

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

DEPT: AGRICULTURAL COMMISSIONER

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE January 15, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the Amended Glassy-Winged Sharpshooter Program Contract with the California Department of Food and Agriculture for Fiscal Years 2007/2008, 2008/2009 and 2009/2010

STAFF RECOMMENDATIONS:

1. Approve and authorize the Chairman of the Board of Supervisors to sign the amended Glassy-Winged Sharpshooter program contract with the California Department of Food and Agriculture for Fiscal Years 2007/2008, 2008/2009 and 2009/2010.
2. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$24,313 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The original Glassy-Winged Sharpshooter contract covers Fiscal Years 2007/2008, 2008/2009 and 2009/2010, for a total contract amount of \$1,172,124. The reimbursement initially allocated for each fiscal year was \$390,708. The contract amendment increases the funding for Fiscal Year 2007/2008 only, in the amount of \$24,313, for a total of \$415,021, and a total contract amount of \$1,196,437. While funds have been budgeted for in the Agricultural Commissioner's Fiscal Year 2007/2008 Budget to reflect the original contract, it is requested that the appropriations and revenue for Fiscal Year 2007/2008 be increased as per the contract amendment.

BOARD ACTION AS FOLLOWS:

No. 2008-031

On motion of Supervisor Monteith, Seconded by Supervisor Grover

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Glassy-Winged Sharpshooter Program, and contract with the California Department of Food and Agriculture, is critical for the protection of the agricultural industry in Stanislaus County. The Agricultural Commissioner's Office has developed an action plan to combat the detrimental effect of the Glassy-Winged Sharpshooter (GWSS) insect and the associated destructive Pierce's Disease, which the insect spreads. Retail and wholesale nurseries as well as urban and rural locations will be monitored for the presence of the Glassy-Winged Sharpshooter.

The original Glassy-Winged Sharpshooter Program contract was approved by the Board of Supervisors on August 21, 2007. The State issued a three-year contract for the GWSS program for Fiscal Years 2007/2008, 2008/2009 and 2009/2010. The contract amount for each fiscal year was \$390,708, for a total contract amount of \$1,172,124. The amended contract increases the reimbursement amount by \$24,313 for Fiscal Year 2007/2008 only, for a total of \$415,021. The increase allows for additional operating expenses for Fiscal Year 2007/2008 for survey, inspection and/or treatment of the Glassy-Winged Sharpshooter. It is requested that the Department's appropriations and revenue be increased as per the Budget Journal Form to reflect this contract amendment.

POLICY ISSUE:

The Board of Supervisors is asked to determine if this contract is consistent with the Board Priority for a Strong Agricultural Economy/Heritage.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name	AG SDA	BO#
Journal Name		
Journal description		
Period	2007/2008	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	0100	0010100	23111			.0			24,313.00	St-Aid for Ag GWSS	
2	0100	0010100	50000			.0	19,513.00			Salaries	
3	0100	0010100	62990			.0	4,800.00			Exp Equip to \$5K	
4						.0					
5						.0					
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21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals								24,313.00	24,313.00		

Explanation: Increase revenue and expenditures for augmentation of the 07/08 Glassy-Winged Sharpshooter state contract with Calif. Dept. of Food & Agriculture.

Requesting Department	CEO	Auditors Office Only	
Signature	Signature	Prepared By	Admin Approval (\$75K+)
12/28/07	01/07/07		
Date	Date	Date	Date

CYNTHIA DARMSTANDLER 5-4776
Contact Person & Phone Number

Glassywinged Sharp Shooter
(Amended)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 10/05)

AGREEMENT NUMBER 07-0100	AMENDMENT NUMBER 1
REGISTRATION NUMBER 85700907257796.1	

- 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, 2007 Through June 30, 2010**
- The maximum amount of this Agreement after this Amendment is: **\$1,196,437.00**
One Million One Hundred Ninety-six Thousand Four Hundred Thirty-seven 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.

