FLOWER SEED	151-44
COTTONSEED OL	27003-00	GF-FLOWERING PLANT	151-42
COUNTY AG COMM	60-00	GF-FLOWERING TREE	151-43
CRANBERRY	1010-00	GF-FOLIAGE PLANT	151-45
CRENSHAW MELON	29122-11	GF-GROUND COVER	151-46
CUCUMBER	10010-00	GF-HOUSE PLANT	151-47
DAIKON	14023-00	GF-ICEPLANT	151-48
DAIRY EQUIPMENT	60000-00	GF-IVY	151-49
DANDELION GREEN	13014-00	GF-JUNIPER	151-50
DATE	6004-00	GF-PALM	151-51
DEWBERRY	1004-00	GF-PINE TREE	151-52
DILL	8015-00	GF-ROSE	151-53
DITCH BANK	65021-00	GF-SUCCULENT	151-54
DRIED FRUIT	43026-00	GF-TURF	151-55
DUCK	55002-00	GF-VINE	151-56
EGG	55501-00	GINGER	8019-00
EGGPLANT	11001-00	GOOSEBERRY	1013-00
ENDIVE (ESCAROLE)	13015-00	GP-AZALEA	153-30
ENDIVE SEED	13015-04	GP-BULB	153-31
FENNEL	28008-00	GP-CACTUS	153-32
FIBER CROP	21000-00	GP-CARNATION	153-33
FIG	6005-00	GP-CHRSTMS TREE	153-34
FLAX	28009-00	GP-CHRYSANTHMUM	153-35
FLAX SEED	28009-04	GP-CONIFER	153-36
FOOD PROC PLANT	71000-00	GP-DEC. SHRUB	153-37
FORAGE HAY/SILAGE	22000-00	GP-DEC. TREE	153-38
FOREST, TIMBERLAND	30000-00	GP-EVG. SHRUB	153-39
FRUIT, DRIED	43026-00	GP-EVG. TREE	153-40
FRUIT(SMALL) & BERRY	1000-00	GP-FERN	153-41
FUMIGATION, OTHER	91-00	GP-FLOWER SEED	153-44
FUMIG/OTHER/PARK	91-20	GP-FLOWERING PLANT	153-42
GAI CHOY LOOSE LF	13509-00	GP-FLOWERING TREE	153-43
GAI LON TIGHT HD	13903-00	GP-FOLIAGE PLANT	153-45
GARLIC	14007-00	GP-GROUND COVER	153-46
GF-AZALEA	151-30	GP-HOUSE PLANT	153-47
GF-BULB	151-31	GP-ICEPLANT	153-48
GF-CACTUS	151-32	GP-IVY	153-49
GF-CARNATION	151-33	GP-JUNIPER	153-50
GF-CHRSTMS TREE	151-34	GP-PALM	153-51
GF-CHRYSANTHMUM	151-35	GP-PINE TREE	153-52
GF-CONIFER	151-36		

## Commodity Codes by Name

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GP-ROSE	153-53	HOPS	8020-00
GP-SUCCULENT	153-54	HORSE	56005-00
GP-TURF	153-55	HORSERADISH	28011-00
GP-VINE	153-56	HORSERADISH SEED	28011-04
GRAIN	28078-00	HOSPITAL	74000-00
GRANARY	46502-00	HOUSEHOLD	63000-00
GRAPE	29141-00	INDUSTRIAL SITE	77000-00
GRAPE, RAISIN	29141-89	JICAMA	14024-00
GRAPE, WINE	29143-00	JICAMA SEED	14024-04
GRAPEFRUIT	2002-00	JOJOBA BEAN	27018-00
GRAPEFRUIT PROC	2002-89	KALE	13011-00
GRASS SEED	28066-00	KALE SEED	13011-04
GREENHOUSE FUMI	61006-00	KIWI	6018-00
GT-AZALEA	155-30	KOHLRABI	13012-00
GT-BULB	155-31	KOHLRABI SEED	13012-04
GT-CACTUS	155-32	KUMQUAT	2003-00
GT-CARNATION	155-33	LANDSCAPE MAIN	30-00
GT-CHRSTMS TREE	155-34	LANDSCAPE/PARK	30-20
GT-CHRYSANTHMUM	155-35	LEEK	14010-00
GT-CONIFER	155-36	LEGUME FOR/FOD	23000-00
GT-DEC. SHRUB	155-37	LEMON	2004-00
GT-DEC. TREE	155-38	LETTUCE HEAD	13045-00
GT-EVG. SHRUB	155-39	LETTUCE HEAD SEED	13045-04
GT-EVG. TREE	155-40	LETTUCE LEAF	13031-00
GT-FERN	155-41	LETTUCE LEAF SEED	13031-04
		LETTUCE ROMAINE	13031-10
GT-FLOWER SEED	155-44	LIME	2005-00
GT-FLOWERING PLANT	155-42	LIVESTOCK	52000-00
GT-FLOWERING TREE	155-43	LOGANBERRY	1005-00
GT-FOLIAGE PLANT	155-45	LOTUS ROOT	14025-00
GT-GROUND COVER	155-46	LUMBER, TREATED	64500-00
GT-HOUSE PLANT	155-47	MANGO	6007-00
GT-ICEPLANT	155-48	MELON	29122-00
GT-IVY	155-49	MELON SEED	29122-04
GT-JUNIPER	155-50	MINT	28012-00
GT-PALM	155-51	MIZUNA	13504-00
GT-PINE TREE	155-52	MUSHROOM	16003-00
GT-ROSE	155-53	MUSHROOM HOUSE	61007-00
GT-SUCCULENT	155-54	MUSKMELON	29122-14
GT-TURF	155-55	MUSTARD	29123-00
GT-VINE	155-56	N-GRNHS FLOWER	151-00
HEMP	21003-00	N-GRNHS PLANT	153-00
HERB/SPICE	8000-00	N-GRNHS TRANSPL	155-00
HONEY	25501-00	N-OUTDOOR FLOWER	152-00
HONEYBALL MELON	29122-12	N-OUTDOOR PLANT	154-00
HONEYDEW MELON	29122-13	N-OUTDOOR TRANSPL	156-00

