

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

DEPT: Agricultural Commissioner

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE April 27, 2010

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval and Authorization for the Agricultural Commissioner to Sign Two New Contracts with the California Department of Food and Agriculture: Asian Citrus Psyllid Contract for Fiscal Years 2009-2010 and 2010-2011; and European Grapevine Moth Contract for Fiscal Year 2009-2010

STAFF RECOMMENDATIONS:

1. Approve and authorize the Agricultural Commissioner to sign two new contracts with the California Department of Food and Agriculture: Asian Citrus Psyllid contract for Fiscal Years 2009-2010 and 2010-2011; and European Grapevine Moth Contract for Fiscal Year 2009-2010.
2. Direct the Auditor-Controller to adjust appropriations and estimated revenue in the amount of \$64,752 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The reimbursement total of the two contracts for Fiscal Year 2009-2010 in the amount of \$64,752 is requested to be incorporated into the current year budget by the attached Budget Journal Form. Since the Asian Citrus Psyllid (ACP) contract spans two fiscal years, the reimbursement total for ACP contract activities of \$43,723 for Fiscal Year 2010-2011 will be requested for in the Proposed Budget for that fiscal year.

(Continued - See Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-226

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

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

| | Fiscal Year 2009-2010 | Fiscal Year 2010-2011 |
|-------------------------|-----------------------|-----------------------|
| Asian Citrus Psyllid | \$ 31,710 | \$ 43,723 |
| European Grapevine Moth | 33,042 | |
| TOTAL | \$ 64,752 | \$ 43,723 |

DISCUSSION:

The Asian Citrus Psyllid (ACP) and the European Grapevine Moth (EGVM) contracts represent new funding made available due to the emergence of these insect threats to agriculture. The California Department of Food and Agriculture proposes to contract with the Agricultural Commissioner to perform detection activities associated with ACP and EGVM. Since these were unanticipated contracts, they were not included in the Agricultural Commissioner's yearly request for approval of State contracts by the Board of Supervisors.

Asian Citrus Psyllid

The Asian Citrus Psyllid is a new pest that has been found in Southern California which, if established, could prove to be catastrophic to California's citrus industry. The insect, about the size of an aphid, is a vector for a virus known as the Huanglongbing disease. It has been responsible for nearly destroying the citrus industry in China, other parts of Asia, Brazil, and is a growing concern in Florida.

Currently, all of Imperial County and a large portion of San Diego County are under quarantine, and no host plant materials are allowed to be shipped to non-infested areas of the state. Hosts for this pest are all plants in the citrus family and Jasmine. Once established, the ACP moves rapidly. Fortunately, no cases of the virus Huanglongbing have been found in California and USDA has provided funding to the State for an aggressive campaign to prevent the spread of the pest.

The ACP contract provides for funding in the amount of \$75,433 to be distributed over Fiscal Years 2009-2010 and 2010-2011, from March 1, 2010 through September 30, 2010. This reimbursement will be used to fund detection activities in urban areas and in citrus production nurseries.

European Grapevine Moth

Another new insect invader which has recently been found in California is the European Grapevine Moth, a tiny moth whose larvae have the potential to destroy California's grape industry. Native to Italy and found in Europe, parts of Africa, Asia, the Middle East and Chile, EGVM was first discovered in September 2009 in a vineyard trap in Napa County. Subsequent finds have been made, mostly in grapes and olives, and have caused a 162 square mile quarantine in parts of Napa, Sonoma and Solano counties.

Damage from EVGM is done by the larvae causing flower damage, which results in failure of the fruit to develop and a reduced yield. Second and third generation larvae can enter and feed on ripening grapes and expose them to further damage such as fungal development and rot.

Approval and Authorization for the Agricultural Commissioner to Sign Two New Contracts with the California Department of Food and Agriculture: Asian Citrus Psyllid Contract for Fiscal Years 2009-2010 and 2010-2011; and European Grapevine Moth Contract for Fiscal Year 2009-2010
Page 3

DISCUSSION (Continued):

In order to prevent damage to the grape industry, the State has requested counties to place EGVM traps in all commercial vineyards throughout California. The EGVM contract provides for funding in the amount of \$33,042 for Fiscal Year 2009-2010 from March 1, 2010 through June 30, 2010. This reimbursement will be used to fund detection activities where grapevines with flowers or berries are present.