Paragraph three (3) to this Agreement has been increased by \$24,313.00 for a new total not to exceed \$1,196,437.00.

See Exhibit A, Attachment 1, Revised Budget for Fiscal Year 2007/2008. Fiscal Year 2008/2009 and 2009/2010 remain the same.

This amendment is to increase funds for additional operating expenses for FY 2007/08 for the survey, inspection and/or treatment of the glassy-winged sharpshooter.

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY

Deirdre McHale 1/4/08

All other terms and conditions of this Agreement shall remain the same.

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

CONTRACTOR

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)

Thomas W. Mayfield

1-15-08

PRINTED NAME AND TITLE OF PERSON SIGNING

Thomas W. Mayfield, Chairman of the Board

ADDRESS

**3800 Cornucopia Way, Suite B
Modesto, CA 95358**

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED (Do not type)

Janice L. Price

2/13/08

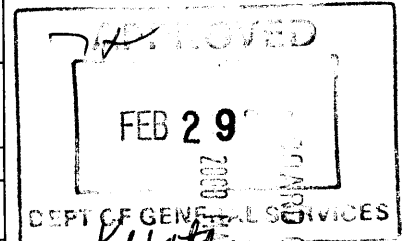
PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, ACQUISITIONS MANAGER

ADDRESS

**1220 N STREET ,ROOM 115
SACRAMENTO, CA 95814**

California Department of General Services Use Only



Exempt per:

Kyatta
113 A 10:54
OF SUPERVISORS

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

Contract #
 Budget/Fiscal Display
 July 1, 2007 Through June 30, 2008 (Amended 11/2007)

Agreement No. 07-0100-1
 Exhibit A
 Attachment 1
 Page 1 of 1

SURVEY/INSPECTION ACTIVITIES

***Personnel Services**

Permanent Salaries	Hourly Rate	Total Hours	Total cost
Deputy Agricultural Commissioner	28.96	50.00	\$ 1,448.00
Agricultural Inspector III	28.96	600.00	\$ 17,376.00
Accounting Technician	21.41	39.00	\$ 834.99
Ag assistant II Lead	18.66	900.00	\$ 16,794.00
Clerical	15.66	380.00	\$ 5,950.80
Programer	25.65	16.00	\$ 410.40
Total Permanent Salaries			\$ 42,814.19
Temporary Salaries	Hourly Rate	Total Hours	Total cost
Agricultural Assistant I	13.98	14,000.00	\$ 195,720.00
Agricultural Assistant II	15.35	1,231.00	\$ 18,895.85
Total Temporary Salaries			\$ 214,615.85
Staff Benefits	Percentage		Total Cost
Permanent	50.569700%		\$ 21,651.01
Temporary	6.620000%		\$ 14,207.57
Total Benefits			\$ 35,858.58
Overtime (177 hours)			
Agricultural Inspector III	43.43	62.00	2,692.66
Agricultural Assistant II Lead	27.99	15.00	419.85
Agricultural Assistant I	20.97	90.00	1,887.30
Agricultural Assistant II	23.02	10.00	230.20
Total Overtime			\$ 5,230.01
Total Personnel Services			\$ 298,518.63
<u>Operating Expenses</u>			
Communication			\$ 4,300.00
Trimble Juno units for GIS mapping			\$ 4,781.10
GWSS service and supplies			\$ 4,290.19
**Vehicle Expense			
Lease	340.9 /month	8 months	x 2 vehicles
			\$ 5,454.40
County @	0.485 /mile	8,000 miles	\$ 3,880.00
State @	0.325 /mile	74,000 miles	\$ 24,050.00
Indirect Cost (23.36426399% of total Personnel Services)			\$ 69,746.68

Total Operating Expenses \$ 116,502.37

TOTAL SURVEY \$ 415,021.00

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

**Subject to change due to federal mileage rate change.

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.