Commodity Codes by Name

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NAPPA CAB (TGHT HD)	13010-00	OP-DEC. SHRUB	154-37
NECTARINE	5003-00	OP-DEC. TREE	154-38
NUTS	3000-00	OP-EVG. SHRUB	154-39
OAT	29125-00	OP-EVG. TREE	154-40
OAT FOR/FOD	22006-00	OP-FERN	154-41
OAT SEED	29125-04	OP-FLOWER SEED	154-44
OF-AZALEA	152-30	OP-FLOWERING PLANT	154-42
OF-BULB	152-31	OP-FLOWERING TREE	154-43
OF-CACTUS	152-32	OP-FOLIAGE PLANT	154-45
OF-CARNATION	152-33	OP-GROUND COVER	154-46
OF-CHRSTMS TREE	152-34	OP-HOUSE PLANT	154-47
OF-CHRYSANTHMUM	152-35	OP-ICEPLANT	154-48
OF-CONIFER	152-36	OP-IVY	154-49
OF-DED. SHRUB	152-37	OP-JUNIPER	154-50
OF-DEC. TREE	152-38	OP-PALM	154-51
OF-EVG. SHRUB	152-39	OP-PINE TREE	154-52
OF-EVG. TREE	152-40	OP-ROSE	154-53
OF-FERN	152-41	OP-SUCCULENT	154-54
OF-FLOWER SEED	152-44	OP-TURF	154-55
OF-FLOWERING PLANT	152-42	OP-VINE	154-56
OF-FLOWERING TREE	152-43	ORANGE	2006-00
OF-FOLIAGE PLANT	152-45	ORANGE PROCESS	2006-89
OF-GROUND COVER	152-46	ORCHARD FLOOR	28509-94
OF-HOUSE PLANT	152-47	OT-AZALEA	156-30
OF-ICEPLALNT	152-48	OT-BULB	156-31
OF-IVY	152-49	OT-CACTUS	156-32
OF-JUNIPER	152-50	OT-CARNATION	156-33
OF-PALM	152-51	OT-CHRSTMS TREE	156-34
OF-PINE TREE	152-52	OT-CHRYSANTHMUM	156-35
OF-ROSE	152-53	OT-CONIFER	156-36
OF-SUCCULENT	152-54	OT-DEC. SHRUB	156-37
OF-TURF	152-55	OT-DEC. TREE	156-38
OF-VINE	152-56	OT-EVG. SHRUB	156-39
OILSEED	27000-00	OT-EVG. TREE	156-40
OKRA	15015-00	OT-FERN	156-41
OLIVE	28014-00	OT-FLOWER SEED	156-44
ONION DRY	14011-00	OT-FLOWERING PLANT	156-42
ONION DRY SEED	14011-04	OT-FLOWERING TREE	156-43
ONION GREEN	16004-00	OT-FOLIAGE PLANT	156-45
ONION GREEN SEED	16004-04	OT-GROUND COVER	156-46
OP-AZALEA	154-30	OT-HOUSE PLANT	156-47
OP-BULB	154-31	OT-ICEPLANT	156-48
OP-CACTUS	154-32	OT-IVY	156-49
OP-CARNATION	154-33	OT-JUNIPER	156-50
OP-CHRSTMS TREE	154-34	OT-PALM	156-51
OP-CHRYSANTHMUM	154-35		
OP-CONIFER	154-36		

## Commodity Codes by Name

Rev. 11/99

OT-PINE TREE	156-52	RANGELAND	28045-00
OT-ROSE	156-53	RAPE (Canola)	28051-00
OT-SUCCULENT	156-54	RAPPINI	13052-00
OT-TURF	156-55	RASPBERRY	1006-00
OT-VINE	156-56	RECREATION AREA	67002-00
PAPAYA	6010-00	REG PEST CONTROL	100-00
PARSLEY	13022-00	REG PEST CTL/PARK	100-20
PARSLEY SEED	13022-04	RESERCH COMMODITY	99-00
PARSNIP	14012-00	RESEARCH/PARK	99-20
PARSNIP SEED	14012-04	RESIDENTIAL	68002-00
PASTURELAND	28035-00	RESTAURANT	72000-00
PEACH	5004-00	RHUBARB	13023-00
PEACH PROCESSING	5004-89	RICE	28072-00
PEANUT	29126-00	RICE, WILD	24013-00
PEAR	4003-00	RIGHTS OF WAY	40-00
PEAR PROCESSING	4003-89	RIGHTS/PARK	40-20
PEAS	29127-00	RUTABAGA	14015-00
PEAS FOR/FOD	23008-00	RYE	28064-00
PEAS PROCESSING	29127-89	RYE SEED	28064-04
PEAS SEED	29127-04	RYEGRASS	22035-00
PECAN	3008-00	SAFFLOWER	29129-00
PEPPER FRUITING	11003-00	SAFFLOWER SEED	29129-04
PEPPER FRUITING SD	11003-04	SAGE	8035-00
PEPPER SPICE	8050-00	SALSIFY	28504-00
PEPPER SPICE SEED	8050-04	SANTA CLARA MELON	29122-16
PERSIAN MELON	29122-15	SAVOY CABBAGE	13505-00
PERSIMMON	6012-00	SESAME SEED	28018-00
PIG	52018-00	SHALLOT	14017-00
PIMENTO	11004-00	SHARLYN MELON	29122-17
PIMENTO SEED	11004-04	SHEEP/LAMB	52013-00
PINEAPPLE	6013-00	SHINGI KU	13046-00
PISTACHIO	3011-00	SOIL FUMI/PREPLANT	40008-00
PLUM	5005-00	SORGHUM FOR/FOD	22004-00
POME FRUIT	4000-00	SORGHUM MILO	29131-00
POMEGRANATE	6015-00	SORGHUM SEED	29131-04
POTATO	14013-00	SOYBEAN	28023-00
POTATO SEED	14013-04	SOYBEAN GRAIN	15010-00
POULTRY	55000-00	SOYBEAN OIL	27010-00
PREPLANT/SOIL FUM	40008-00	SOYBEAN SEED	28023-04
PRUNE	5006-00	SOYBEAN SPROUT	15029-00
PUBLIC HEALTH	50-00	SPINACH	13024-00
PUBLIC HLT/PARK	50-20	SPINACH SEED	13024-04
PUMPKIN	10011-00	SQUASH	10012-00
QUINCE	4004-00	SQUASH, SUMMER	10013-00
RADISH	14014-00	SQUASH, WINTER	10014-00
RADISH SEED	14014-04	SQUASH, ZUCCHINI	10015-00
RAMIE	21005-00		

Commodity Codes by Name

Rev. 11/99

STONE FRUIT	5000-00	WATERCRESS	13027-00
STORAGE AREA/BOX	46000-00	WATERMELON	10008-00
STRAWBERRY	1016-00	WHEAT	29139-00
STRAWBERRY PROC	1016-89	WHEAT FOR/FOD	22007-00
STRUCT PEST CNTL	10-00	WHEAT SEED	29139-04
STRUCT PEST/PARK	10-20	WILD RICE	24013-00
SUDANGRASS	22011-00	YAM	14021-00
SUDANGRASS SEED	22011-04	ZUCCHINI	10015-00
SUGARBEET	29135-00		
SUGARBEET FOR/FOD	23009-00		
SUGARCANE	25003-00		
SUNFLOWER	29133-00		
SUNFLOWER SEED	29133-04		
SWEET BASIL	8006-00		
SWEET POTATO	14018-00		
SWIMMING POOL	65011-00		
SWISS CHARD	13025-00		
TANGELO	2007-00		
TANGERINE	2008-00		
TARO ROOT	28047-00		
TARRAGON	8041-00		
TOBACCO	26003-00		
TOMATILLO	11008-00		
TOMATO	11005-00		
TOMATO PROCESSING	29136-00		
TOMATO SEED	11005-04		
TROP/SUB FRUIT	6000-00		
TURF/SOD	33008-00		
TURKEY	55008-00		
TURNIP	29137-00		
TURNIP FOR/FOD	23501-00		
TURNIP SEED	29137-04		
UNCUL NON-AG	67000-00		
UNCULTIVATED AG	66000-00		
UNDECLARED COMM	99999-00		
VEGETABLE	28024-00		
VEGETABLE FRUITING	11000-00		
VEGETABLE LEAF	13000-00		
VEGETABLE ROOT	28061-00		
VEGETABLE SEED	28024-04		
VEGETABLE STEM	13043-00		
VERTEBRATE CNTL	80-00		
VETCH	23010-00		
WALNUT	3009-00		
WATER (INDUSTRIAL)	65503-00		
WATER AREA	65000-00		
WATER FILTER	65015-00		

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: 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.

Invoices shall clearly reference this Agreement and are to be mailed to:

Department of Pesticide Regulation  
Pest Management and Licensing Branch  
Attn: Ria Spencer  
P.O. Box 4015  
Sacramento, CA 95812-4015

2. BUDGET CONTINGENCY CLAUSE: 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.

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.

Contracts are based on an anticipated total yearly number of applications which are prorated for each county based on the average number of pesticide use reports submitted by that county from 1998 through 1999. This number times 30 cents is the amount of the contract. Upon the receipt and approval of these itemized invoices in triplicate, payment under this agreement shall be quarterly in arrears. Invoices shall be identified with Agreement Number and sent to the above address. See Exhibit A, Page 3, for additional payment details.