Both the Asian Citrus Psyllid and the European Grapevine Moth Contract represent programs which are vital to the protection of local and State agriculture, by preventing the introduction of unwanted and injurious pests.

POLICY ISSUE:

The Board of Supervisors should determine if this contract is consistent with the Board Priority to strive for A strong agricultural economy/heritage.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Gary Caseri, Agricultural Commissioner. Telephone: 209-525-4730.

**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 | 2009/2010 | |
| 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 | 23030 | | | | .0 | | 64,752.00 | St-Aid for Ag-pest detect | |
| 2 | 0100 | 0010100 | 50020 | | | | .0 | 32,413.00 | | Extra help | |
| 3 | 0100 | 0010100 | 50000 | | | | .0 | 9,823.00 | | Salaries and wages | |
| 4 | 0100 | 0010100 | 62990 | | | | .0 | 10,559.00 | | Exp - furnishings | |
| 5 | 0100 | 0010100 | 60400 | | | | .0 | 357.00 | | Communications | |
| 6 | 0100 | 0010100 | 60000 | | | | .0 | 800.00 | | Ag supplies | |
| 7 | 0100 | 0010100 | 74162 | | | | .0 | 5,000.00 | | Morgan shop fuel | |
| 8 | 0100 | 0010100 | 87090 | | | | .0 | 5,800.00 | | Utilities | |
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| 25 | | | | | | | .0 | | | | |
| Totals | | | | | | | | 64,752.00 | 64,752.00 | | |

Explanation: Increase revenue & appropriations associated with two new contracts with the California Department of Food and Agricultural for Asian Citrus Psyllid and European Grapevine Moth.

| | | | |
|------------------------------|------------------------|-----------------------------|-------------------------|
| Requesting Department | CEO | Auditors Office Only | |
| <i>M. L. Egan</i> | <i>Christina Adams</i> | | <i>[Signature]</i> |
| Signature | Signature | Prepared By | Admin Approval (\$75K+) |
| 4-14-10 | 4-16-10 | | 4-15-10 |
| Date | Date | Date | Date |

Contact Person & Phone Number

| |
|------------------------------------|
| AGREEMENT NUMBER 09-0769 |
| REGISTRATION 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
2. The term of this Agreement is: **March 1, 2010 Through September 30, 2010**
3. The maximum amount of this Agreement is: **\$75,433.00**
 Seventy-five Thousand Four Hundred Thirty-three 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 | 1 Page(s) |
| Attachment 1 | 3 Page(s) |
| Attachment 2 | 2 Page(s) |
| Attachment 3 | 3 Page(s) |

| | |
|---|-----------|
| Exhibit B – Budget Detail and Payment Provision | 1 Page(s) |
| Attachment 1 | 4 Page(s) |

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

Check mark one item below as Exhibit D:

| | |
|---|-----------|
| <input checked="" type="checkbox"/> Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) | 1 Page(s) |
| <input type="checkbox"/> Exhibit D*-Special Terms and Conditions | |
| <input checked="" type="checkbox"/> Exhibit E-Additional Provisions | 1 Page(s) |

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

5. Name of Program: Asian Citrus Psyllid *Deirdre M. Stratton, Deputy*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. *4/15/10*

| CONTRACTOR | |
|--|---------------------------------|
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF STANISLAUS | |
| BY (Authorized Signature) <i>Gary Caserl</i> | DATE SIGNED 4-29-10 |
| PRINTED NAME AND TITLE OF PERSON SIGNING GARY CASERL, AGRICULTURAL COMMISSIONER | |
| ADDRESS 3800 Cornucopia Way, Suite B, Modesto, CA 95358 | |
| STATE OF CALIFORNIA | |
| AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE | |
| BY (Authorized Signature) <i>Janice L. Price</i> | DATE SIGNED 5/19/2010 |
| PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, CONTRACTS MANAGER | |
| ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814 | |

California Department of General Services Use Only

APPROVED

JUL 14 2010

BOARD OF SUPERVISORS

DEPT OF GENERAL SERVICES

15 A 10:55

JL
 Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor shall provide labor and materials necessary to place and service traps for the detection of the Asian Citrus Psyllid, which is considered hazardous to agriculture and to the economy of California.