Reference Copies

AGREEMENT NUMBER 07-0100
REGISTRATION NUMBER 85700907257796

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, 2007 Through June 30, 2010
3. The maximum amount of this Agreement is: \$1,172,124.00
 One Million One Hundred Seventy-two Thousand One Hundred Twenty-four 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 2 Page(s)
 Attachment 1 - 2007/2008, 2008/2009 and 2009/2010 Workplan- (19 Pages)

Exhibit B – Budget Detail and Payment Provision 1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307 3 Pages

Check mark one item below as Exhibit D:

- Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement)
 Exhibit D*-Special Terms and Conditions

1 Page(s)
 APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY

5. Name of Program: Pierce's Disease Control Program

Dwight M. Smith 8/7/07

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF STANISLAUS		
BY (Authorized Signature) <i>William O'Brien</i>	DATE SIGNED <i>8-21-07</i>	74
PRINTED NAME AND TITLE OF PERSON SIGNING WILLIAM O'BRIEN, CHAIRMAN OF THE BOARD OF SUPERVISORS		
ADDRESS 3800 Cornucopia Way, Suite B, Modesto, CA 95358		
STATE OF CALIFORNIA		APPROVED DEPT OF GENERAL SERVICES
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) <i>Janice L. Price</i>	DATE SIGNED <i>9/6/07</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County agrees to provide the California Department of Food and Agriculture (CDFA) services for the survey, inspection, and/or treatment of the glassy-winged sharpshooter in accordance with the Scope of Work and County Workplan, which is hereby incorporated into the Scope of Work as Exhibit A, Attachment 1.

2. The contract managers for this Agreement are:

FOR CDFA:	FOR CONTRACTOR:
Name: Kari Morrow	Name: Stanislaus County
Section/Unit: Pierce's Disease Program	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room 325	Address: 3800 Cornucopia Way, Suite B
City/Zip: Sacramento, CA 95814	City/Zip: Modesto, CA 95358
Phone: (916) 651-0271	Phone: (209) 525-4730
Email: kmorrow@cdfa.ca.gov	Email: agcom50@co.stanislaus.ca.us

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

Protocol/Guidelines – The county will follow the protocol and guidelines provided by CDFA to carry out their Pierce's Disease Control Program during the term of the contract.

Monthly Activity Reports – The county Monthly Activity Report form will be provided by the CDFA online at www.cdfa.ca.gov/gwss. The county Monthly Activity Report must be submitted on a monthly basis. This report will be reviewed for consistency with your workplan and budget and will be required before invoices can be processed for payment. The hours reported on the Monthly Activity 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.

State Activities – The State may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

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. Counties must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained. The accounting standards and procedures for counties provided by the State Controller's Office are located at the following website <http://www.sco.ca.gov/ard/manual/cntyman.pdf>. Counties are required to comply with Federal 2 CFR 225 (OMB Circular A-87) which can be found at the following website <http://www.whitehouse.gov/omb/circulars/index.html>.



STANISLAUS COUNTY
DEPARTMENT OF AGRICULTURE
AND WEIGHTS AND MEASURES

Agreement No. 07-0100
Exhibit A
Attachment 1
Page 1 of 19

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

PIERCE'S DISEASE CONTROL PROGRAM

2007/08 - 2008/09 - 2009/10 WORKPLAN
STANISLAUS COUNTY

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ITEM A

PIERCE'S DISEASE CONTROL PROGRAM

MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: December 19, 2000

No. 2000-1000

On motion of Supervisor Simon, Seconded by Supervisor Blom,
and approved by the following vote,
Ayes: Supervisors: Paul, Mayfield, Blom, Simon, and Chairman Caruso
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None *B-1

THE FOLLOWING RESOLUTION WAS ADOPTED:

RESOLUTION IN SUPPORT OF DESIGNATION OF THE STANISLAUS COUNTY AGRICULTURAL COMMISSIONER'S OFFICE AS THE LOCAL PUBLIC AGENCY RESPONSIBLE FOR CONDUCTING STANISLAUS COUNTY'S GLASSY-WINGED SHARPSHOOTER/PIERCE'S DISEASE CONTROL PROGRAM

WHEREAS, the California State Legislature enacted statutes (California Food & Ag Code, Sections 6045 to 6047) declaring Pierce's Disease and its vectors a clear and present danger to many of California's agricultural commodities, especially grapes; and,

WHEREAS, these statutes created and provided funding to be conducted at the state and local levels; and,

WHEREAS, the Secretary of Agriculture has the authority to establish, maintain, and enforce regulations consistent with the intent of the Legislature to interpret, clarify and implement the statute; and,

WHEREAS, these regulations (Sections 3650 to 3660 of the California Code of Regulations) became effective July 2000; and,

WHEREAS, the Agricultural Commissioner's Office is the lead agency for Stanislaus County's Glassy-Winged Sharpshooter (GWSS)/Pierce's Disease Program; and,

WHEREAS, designation of the Stanislaus County Agricultural Commissioner's Office as the local public agency responsible for the Glassy-Winged Sharpshooter (GWSS)/Pierce's Disease Program is required to receive funding per State statute,

NOW, THEREFORE, BE IT RESOLVED that the Stanislaus County Board of Supervisors does hereby unanimously order and designate the Stanislaus County Agricultural Commissioner's Office as the local public agency responsible for conducting Stanislaus County's Glassy-Winged Sharpshooter/Pierce's Disease Control Program.

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: *[Signature]*

ATTEST: REAGAN M. WILSON, Clerk
Stanislaus County Board of Supervisors,
State of California,



By: Rv: Deputy

File No.

ITEM B

PIERCE'S DISEASE CONTROL PROGRAM

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

PRIMARY CONTACT:

Name: Stanislaus County Agricultural Commissioners Office

Address: 3800 Cornucopia Way, Suite B, Modesto, CA 95358

Phone Number: (209) 525-4730

Fax Number: (209) 525-4790

E-Mail Address: agcom50@co.stanislaus.ca.us

PIERCE'S DISEASE CONTROL PROGRAM

RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS

STANISLAUS COUNTY

March 14, 2007

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 upon approval by PDCP. 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. Multi-lingual 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, Darrin Okimoto, CDFA's Industrial Hygienist, can be contacted at (916) 654-1348.

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.

- 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
REGULATION OF COMMODITY MOVEMENT

The Stanislaus County Department of Agriculture will implement the CDFA GWSS nursery shipping protocol, bulk citrus protocol, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

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 vary from the GWSS Statewide Survey Protocols.

In the event of an infestation, nurseries in Stanislaus County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations [CCR]. 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 levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, 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 3660, 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 any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. 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].

ITEM F

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
 BUDGET**

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

Contract #
 Budget/Fiscal Display
 July 1, 2007 Through June 30, 2008

SURVEY/INSPECTION ACTIVITIES

***Personnel Services**

Permanent Salaries	Hourly Rate	Total Hours	Total cost
Deputy Agricultural Commissioner	28.96	50.00	\$ 1,448.00
Agricultural Inspector III	28.96	600.00	\$ 17,376.00
Accounting Technician	21.41	39.00	\$ 834.99
Ag assistant II Lead	18.66	900.00	\$ 16,794.00
Clerical	15.66	380.00	\$ 5,950.80
Total Permanent Salaries			\$ 42,403.79
Temporary Salaries	Hourly Rate	Total Hours	Total cost
Agricultural Assistant I	13.98	13,100.00	\$ 183,138.00
Agricultural Assistant II	15.35	895.00	\$ 13,738.25
Total Temporary Salaries			\$ 196,876.25
Staff Benefits	Percentage		Total Cost
Permanent	50.569700%		\$ 21,443.47
Temporary	6.620000%		\$ 13,033.21
Total Benefits			\$ 34,476.68
Overtime (177 hours)	Hourly Rate	Total Hours	Total cost
Agricultural Inspector III	43.43	62.00	2,692.66
Agricultural Assistant II Lead	27.99	15.00	419.85
Agricultural Assistant I	20.97	90.00	1,887.30
Agricultural Assistant II	23.02	10.00	230.20
Total Overtime			\$ 5,230.01
Total Personnel Services			\$ 278,986.73
<u>Operating Expenses</u>			
Communication			\$ 4,300.00
GWSS service and supplies			\$ 4,290.19
**Vehicle Expense			
Lease	340.9 /month	8 months	\$ 5,454.40
County @	0.485 /mile	8,000 miles	\$ 3,880.00
State @	0.325 /mile	74,000 miles	\$ 24,050.00
Indirect Cost (25% of total Personnel Services)			\$ 69,746.68