3. PROMPT PAYMENT: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER <b>01-0063C</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
 DEPARTMENT OF PESTICIDE REGULATION  
 CONTRACTOR'S NAME  
 STANISLAUS COUNTY
2. The term of this Agreement is: JULY 1, 2001 THROUGH JUNE 30, 2002
3. The maximum amount of this Agreement is: \$ 4,234.08  
 Four thousand two hundred thirty-four dollars and eight 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:

RECEIVED

NOV 02 2001

Exhibit A – Scope of Work	9	Page(s)
Exhibit B – Budget Detail and Payment	1	Page(s)
* Exhibit C – General Terms and Conditions	GTC201 (Number)	
Exhibit D – Special Terms and Conditions	N/A	Page(s)
Exhibit E – Additional Provisions	N/A	Page(s)

STANISLAUS COUNTY  
DEPARTMENT OF AGRICULTURE

[Signature]

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

Approved by Secretary/CEO  
Per memorandum dated  
Oct. 28, 1994

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

BY *Handwritten Signature* 9-14-01

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

<p><b>CONTRACTOR</b></p> <p>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)  <b>STANISLAUS COUNTY</b></p> <p>BY (Authorized Signature) <i>[Signature]</i>      DATE SIGNED) <b>10-2-01</b></p> <p>PRINTED NAME AND TITLE OF PERSON SIGNING  <b>PAT PAUL, CHAIR - BOARD OF SUPERVISORS</b></p> <p>ADDRESS  <b>3800 Cornucopia Way, Suite B                  Modesto, CA 95358</b></p> <p style="text-align: center;"><b>STATE OF CALIFORNIA</b></p> <p>AGENCY NAME                  DEPARTMENT OF PESTICIDE REGULATION</p> <p>BY (Authorized Signature) <i>[Signature]</i>      DATE SIGNED) <b>11/5/01</b></p> <p>PRINTED NAME AND TITLE OF PERSON SIGNING  <b>JOANNE PAYAN, ASSISTANT DIRECTOR</b></p> <p>ADDRESS                  P.O. BOX 4015                  SACRAMENTO, CA 95812-4015</p>	<p><b>CALIFORNIA</b>  <b>Department of General Services</b>                  Use Only</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold;">GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1215</p> <p><input type="checkbox"/> Exempt per _____</p>
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10-2-01 \*01 (E)



**SCOPE OF WORK**

1. This Agreement is entered into by and between the Department of Pesticide Regulation (DPR), Enforcement Branch and Stanislaus County.
2. This program uses specific commodities and provides a means to determine possible detection of multiple pesticide residues on a given commodity. This will provide useful information to evaluate the cumulative effects of residues that have a common mechanism of toxicity. It also allows a final check for comparison of the pesticide use report data with the pesticide residue detection data.
3. The project coordinators during the term of this Agreement will be:

Department of Pesticide Regulation  
Environmental Monitoring Branch  
Attn: Terry Schmer  
1001 "I" Street  
P.O. Box 4015  
Sacramento, CA 95812-4015  
(916) 445-4023  
FAX (916) 445-4033

Stanislaus County  
Agricultural Commissioner  
Attention: Donald O. Cripe  
3800 Cornucopia Way, Suite B  
Modesto, CA 95358  
(209) 525-4730  
FAX (209) 525-4790

EXHIBIT A. AGREEMENT SPECIFICATIONS FOR  
Marketplace Surveillance Program

**ARTICLE I. SAMPLES**

"Sampling" includes not only obtaining the sample in accordance with this protocol but also packing, storing, and transporting the sample in accordance with this protocol within the time frames specified.

Marketplace Surveillance Program

The Marketplace Surveillance Program is a regulatory program designed to monitor compliance with pesticide laws and help ensure that any detected pesticide residues are within the established tolerance levels. This commodity-based program will provide useful residue data for dietary risk assessment.

The 2001-2002 contract will focus on the following fresh, raw agricultural commodities: apricot, broccoli, cantaloupe, carrot, celery, cherry, citrus (orange, lemon, and grapefruit), corn (sweet), nectarine, pea (succulent), pear, pepper (bell), plum, potato, strawberry, tomato, and watermelon. These commodities are to be collected from point-of-origin sites. Point-of-origin sites includes: fields, packinghouses, coolers and packing sheds. In addition, samples can be collected from Farmer's Markets and roadside stands. Twelve samples must be collected in one day and delivered to the laboratory within 24 hours of collection.

All commodities will be run through a multi-residue screen (organophosphate, carbamate, and chlorinated hydrocarbons) to detect a total of more than 200 pesticides, metabolites, and breakdown products. All samples collected in the 2001-2002 Marketplace Surveillance Program contract will be analyzed for illegal residues. State and county staff will coordinate follow-up to illegal residues. Possible detection of multiple pesticide residues on a given commodity will provide useful information to evaluate the cumulative effects of residues that have a common mechanism of toxicity.

- The sampling schedule is listed in Exhibit A. The county must collect twelve samples each sampling day. There may be instances when the Department of Pesticide Regulation (DPR) may have to postpone or cancel a sample collection day(s). DPR reserves the right to change this schedule. Should scheduled sample days require modification, notification by DPR shall occur within 24 hours prior to the schedule sample day.

If the county is unable to collect the commodity identified on any sample collection day, this shall be reported to the Pesticide Enforcement Branch Food Safety Coordinator. A minimum of 24 hours notice is required prior to sampling. DPR will assign an alternate sampling site. Alternate sites include wholesale, retail, chainstore, or point of entry collection sites located in your county. If an alternate collection site is assigned, DPR will fax or e-mail the appropriate collection site sampling protocol.

The county must collect twelve samples each sampling day. Failure to meet this requirement could result in termination of this contract.

## **ARTICLE II. SAMPLING PROTOCOL**

### Collection

Point of origin samples shall be collected at packing time only.

### Training

County agricultural commissioner personnel who collect samples to fulfill this Agreement shall be trained in the sampling protocol. Training shall be provided by the appropriate regional office and conducted on an as-needed basis. Any samples collected by untrained staff will not be accepted for analysis. Samples must be delivered to the California Department of Food and Agriculture's Center for Analytical Chemistry Laboratory in the appropriate regional area by 7:30 a.m. following the sample collection day.

### Sample Schedule

Twelve produce samples will be collected on each collection day. If the county is unable to collect the commodity identified on any sample collection day, this shall be reported to the Pesticide Enforcement Branch Food Safety Coordinator. A minimum of 24 hours notice is required prior to sampling. DPR will assign an alternate sampling site.

The county must collect twelve samples each sampling day. Failure to meet this requirement could result in termination of this contract.

### Guidelines for Field Sampling

Collect samples in the field site at packing time. Samples are to be collected from the box, bin, or carton, not from the tree or plant. These commodities are to be fresh, not spoiled or decayed.

Ensure that the commodity is not destined for processing. The **minimum sample size is two pounds**. Spoiled, decayed, and underweight samples will not be accepted for analysis or reimbursement. Do not duplicate a sample from the same site for a specific commodity. One site per grower will be allowed on any given delivery day.

Complete the Produce Sample Analysis Report form (PR-ENF-002 Rev. 2/96), writing clearly and legibly. Place the sample number on the paper bag ensuring the number matches the Produce Sample Analysis Report. Avoid soiling the Produce Sample Analysis Report. Place the sample in clean double-strength paper bags. Do not place samples directly in plastic bags as these bags may contain substances which can be absorbed by the sample, causing misleading laboratory results. If the sample is wet, use two paper bags. Transport the samples to the laboratory in ice chests chilled with blue ice or dry ice.