Services shall performed in and throughout the County of Stanislaus.

2. The program contract managers for this Agreement are:

| FOR CDFA, THE PROGRAM CONTRACT MANAGER IS: | FOR CONTRACTOR: |
|---|---|
| Name: Debby Tanouye, Branch Chief | Name: Gary Caseri |
| Section/Unit: Pest Detection/Emergency Projects | Section/Unit: Agricultural Commissioner |
| Address: 1220 N Street, Room 315 | Address: 3800 Cornucopia Way, Ste B |
| City/Zip: Sacramento, CA 95814 | City/Zip: Modesto, CA 95358 |
| Phone: 916-654-1211 | Phone: 805-781-5910 |
| Email: dtanouye@cdfa.ca.gov | Email: agcom50@stancounty.com |

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

SCOPE OF WORK

CONTRACT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION

Section 1 -- The California Department of Food and Agriculture shall:

1. Provide trapping materials for Asian citrus psyllid (ACP) detection: including traps and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide GPS units or reimbursement for GPS units up to \$250. Reimbursement will require a copy of the receipt.
4. Ensure timely payment of invoices following confirmation of contract compliance.
5. Provide quality assurance of program.

Section 2 -- The County Agricultural Commissioner shall:

1. Submit a completed budget display (using the provided work plan) for conducting ACP trapping duties using the following parameters:
 - Year round in infested counties.
 - Counties with commercial citrus and citrus nursery stock production will trap March 1 (during spring flush) until September 30, 2010 in the commercial citrus areas. Begin trapping around the citrus production nurseries and urban trapping during the normal pest detection season.
 - If funding allows for extended trapping, the contract may be amended.
2. Hire and/or train personnel.
3. Ensure that trapping procedures are followed.
4. Ensure that all documentation of work is complete and accurate.
5. Submit weekly reports using Report 3 to dtanouye@cdfa.ca.gov due by the close of business the following Wednesday.

6. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless weekly reports are submitted in a timely matter.
7. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation and removal.
8. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on ACP county trap lines, including any specified county commitment trap lines.
9. Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
10. Provide and maintain trapping vehicles.
11. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the attachment, "Asian Citrus Psyllid (ACP) Trapping Guidelines."

Section 3 – Description of Work

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Asian Citrus Psyllid (ACP) Trapping Guidelines."
2. Trapping performed in conjunction with existing detection trapping routes and/or sites (piggybacked) will be reimbursed at eight minutes per trap. These traps are serviced and maintained by existing general detection trappers.
3. Commercial trapping not in conjunction with any other detection activity will be fully reimbursed.
4. Mileage reimbursement is not allowed for ACP traps piggybacked onto pest detection sites.
5. Delimitation trapping may be required upon detection of "new location" finds, but only with the approval of PD/EP project management.
6. Incorporate the documentation of ACP traps into the books used for pest detection programs.

7. Complete a Daily Trapping Summary (Form 60-210) for each trapper. This form must be available for review by the district entomologist or the CDFA audit office for three years. To facilitate program audits, the Daily Trapping Summary – whether completed, daily, weekly or monthly – must be signed by the individual who performed the work. This applies to hand completed or electronic copies.

Section 4 -- Basis for Payment

1. Submit ACP invoices within 30 days after the end of each reporting period. Send the monthly invoices, along with the corresponding Pest Detection Report Number 3. Continue to send monthly invoices even if the fiscal year contract funds are depleted.
2. Submit invoices by postal mail or e-mail to: Joanne Shimada at the California Department of Food and Agriculture, PD/EP, 1220 N Street, Room 315, Sacramento, CA 95814, or to jshimada@cdfa.ca.gov. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Payment is contingent upon receiving weekly reports using Report Number 3.
4. Payment will be made monthly, in arrears, upon receipt and approval of invoice.
5. Invoice will conform to the attached sample invoice.