Total Operating Expenses \$ 111,721.27

TOTAL SURVEY \$ 390,708.00

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

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.

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

Contract #
 Budget/Fiscal Display
 July 1, 2008 Through June 30, 2009

SURVEY/INSPECTION ACTIVITIES

***Personnel Services**

Permanent Salaries	Hourly Rate	Total Hours	Total cost
Deputy Agricultural Commissioner	29.83	50.00	\$ 1,491.50
Agricultural Inspector III	29.83	585.00	\$ 17,450.55
Accounting Technician	22.06	39.00	\$ 860.34
Ag assistant II Lead	19.22	900.00	\$ 17,298.00
Clerical	16.38	380.00	\$ 6,224.40
Total Permanent Salaries			\$ 43,324.79
Temporary Salaries	Hourly Rate	Total Hours	Total cost
Agricultural Assistant I	14.40	12,985.00	\$ 186,984.00
Agricultural Assistant II	15.81	895.00	\$ 14,149.95
Total Temporary Salaries			\$ 201,133.95
Staff Benefits	Percentage		Total Cost
Permanent	48.405000%		\$ 20,971.36
Temporary	6.460000%		\$ 12,993.25
Total Benefits			\$ 33,964.61
Overtime (177 hours)	Hourly Rate	Total Hours	Total cost
Agricultural Inspector III	44.74	62.00	2,773.88
Lead Agricultural Assistant	28.83	15.00	432.45
Agricultural Assistant I	21.6	90.00	1,944.00
Agricultural Assistant II	23.71	10.00	237.10
Total Overtime			\$ 5,387.43
Total Personnel Services			\$ 283,810.78
Operating Expenses			
Communication			\$ 4,500.00
GWSS service and supplies			\$ 3,514.52
**Vehicle Expense			
County @ 0.485 /mile	8,000 miles		\$ 3,880.00
State @ 0.325 /mile	74,000 miles		\$ 24,050.00
Indirect Cost (25% of total Personnel Services)			\$ 70,952.70

Total Operating Expenses	\$ 106,897.22
TOTAL SURVEY	\$ 390,708.00

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

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.