Collect a composite sample from one individual lot. Use the following chart as a guideline.

#### Guidelines for Sampling Commodities in Containers

Lot Size (Total number of containers identifiable as belonging to one grower)	Sample Size (subsamples) (Number of containers from which samples are to be taken.)
1 to 5	All
6 to 100	5
Over 101	10

Exception: Collect three melons regardless of the lot size.

#### Guidelines for Packinghouses/Packing Sheds/Coolers Sampling

When collecting from a packinghouse, packing shed, or coolers, ask the manager or responsible person if any of the produce will be receiving any pesticide treatment. If the commodity is going to receive post-harvest treatment, collect the sample at the end of the packing line after washing and trimming has been completed and the produce is in the final stages of packing for shipment. Do not sample from bins that have commingled produce.

If the commodity is not going to receive a pesticide application, sample the produce at the front end of the packing line. When sampling from bulk lots, do not strip outer leaves from a commodity. Collect the sample from the bins or truck. When sampling from a bulk container, collect a composite sample from one individual lot. Ten subsamples constitute a composite

sample from a bin or truck. Melons are an exception. When sampling melons from a bulk container, always collect three. Use the following chart as a guideline. The sample is to represent the "site." Do not duplicate a sample from the same site for a specific commodity. One site per grower will be allowed on any given delivery day.

### **Guidelines for Sampling Commodities in Bulk Containers**

Bulk Lot Size (Identifiable as belonging to one grower)	Sample Size (subsamples)
Bins	10
Trucks	10

Exception: Collect three melons regardless of the lot size.

Commodities sampled are to be fresh, not spoiled or decayed. Ensure that the commodity is not destined for processing. The **minimum sample size is two pounds**. Spoiled, decayed, and underweight samples will not be accepted for analysis or reimbursement. Complete the Produce Sample Analysis Report form (PR-ENF-002 Rev. 2/96), writing clearly and legibly. Place the sample number on the paper bag ensuring the number matches that on the Produce Sample Analysis Report. Avoid soiling the Produce Sample Analysis Report. Place the sample in a clean double-strength paper bag. Do not place samples directly in plastic bags as these bags may contain substances which can be absorbed by the sample, causing misleading laboratory results. If the sample is wet, use two paper bags. Transport samples in ice chests chilled with blue ice or dry ice.

### **Notification and Duplicate Samples**

If the owner of the commodity, the packer, or a representative is available at the time of sampling, he/she should be notified that their commodity is being sampled. When sampling is complete, the owner of the commodity should be provided with a copy of the Produce Residue Analysis Report.

### **Sampling Protocol for Farmer's Markets and Roadside Stands**

Collect samples from commodities that are packed and ready to sell. The minimum sample size is two pounds. Spoiled, decayed, and underweight samples will not be accepted for analysis or reimbursement. Collect one sample at a time. Complete the Produce Sample Analysis Report, writing clearly and legibly. Place the sample number on the paper bag, ensuring the number

matches the Produce Sample Analysis Report. Avoid soiling the Produce Sample Analysis Report forms. Place samples in clean, double-strength paper bags. Do not place samples directly in plastic bags as these bags may contain substances which can be absorbed by the sample, causing misleading laboratory results. If the sample is wet, use two paper bags.

**Guidelines for Sampling Commodities in Containers**

Lot Size (Total number of containers identifiable as belonging to one grower)	Sample Size (subsamples) (Number of containers from which samples are to be taken.)
1 to 5	All
6 to 100	5
Over 101	10

Exception: Collect three melons regardless of the lot size.

**Equipment**

The following equipment should be carried or available when collecting samples:

- Rubber gloves
- Knife/shears
- Felt tip marker with indelible ink
- Small and large paper bags/cardboard boxes
- Plastic bags/trash can liners
- Zip-lock storage bags
- Styrofoam ice chest/insulated coolers
- Blue ice/dry ice
- Wide package sealing tape
- Produce Sample Analysis Report forms (PR-ENF-002, Rev. 2/96)

**Sample Preservation**

Samples should be kept as cool as possible following collection and handled in such a way as to avoid bruising. Samples should be placed in a cooler with blue ice.

Paper bags and/or cardboard boxes should be used to collect samples. Write the sample number (not to exceed eight characters) on the outside of the paper bag. Complete the Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96), seal it in a zip-lock bag, and attach it to the bag

containing the sample. Place the paper bag inside a large plastic bag or trash can liner to keep the sample from getting wet during handling or shipping. Do not put the sample directly into plastic bags. Plastic causes sweating and chemical analysis problems. Place the sample in the ice chest on blue or dry ice, and then seal the lid of the ice chest with wide package sealing tape.

### Sample Transport

Always maintain the integrity of your samples. After collection and during transport to the laboratory, be sure to keep the samples separate from areas in your vehicle that may be contaminated with pesticide residues. When loading samples into your vehicle, be sure to place easily crushed samples, such as strawberries and cherries, on top of heavier samples. Samples should always be placed in a cooler with blue ice during transport. If samples are stored prior to delivery to the laboratory, they should be refrigerated to prevent deterioration and degradation of any possible pesticide residues.

Samples must be delivered by 3:30 p.m. the day the samples were collected or by 7:30 a.m. the following morning. If the samples cannot be delivered in person, they should be shipped by a courier service that guarantees next-day delivery to the California Department of Food and Agriculture's Center for Analytical Chemistry in the appropriate regional office or regional area.

### **ARTICLE III. AGENCY RESPONSIBILITY**

DPR shall, through the appropriate Pesticide Enforcement Branch Regional Office,:

- A. Provide technical assistance and training to county agricultural commissioner personnel on sampling procedures and completing a Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96). Upon request by county, training shall be provided to county personnel by each regional office.
- B. Provide the county agricultural commissioner by phone or facsimile of the results of all contract samples found to contain illegal residue(s).
- C. In the event of an illegal residue case, DPR will coordinate follow-up.
- D. Ensure that samples meet the requirements in this Agreement.

The county agricultural commissioner shall:

- A. Obtain twelve samples as specified in the Sampling Schedule FY 2001/02.

- B. Ensure that all samples are accompanied by a properly completed Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96). Samples with Produce Sample Analysis Reports which are not properly completed will not be accepted. Sample identification shall not exceed eight characters.
- C. Ensure personnel attend training provided by DPR's Regional Office for Marketplace Surveillance Program sampling.
- D. Ensure that all sampling procedures follow those outlined in Article II, Sampling Protocol.
- E. Allow DPR to perform quality control of the county sampling program.
- F. Allow DPR to accompany samplers. This may constitute field training for county personnel as well as a quality control check.
- G. Arrange for transportation of all samples to the California Department of Food and Agriculture's Center for Analytical Chemistry in the appropriate regional office or regional area, assuring that the samples arrive on the day designated in a manner suitable for analysis with two Produce Sample Analysis Reports (PR-ENF-002, Rev. 2/96) (original and copy) for each sample.
- H. Contact the Pesticide Enforcement Branch Food Safety Coordinator if the county is unable to collect a commodity identified on any sample collection day. A minimum of 24 hours notice is required. DPR will assign an alternate sampling site. The county must collect twelve samples each sampling day. Failure to meet this requirement could result in termination of this contract.
- I. Be responsible for maintaining the "chain of custody" since Agreement samples are "official" samples. Samples shall be under county control at all times until relinquished.
- J. If requested by DPR, the contractor will issue a "Quarantine," "Produce Hold Order," or "Red Tag" on any produce shown to carry an illegal pesticide residue. If requested by DPR, the contractor will verify the disposal/destruction of any produce that carries an illegal pesticide residue. The completed disposal permit will be faxed to DPR's Regional Office in the contractor's area.



**SAMPLING SCHEDULE FY 2001/2002**

The county must collect twelve samples each sampling day as identified below. Samples must be delivered to the Center for Analytical Chemistry in your region no later than 7:30 a.m., the morning following the sample collection date.

**FY 2001/2002 Sampling Dates**

<u>Month</u>	<u>Dates</u>	<u>Total Days</u>	<u>Total Samples</u>	<u>Commodities</u>
August, 2001	15, 29	2	24	Tomato, nectarine watermelon, cantaloupe
May, 2002	22	1	12	Apricot, cherry, strawberry
June, 2002	5	1	12	Apricot, cherry, strawberry

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: 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.

Invoices shall clearly reference this Agreement and are to be mailed to:

Department of Pesticide Regulation  
Enforcement Branch  
Attn: Terry Schmer  
P.O. Box 4015  
Sacramento, CA 95812-4015

2. BUDGET CONTINGENCY CLAUSE: 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.

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.

Payment under this agreement shall be in arrears upon submission and approval of an itemized invoice, identified with Agreement Number sent to the above address.

3. PROMPT PAYMENT: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

**Budget**

Pesticide Residue Sampling Expense

<u>Number of Samples</u>	<u>Cost Per Sample</u>	<u>Total</u>
48	\$88.21	\$4,234.08
TOTAL 2001/2002 AGREEMENT		\$4,234.08

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER
01-0199

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: July 01, 2001 through June 30, 2002
3. The maximum amount of this Agreement is: \$ 32,909.14  
 Thirty-Two Thousand, Nine Hundred Nine Dollars and Fourteen Cents.
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:
 

Exhibit A – Scope of Work	7	Page(s)
Exhibit B – Budget Detail and Payment	2	Page(s)
* Exhibit C – General Terms and Conditions	GTC-201 Dated 2/20/01	
Exhibit D – Special Terms and Conditions		

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

<b>CONTRACTOR</b>	<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
COUNTY OF STANISLAUS	
BY (Authorized Signature) 	DATE SIGNED
10-02-01	
PRINTED NAME AND TITLE OF PERSON SIGNING	
PAT PAUL, CHAIR - BOARD OF SUPERVISORS	
ADDRESS	
3800 Cornucopia Way, Suite B Modesto, CA 95355	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) 	DATE SIGNED
10/12/01	
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	SAM 1215

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER  
01-0199

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: July 01, 2001 through June 30, 2002

3. The maximum amount of this Agreement is: \$ 32,909.14  
Thirty-Two Thousand, Nine Hundred Nine Dollars and Fourteen Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work . . . . . 7 Page(s)

Exhibit B – Budget Detail and Payment . . . . . 2 Page(s)

\* Exhibit C – General Terms and Conditions . . . . . GTC-201 Dated 2/20/01

Exhibit D – Special Terms and Conditions

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

BY *Linda S. May 9-14-01*

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF STANISLAUS		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED) 10-02-01	
PRINTED NAME AND TITLE OF PERSON SIGNING		
PAT PAUL, CHAIR - BOARD OF SUPERVISORS		
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95355		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	
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 SAM 1215

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide services for California Department of Food and Agriculture (CDFA) as described herein:

To perform high-risk inspection and enforcement activities for the CDFA in compliance with the requirements imposed by Chapter 573 (AB 1771), Statutes of 2000, Food and Agricultural Code Section 2282.5, and County High-Risk Pest Exclusion Program Guidelines incorporated in this Scope of Work.

2. The services shall be performed in Stanislaus County.
3. The project representatives during the term of this agreement will be:

Direct all inquiries to:

State Agency CDFA	Contractor: County of Stanislaus
Section/Unit: PHPPS/PE	Section/Unit:
Attention: Richard Barbour	Attention: Donald O.Cripe
Address: 1220 N Street Room A-372 Sacramento, CA 95814	Address: 3800 Cornucopia Way, Suite B Modesto, CA 95355
Phone: (916) 653-1440	Phone: (209) 525-4730
Fax:	Fax: (209) 525-4790

**EXHIBIT A**  
**SCOPE OF WORK**  
**Criteria for Work Plan**

The County of Stanislaus agrees to perform high-risk inspection and enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Chapter 573 (AB 1771), Statutes of 2000, Food and Agricultural Code Section 2282.5, and County High-Risk Pest Exclusion Program Guidelines incorporated in this scope of work.

The County will perform activities approved by the CDFA as described in the attached Estimate of High-Risk Pest Exclusion Activities included in Exhibit B, Budget, and by this reference made a part hereof. Definitions of the key high-risk activities can be defined as follows:

Inspection work at US Postal Distribution Centers, United Parcel Service Facilities, Federal Express Facilities, and Air Freight Facilities can include, but is not limited to County biologist(s) reviewing invoices for content origin/destination, checking packages for quarantine compliance, rejecting parcels that do not adhere to quarantine compliance, inspecting for high-risk pests, i.e., red imported fire ants, Japanese beetles, flower thrips, etc.; daily record keeping of inspections in regard to pest finds, writing reports referencing Report 4 and Report 4a to reflect daily record keeping entries, notifying the Senior Agricultural Biologist of the presence of any significant pest finds, etc.; gypsy moth (008a) requires County biologist(s) to visit residence or storage facility to inspect household items for high-risk pests as defined above; Truck Referrals (008) Plants and Truck Referrals (008) Misc. requires County biologist(s) to visit receivers of products to inspect for pests considered to be high-risk as defined above, after hold notices are received from the border stations; specialty markets and swap meets require County biologist(s) to visit the markets to determine if products are being sold that do not meet the quarantine entry requirements; Post-Entry quarantine inspections require County biologist(s) to inspect plant material to determine if it is infested with high-risk pests as defined above; and other high-risk terminals which can include, but is not limited to maritime terminals, airport terminals, bus terminals, pet stores, aquatic plant dealers, etc., requires County biologist(s) to continue to enforce quarantine requirements at these facilities in the same manner as all activities listed above.

As quarantine areas and commercial channels change, County biologist(s) shall determine the need to redirect high-risk activities in other areas as needed.

The County's biologist(s) shall determine the time of day and week the inspections are to occur. If a County finds it necessary to deviate from its approved Work Plan, said County will notify the Pest Exclusion High-Risk Program of any changes.

**Exhibit A**  
**Scope of Work**  
**Criteria for Work Plan**

Itemized invoices and Report 4a's shall be submitted within 30 days after the end of the reporting period. Invoices shall be submitted to the CDFA contract Manager in accordance with the sample provided herein and identified as Attachment 1. All monthly reports shall be submitted on Form #66-092a to the CDFA contract Manager (see Attachment 2 for sample).

## COUNTY HIGH RISK PEST EXCLUSION PROGRAM ESTIMATED WORK PLAN GUIDELINES

### PROGRAM DEFINITIONS

---

**High-Risk Shipments:** are those where there exists a high degree of likelihood that one or more “A” or “Q” rated plant pests will be introduced into or spread within the State by movement or entry of the shipment. “A” and “Q” rated plant pests have been determined to have potential for causing severe damage to the State’s agricultural industry, natural resources, or environment, and as such any shipment likely to harbor such pests is considered high-risk. All high-risk shipments are to be inspected. Non-high-risk parcels (“Flower of the Month Club” bulbs, bare-root nursery stock from areas which do not represent a serious quarantine risk, plant materials from California origin with nursery certification, etc.) moving through a “high-risk” facility may be monitored via profiling and inspected as time allows during the premise visit. These shipments will not be included as “high-risk” shipments inspected. High-risk shipments which should be inspected include such items as cut flowers and nursery stock from quarantine areas, any plant materials in unmarked parcels, and other plant material shipments which have a historical record of “A” and “Q” rated pest interceptions.