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

Contract #
 Budget/Fiscal Display
 July 1, 2009 Through June 30, 2010

SURVEY/INSPECTION ACTIVITIES

***Personnel Services**

Permanent Salaries	Hourly Rate	Total Hours	Total cost
Deputy Agricultural Commissioner	30.28	50.00	\$ 1,514.00
Agricultural Inspector III	30.28	585.00	\$ 17,713.80
Accounting Technician	22.39	39.00	\$ 873.21
Ag assistant II Lead	19.51	900.00	\$ 17,559.00
Clerical	16.62	380.00	\$ 6,315.60
Total Permanent Salaries			\$ 43,975.61
Temporary Salaries	Hourly Rate	Total Hours	Total cost
Agricultural Assistant I	14.62	12,720.00	\$ 185,966.40
Agricultural Assistant II	16.05	895.00	\$ 14,364.75
Total Temporary Salaries			\$ 200,331.15
Staff Benefits	Percentage		Total Cost
Permanent	48.000000%		\$ 21,108.29
Temporary	6.360000%		\$ 12,741.06
Total Benefits			\$ 33,849.35
Overtime (177 hours)			
Agricultural Inspector III	45.42	62.00	2,816.04
Lead Agricultural Assistant	29.26	15.00	438.90
Agricultural Assistant I	21.93	90.00	1,973.70
Agricultural Assistant II	24.07	10.00	240.70
Total Overtime			\$ 5,469.34
Total Personnel Services			\$ 283,625.45
Operating Expenses			
Communication			\$ 4,500.00
GWSS service and supplies			\$ 3,746.19
**Vehicle Expense			
County @ 0.485 /mile	8,000 miles		\$ 3,880.00
State @ 0.325 /mile	74,000 miles		\$ 24,050.00
Indirect Cost (25% of total Personnel Services)			\$ 70,906.36

Total Operating Expenses \$ 107,082.55

TOTAL SURVEY \$ 390,708.00

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

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.

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.

ITEM J

**PIERCE'S DISEASE CONTROL PROGRAM
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

- The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.

- The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

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. Invoices shall be submitted 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. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. *CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D
(County 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. **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.

4. **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.

5. **Right To Terminate**

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.

AGREEMENT/SUMMARY
STD 215 (NEW 10/05)

AGREEMENT NUMBER 07-0100		AMENDMENT NUMBER
FORMAT	TYPE	SUBTYPE

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME
County of Stanislaus

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT
DEPARTMENT OF FOOD AND AGRICULTURE

4. DIVISION, BUREAU, OR OTHER UNIT
Pierces Disease

5. AGENCY BILLING CODE
03059

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Joy Mountjoy - 651-8182

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) County of Stanislaus 06-0476

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Glassy-winged sharpshooter county workplan.

9. AGREEMENT OUTLINE (Include reason for Agreement; Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
The county shall conduct survey, inspection, and/or treatment of the glassy-winged sharpshooter with the counties for fiscal year 2007/08, 2008/09 and 2009/10.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT

ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE \$ _____ or _____ %

OTHER (Explain) _____

11. PROJECTED EXPENDITURES					PROJECTED EXPENDITURES
FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	
General Fund Clearing Account	8570-001-0001	07/08	BA	2007	\$390,708.00
General Fund Clearing Account	8570-001-0001	08/09	BA	2008	\$390,708.00
General Fund Clearing Account	8570-001-0001	09/10	BA	2009	\$390,708.00
OBJECT CODE 569-50	AGREEMENT TOTAL				\$1,172,124.00
OPTIONAL USE 10024	AMOUNT ENCUMBERED BY THIS DOCUMENT				\$1,172,124.00
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

ACCOUNTING OFFICER'S SIGNATURE: *Elisa J. [Signature]* DATE SIGNED: *5/21/07* TOTAL AMOUNT ENCUMBERED TO DATE: \$1,172,124.00

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/07	06/30/10	\$1,172,124.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
TOTAL			\$1,172,124.00	

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER (Explain) SCM 5.80 B 3 b.
(Attach STD. 821) *(Give authority for exempt status)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Cost is based on the counties work plan and needs defined therein and is considered to be fair and reasonable.

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

(b)(8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are performed.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE PCC§ 10410 AND 10411 DEALING WITH CONFLICT OF INTEREST BEEN COMPLIED WITH?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE N/A ON FILE

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO (Explain below) YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: % of Agreement

- Good faith effort documentation attached if 3% goal is not reached
 We have determined that the contractor has made a sincere good faith effort to meet the goal

Explain:

N/A - Local government

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?
 NO YES (Indicate Industry Group) _____

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

- NO YES

On-going inspections and treatments for control of the glassy-winged sharpshooter within the county.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services

SIGNATURE/TITLE

DATE SIGNED

- *Joy Mountjoy, agpa*

5/8/07