**High-Risk Pathways:** those facilities where high-risk shipments are regularly or frequently intercepted. The known high-risk pathways have been listed on the Estimate of High-Risk Pest Exclusion Activities, including U.S. Postal Distribution Centers, UPS (except local), Federal Express, Air Freight, Air Freight Forwarded, Truck Referrals (008a-Gypsy Moth, 008-Plants & 008-Other), Specialty Markets, Swap Meets, Post Entry Quarantine, and “Other” pathways identified in your work plans and approved by the Department.

**Shipments Inspected:** Shipments physically opened and examined. This is not packages or pots inspected. A shipment is one lot of plant material sent from one shipper to one receiver via one mode of transport.

**Rejections:** Number of state level rejection notices written. This does not include rejections of materials for failing to meet nursery standards of cleanliness, or materials rejected for B or C rated pests. Any time a live A or Q rated pest is found in a shipment a rejection notice should be issued.

**Pest Interceptions:** Number of “A” and “Q” pest interceptions. When more than one pest species is found in a single shipment, each different species is to be counted as an interception. Finding more than one pest of the same species does not equate to multiple interceptions.

**U.S. Post Office:** Postal distribution centers formerly known as sectional centers that sort mail sealed against inspection (first-class, priority, and express mail parcels).

**United Parcel Service (except local service):** Facilities which process parcels shipped via overnight or expedited service versus facilities that process only parcels moving locally.

**Air Freight:** Air cargo shipments inspected at the airport facility or at destination (see next item).

**Air Freight/Forwarded:** Shipments allowed to proceed to destination or another location for inspection within the same county or to another county and under a warning hold notice (blue tag) or by compliance agreement authorization.



**Truck (008a):** Shipments of historically high-risk household articles from historically high-risk areas that require inspection for gypsy moth.

**Truck (008-Plants & 008-Other):** High-risk shipments moving to destination under quarantine hold notice. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy winged sharpshooters.

**Post-Entry Quarantine Inspections:** These inspections include both site and plant inspections. A shipment should be recorded when plant material is inspected.

**Other:** This column is to be used to estimate the workload for any high-risk pathway not already listed on the form; these may include: pet stores or aquariums, express parcel carriers, sea freight forwarded or other special focus activities approved by the Department. Special focus activities are then to be described under "Special Focus Description".

### ACCOUNTING GUIDELINES

Program cost estimates for high-risk exclusion activities conducted at optimal levels are to be estimated based upon the guidelines and definitions contained within the County Agricultural Commissioners' Annual Financial Statement Procedures Manual. This cost/hour figure is to be estimated from an average of the costs/hour for Fiscal Years 1997/98, 1998/99 and 1999/2000. A county may choose to use their established County Auditor approved hourly rate in lieu of the three- year average. This would be the rate charged an applicant for phytosanitary or other type of certification if such a rate is established.

### PROGRAM GUIDELINES

1. All inspections of high-risk terminal points are to be conducted as close to optimal service levels as is fiscally possible.
2. Optimal service level inspections are those conducted during the sort time(s) or before the last critical dispatch(s) of the facility monitored.
3. All high-risk shipments are to be inspected. Shipments not presenting a high risk that are moving through a high-risk facility may be monitored and inspected as time permits but should not be included as a program cost or counted as a measure under this work plan.
4. A shipment is any amount of agriculturally regulated product/packages/potted plants from one specific shipper, in one shipment, sent to one specific consignee.

### OPTIMAL SERVICE LEVELS FOR PEST EXCLUSION TERMINAL INSPECTION FREQUENCY

FACILITY	OPTIMUM INSPECTION FREQUENCY
U.S. Postal Distribution Center, United Parcel Service & Federal Express	Daily during sort
Air Freight	Daily when appropriate after offloading
Truck Referrals (008) & (008a)	100 % of Referrals after offloading
Specialty Markets & Swap Meets	Monthly during normal county office hours
Post-Entry Quarantine	All Referrals – Four visits/year normal office hours

**SAMPLE INVOICE**

**Please Submit on County Letterhead**

**2001/02 HIGH RISK PEST EXCLUSION ACTIVITIES**

Invoice for the period from \_\_\_\_\_ to \_\_\_\_\_, 2001/02

**New Activity**

<b>Activity</b>	<b>Other High-Risk</b>	<b>Scientific Evaluation</b>
Total Hours		
Cost Per Hour		
Total Cost		

**Year-to-Date  
Summary**

<b>Activity</b>	<b>Other High-Risk</b>	<b>Scientific Evaluation</b>
Total Hours		
Cost Per Hour		
Total Cost		

County:  
 Date:

Type	Premise Visits	Shipments Inspected	NOR's	A/Q Pest Interceptions	Hours
Post Office					
UPS					
Federal Express					
Air Freight					
Air Freight - forwarded					
Gypsy Moth					
Truck (008 Plants)					
Truck (008 Other)					
Specialty Market					
Swap Meets					
Post-Entry					
Other					
Other					
Comments					

**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:

THE CONTRACT MANAGER

**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.

# ESTIMATE OF HIGH-RISK PEST EXCLUSION ACTIVITIES

FISCAL YEAR 2001/2002

Exhibit B

County  
Stanislaus

Cost per hour:

**\$47.00**

Date: 7/1/01

Facility	No. of High-risk Facilities 01/02	Estimated Visits/Year 01/02	Estimated Hours/Visit 01/02	Estimated Hours/Year 01/02	Estimated Annual Cost 01/02
U S Postal Distribution Center				-	\$0.00
United Parcel Service (except local)	1	52	1.00	52.00	\$2,444.00
Federal Express	1	260	2.00	520.00	\$24,440.00
Air Freight				-	\$0.00
Air Freight - Forwarded				-	\$0.00
Gypsy Moth (008A)	8	8	2.00	16.00	\$752.00
Truck Referrals (008) Plants	56	56	2.00	112.00	\$5,264.00
Truck Referrals (008) Other				-	\$0.00
Specialty Markets				-	\$0.00
Swap Meets				-	\$0.00
Post Entry Quarantine				-	\$0.00
Other High Risk Facilities				-	\$0.00
<b>Totals</b>				<b>700.00</b>	<b>\$32,900.00</b>
Description of Other (Special) High-Risk Facilities					

Include Notes On Reverse

**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](http://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.

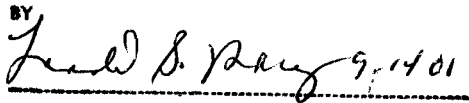
STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD. 213 A (NEW 02/98)

AGREEMENT NUMBER 00-0453	AMENDMENT NUMBER 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
- The term of this Agreement is: July 1, 2000 through June 30, 2002
- The maximum amount of this Agreement is: \$ 3,000.00  
 Three thousand and 00/100 dollars.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Contract is being amended to extend the term in order to for Contractor to complete the Scope of Work as required under the Original Agreement. Funding is being realigned to correspond to the time extension.

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL

BY  
 9/14/01



**RECEIVED**

**JUL 18 2001**

STANISLAUS COUNTY  
 DEPARTMENT OF AGRICULTURE

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA        Department of General Services        Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10-2-01	
PRINTED NAME AND TITLE OF PERSON SIGNING PAT PAUL, CHAIR - BOARD OF SUPERVISORS		
ADDRESS 3800 Cornucopia Way, Suite B Modesto, CA 95358		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/16/01	
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 SAM 1215



**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

01-0245

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:

JULY 1, 2001 THROUGH JUNE 30, 2002

3. The maximum amount of this Agreement is: \$ 444,379.00

Four Hundred Forty-Four Thousand Three Hundred Seventy-Nine Dollars & No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work 15 Page(s)

Exhibit B – Budget Detail and Payment 2 Page(s)

\* Exhibit C – General Terms and Conditions GTC-201 Dated 2/20/01

Exhibit D 1 Page(s)

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

BY *Linda S. Macy 9-14-01*

\*View at [www.dgs.ca.gov/contracts](http://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)

DATE SIGNED

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)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

SANDI CONRY, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 100  
SACRAMENTO, CA 95814

**APPROVED**

**OCT 29 2001**

**DEPT OF GENERAL SERVICES**

Exempt  
per \_\_\_\_\_

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein:

Contractor shall provide detection and delimitation of the glassy-winged sharpshooter (GWSS) and suppress or eradicate any populations as rapidly as possible. Said work shall be in accordance with the County Workplan for the Pierce's Disease Control/GWSS Program, which is hereby incorporated into this Scope of Work as Attachment 1.

2. The contract managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR CONTRACTOR:</b>	
Name:	Julie Lindsey	Name:	Donald O. Cripe
Section/Unit:	GWSS	Section/Unit:	County Agriculture Commissioner
Address:	1220 N Street	Address:	3800 Cornucopia Way, Suite B
City/Zip:	Sacramento 95814	City/Zip:	Modesto 95358
Phone:	(916) 322-3331	Phone:	(209) 525-4730
Email Address:		Email Address:	

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

## **EXHIBIT A - SCOPE OF WORK – ATTACHMENT 1**

**Protocol/Guidelines** - The county will follow the protocol and guidelines provided by CDFA to carry out their Pierce's Disease Control Program (Glassy-winged Sharpshooter Program) and any changes made to those guidelines during the term of the contract.

**Monthly Reports** – The county monthly report form will be provided by the CDFA online at [plant.cdfa.ca.gov/gwss](http://plant.cdfa.ca.gov/gwss). The county monthly report must be submitted on a monthly basis. This report will be reviewed for consistency with your workplan and budget/fiscal display and will be required before invoices can be processed for payment. The hours reported on the monthly report and the invoice should be the same.

**New Activities** – If new activities become necessary (for example, treatment) that require additional funds and/or departure from the approved workplan, the County must request, in writing, the necessary changes from the Branch Chief of the Pierce's Disease Control Program. An amendment to this agreement must be awarded before new activities can commence.

**Form AD 1048: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions** – Upon request by the CDFA, and in accordance with Federal regulations and policy, the county must complete Form AD 1048 and return it to CDFA.

**State and Federal Regulations** – The County will comply with all State and Federal regulations and requirements as it pertains to the Pierce's Disease Control Program.



**Stanislaus County Department of Agriculture  
and Weights & Measures**

*Recd 6/4/01*

3800 Cornucopia Way Suite 'B'  
Modesto, CA 95358  
Phone (209) 525-4730  
FAX (209) 525-4790

**PIERCE'S DISEASE CONTROL PROGRAM  
2001/02 WORKPLAN**

**Local Assistance**

**County of STANISLAUS**

**Agreement No. 99-0818**

**Table of Contents**

<b>Item</b>	<b>Page</b>
A. Minute Order (or Board Resolution) of Board of Supervisors Designating Local Public Entity Pursuant to Food and Agricultural Code Section 6046(f)	2
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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: AGRICULTURAL COMMISSIONER *Old Sample*  
-Urgent \_\_\_\_\_ Routine XX  
CEO Concurs with Recommendation YES pt NO \_\_\_\_\_  
(Information Attached)

BOARD AGENDA # B-25  
AGENDA DATE August 8, 2000  
4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT: APPROVAL OF REVISED GLASSY-WINGED SHARPSHOOTER CONTRACT FOR FISCAL YEAR 2000/01 WITH THE CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

STAFF RECOMMENDATIONS:

1. APPROVE AND AUTHORIZE THE CHAIR TO SIGN THE REVISED FISCAL YEAR 2000/01 GLASSY-WINGED SHARPSHOOTER 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 BOARD RESOLUTION AUTHORIZING THE CONTRACT.

FISCAL IMPACT:

The revised Glassy-Winged Sharpshooter contract (GWSS) contract will reimburse the department for activities and equipment necessary for the GWSS program. The revised contract provides for additional state funding in the amount of \$168,192 for a total of \$472,835 for the current fiscal year. The \$168,192 increase for GWSS program costs consists of \$118,810 for extra-help Ag Assistant I salaries, \$19,680 for transportation costs and \$29,702 for indirect costs such as clerical, facilities, and utilities. It is requested that Revenue and Appropriations be increased accordingly to reflect the revised contract.

BOARD ACTION

No. 2000-641

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

Ayes: Supervisors: Paul, Mayfield, Simon, and Chairman Caruso  
Noes: Supervisors: None  
Excused or Absent: Supervisors: Blom  
Abstaining: Supervisor: None

- 1) X Approved as recommended
  - 2) \_\_\_\_\_ Denied
  - 3) \_\_\_\_\_ Approved as amended
- Motion:

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

REAGAN M. WILSON

Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By *Suzi Gilbert*



AUG 8 2000

**PIERCE'S DISEASE CONTROL PROGRAM**

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL  
PROGRAM COORDINATOR AND CONTACT INFORMATION**

**Name:** Stanislaus County Agricultural Commissioner's Office

**Address:** 3800 Cornucopia Way, Suite B Modesto, California, 95358

**Phone Number:** (209) 525-4730

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**PIERCE'S DISEASE CONTROL PROGRAM****RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS****STANISLAUS COUNTY****May 15,2001****Objective**

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in Stanislaus County and suppress or eradicate any populations as rapidly as possible.

**RESPONSIBILITIES****Lead Agency**

The Stanislaus County Department of Agriculture (SCDA) is the lead agency and is designated by the Stanislaus County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the SCDA, the State PDCP Science Advisory Panel, officials in affected counties, the Stanislaus County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Stanislaus County as favorable agents become available.

**County Responsibilities**

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

## **ELEMENTS**

### **Delimitation Survey**

The SCDA will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

### **Intensive (Property-by-Property Survey)**

Following the delimitation survey, the SCDA will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

### **Treatment Options**

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the SCDA will immediately consult with the CDFA to determine the preferred course of action.

### **Treatment Material Selection**

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers.

### **Threatened/Endangered Species/Environmentally Sensitive Areas**

The SCDA and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Game, and the CDFA, for these sensitive areas. The SCDA will notify all registered beekeepers near the infested area of the GWSS treatment activities.



## **Public Outreach**

The SCDA will act as lead spokesperson for the PDCP activities within the County. The SCDA, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Non-English speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

## **Medical/Veterinarian Information**

The SCDA will contact the Stanislaus County Health Officer (SCHO) with details of any proposed treatment. If the SCHO has questions about public health aspects of the program, Dr. Peter Kurtz, CDFA's Senior Medical Coordinator, can be contacted at (916) 654-1211.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 654-1447. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

## **Pre-Treatment Notification**

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

## **General Treatment Procedures**

Treatments will begin following the intensive survey and after all help lines and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the SCDA. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Number of applications: Minimum of two.
- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The SCDA will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

### **Environmental Monitoring**

The CDFA, in cooperation with SCDA, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental Monitoring/Pest Management Branch. The SCDA personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the SCDA.

### **Post-Treatment Monitoring**

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

**PIERCE'S DISEASE CONTROL PROGRAM****SURVEY PLAN**

The Stanislaus County Department of Agriculture will utilize the CDFA GWSS Statewide Survey Protocols as its survey protocol. These guidelines include minimum requirements to conduct a survey program. The county will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to deviate from the GWSS Statewide Survey Protocols.

**PIERCE'S DISEASE CONTROL PROGRAM****ENFORCEMENT OPTIONS AND AUTHORITIES**

The Pierce's Disease Control Program (PDCP) regulations establish the standards for the movement of nursery stock, bulk grapes, and citrus from infested areas to non-infested areas (Section 3658-3660, Title 3, California Code of Regulations). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (Section 5309, FAC).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (Section 5027, FAC). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may level a civil penalty for up to \$2,500 for each violation (Section 5310, FAC).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license (Section 6721, FAC). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock (Section 6761, FAC).
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate (Sections 6922 and 6923, FAC). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (Section 6968, FAC). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (Section 6927, FAC).
- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid

nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate (Section 6505, FAC). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (Sections 5030 and 5031, FAC).
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (Section 5721, FAC; Sections 3060.2, 3060.4 and 3659, CCR). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (Section 5208, FAC).
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (Section 5705, FAC).
- If a shipment of nursery stock moving *intrastate* is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, a warning hold order may be placed on the shipment (Section 6521, FAC) specifying the treatment, abatement or return requirements. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert, any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (Section 6303, FAC).
- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (Section 5701, FAC). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (Sections 5401 and 5402, FAC).

**PIERCE'S DISEASE CONTROL PROGRAM**  
**STANDARDS AND RESTRICTIONS**

**This workplan does not include any variations from the standards set by law. If the Stanislaus County Department of Agriculture (SCDA) and the Stanislaus County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the SCDA will notify the CDFA and provide detailed justification as to the need for the more stringent standard.**

**PIERCE'S DISEASE CONTROL PROGRAM  
WORKPLAN ASSURANCES**

1. The Stanislaus County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.
2. The Stanislaus County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Stanislaus County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.
4. The Stanislaus County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

**PIERCE'S DISEASE CONTROL PROGRAM****LOCAL APPEAL PROCESS**

Pursuant to Section 3651 (c) (3) of the regulations, the Stanislaus County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.



**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 the designated CDFA Contract Manager for this Agreement.

**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.

**Stanislaus County Glassy-winged Sharpshooter/Pierce's Disease Program**

Contract # 99-0818

Budget/Fiscal Display

July 1, 2001 Through June 30, 2002

**SURVEY/INSPECTION ACTIVITIES**

**\*Personnel Services**

Permanent Salaries	Hourly Rate	Total Hours	Total cost
Ag Inspector I	16.81	2080.00	\$ 34,964.80
Account Clerk II	10.70	566.50	\$ 6,061.55
<b>Total Permanent Salaries</b>			<b>\$ 41,026.35</b>
Temporary Salaries	Hourly Rate	Total Hours	Total cost
Ag Assistant I	11.14	20,876.00	\$ 232,558.64
<b>Total Temporary Salaries</b>			<b>\$ 232,558.64</b>
<b>Staff Benefits</b>			
	Percentage		Total Cost
Permanent	41.5496%		\$ 17,046.29
Temporary	5.2065%		\$ 12,108.08
<b>Total Benefits</b>			<b>\$ 29,154.37</b>
<b>Overtime (1536 hours)</b>		<b>Total Overtime</b>	<b>\$ 27,163.44</b>

**Total Personnel Services \$ 329,902.80**

**Operating Expenses**

Communication		\$ 6,500.00
GWSS service and supplies		\$ 5,000.00
Vehicle Expense		
County @ .31/mile	0 miles	\$ 8,500.00
State @ .17/mile	0 miles	\$ 12,000.00
Indirect Cost (25% of total Personnel Services)		\$ 82,475.70

**Total Operating Expenses \$ 114,475.70**

**TOTAL SURVEY \$ 444,378.50**

\* Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**REGULATORY/TREATMENT ACTIVITIES**

As of this date Stanislaus County is "free from" the Glassy-winged Sharpshooter. If this status changes we will amend our workplan and budget/fiscal display to include Regulatory/Treatment Activities.

**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](http://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.

**ANNUAL WORK PLAN**  
for  
**USDA, APHIS, WILDLIFE SERVICES (WS)**  
in  
**STANISLAUS COUNTY (Cooperator)**  
**July 1, 2001 - June 30, 2002**

**A. PURPOSE**

The object of this plan is to provide for wildlife damage management on properties within the County of Stanislaus, State of California. All work will be in accordance with the terms of the Cooperative Agreement entered into on January 1, 1989.

**B. SCOPE**

Efforts will be made by assigned personnel to reduce, terminate, and prevent predation and damage to livestock, crops, and other property caused by damaging birds and mammals. The work will be accomplished using Wildlife Services Specialists (WSS) assigned to work within the County. All supervision and support costs necessary to accomplish the above work, will be provided by WS.

**C. PROPOSED PROGRAM**

The anticipated program includes one WSS positions for twelve (12) staff months to be based at Modesto. The Cooperator's share of the salary (excluding overtime), benefits and other support costs is \$32,100.

**BUDGET PLAN - Reimbursable**  
for  
**USDA, APHIS, WILDLIFE SERVICES (WS)**  
in  
**STANISLAUS COUNTY (Cooperator)**  
**July 1, 2001 - June 30, 2002**

To meet the budget requirements for wildlife damage management services provided by WS, in conjunction with the California Department of Food and Agriculture (CDFA), Stanislaus County agrees to provide \$32,100 for services rendered during the course of the fiscal year 2001-2002, as allowed for in the Cooperative Agreement (1989) and the Annual Work Plan, between WS and Cooperator. WS will provide all program supervision, administration, and equipment. Billings will be sent for payment to the Cooperator on a quarterly basis in equal amounts of \$8,025. The total amount of Cooperator billings shall not exceed the amount specified above, unless mutually agreed by both parties in writing. In accordance with the Federal Debt Collection Improvement Act (DCIA) of 1996, bills issued quarterly by APHIS/WS are due and payable within 30 days of receipt. Our records show your county's tax identification number.

10-18-01

Date

*Jack Lamott*  
State Director  
USDA, APHIS, WS, CA

10-2-01

Date

*Pat Paul* / PAT PAUL  
County Representative  
Title: CHAIR - BOARD OF SUPERVISORS  
County of Stanislaus

11/7/01

Date

*Thomas R. Saffner*  
for Director, WS Western Region

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

BY

*Linda S. May* 9-14-01

**USDA, APHIS, WILDLIFE SERVICES PROGRAM  
ANNUAL SUMMARY STANISLAUS COUNTY  
F.Y. 2000**

Service Visits . . . . .	787
* Technical Assistance Requests . . . . .	253
Acres of Land Worked . . . . .	92,137

Resource Loss:

ANIMAL . . . . .	\$2,096
AQUACULTURE . . . . .	\$11,650
COMMERCIAL FORESTRY & NURSERY . . . . .	\$5,000
FIELD CROPS . . . . .	\$102,500
FRUITS & NUTS . . . . .	\$3,600
HUMAN HEALTH & SAFETY . . . . .	\$2,100
LANDSCAPING, TURF & GARDENS . . . . .	\$9,250
LIVESTOCK . . . . .	\$21,097
OTHER PROPERTY . . . . .	\$1,577
RANGE/PASTURE . . . . .	\$13,000
STRUCTURES . . . . .	\$49,000
<b>TOTAL . . . . .</b>	<b><u>\$220,870</u></b>

Animals Removed:

Beaver . . . . .	13
Coyote . . . . .	147
Opossum . . . . .	12
Raccoon . . . . .	11
Skunk . . . . .	18
Other . . . . .	77

\*\* Gas Cartridges Sold in County . . . . . 8,000

\* Technical Assistance is usually information (such as pamphlets, advice, and literature) given to residences, ranchers, farmers, company's etc. to aid them in solving wildlife related problems, frequently without WS making a visit.

\*\* Gas cartridges are used in ground squirrel and pocket gopher control and are purchased from the WS Pocatello Supply Depot. WS maintains this registration through EPA which allows the farmers and ranchers the use of this valuable tool.