ACP Survey Report

Year: 2010

District: _____

County: _____

| WEEKLY SERVICE DATES | TRAPPING | | | SAMPLES | HOURS WORKED | REPORT COMPLETED BY: | COMMENTS |
|-------------------------|--------------------------|---------------------------|-----------------|----------------------|-----------------|-------------------------|----------|
| | Placed (+) Removed(-) | Total traps in Service | Traps Served | Samples Submitted | | | |
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| Totals | | | 0 | 0 | 0 | | |

Agreement No. *D9-0769*
 Exhibit *A*
 Attachment *2*
 Page *1* of *2*

| County | Date | Trap Number | | Address | Location | | | Check Appropriate Boxes | | | | | Sample Collected (Yes or No) | Entered by Data Manager | |
|--------|------|-------------|---------|---------|----------|----------|-----------|-------------------------|---------|-----------|----------|-----------------|---------------------------------|-------------------------|-----------------------------|
| | | Grid | Subgrid | | City | Latitude | Longitude | Placed | Removed | Relocated | Serviced | Skipped/Missing | | PDR Number * | Location Confirmed (yes) |
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Location -- enter all available data
 * The PDR number will be entered when the sample is submitted.

NOTE:
 The latitude & longitude must be collected in Datum NAD83 in decimal degrees (e.g., 34.42331, -119.82505).

Agreement No. 09-0769
 Exhibit A
 Attachment 2
 Page 2 of 2

Asian Citrus Psyllid (ACP) Trapping Guidelines

Trapping Season

- Infested counties – Trap year round.
- Commercial citrus and citrus nursery stock production counties – Begin commercial trapping in March (during spring flush) until September 30, 2010. If funding allows for extended trapping, the contract will be amended.
- Conduct urban trapping in citrus production counties during the normal pest detection season.

Trap Density

- Commercial - Place 15 traps per square mile up to a three mile radius of commercial citrus groves. For trapping high-risk areas outside the 3-mile radius, consult with your local district entomologist.
- Where urban areas exist within three mile radius, place 15 traps per square mile.
- Urban - Piggyback ACP traps on up to 5 existing pest detection trap sites per square mile. Trap must be placed in a host; if no host is available then do not place a trap. Therefore, the urban density may not always be 5 ACP traps per square mile.

Inspection Frequency

- Inspect commercial traps monthly.
- Inspect piggybacked urban traps at each regularly scheduled visit for that site.

Trap

- A yellow panel trap is to be used. The trap consists of two parts: a yellow panel trap and a trap hanger.

Attractant

- The yellow color is a visual attractant. Trap does not contain a pheromone or an insecticide.

Hosts

- Citrus and citrus relatives such as kumquat, orange jasmine, and curry leaf. Do not place in non-host trees.

Trap Assembly

- Assemble the trap by folding the trap open, thereby exposing the yellow, sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap.
- Write the trap number and date of deployment on the trap body prior to placing the trap. Trap numbers for ACP will include the six-digit grid number, subgrid designation, and the identifying letters "ACP". For example: commercial or rural: 075045-ACP-1; urban: 075045-W-ACP.

Trap Placement

- Hang traps outside the canopy of the tree in the upper 1/2 to 1/3 and near the outer ends of the branches. Maintain a foliage-free space 12 to 18 inches around the trap. Foliage should surround the trap beyond that distance, especially at the bottom and sides. Do not hang traps below the canopy or closer than four feet to the ground. Ensure that the trap is visible and in full sunlight. Place trap on south side of tree. In extremely hot areas, rotate trap to the north side of the tree.
- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees (e.g., 34.42331, -119.82505). The minimum information recorded in the GPS unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded for urban ACP traps when they are relocated. The GPS coordinates should also be added to the trap data card.

Baiting Interval

- Not applicable.

Trap Relocation

- Commercial - Relocate monthly if sufficient hosts are available.

- Urban - Relocate ACP traps when the primary detection traps are relocated. When relocating traps, always use a new trap. GPS the new site and document the new GPS coordinates on trap card.

Trap Replacement

- Change the trap with each relocation, every time a suspect is captured, or when it becomes dirty or cluttered with insects or other debris (i.e., as necessary).

Screening of Traps

- **IMPORTANT:** All traps removed from the field must be screened before being discarded.
 - CDFA will maintain regional screening centers for this purpose. Shipment costs for sending traps to a screening center will be reimbursed by CDFA.
 - Counties may instead elect to have a qualified staff member perform the screening.
 - Consult with your district entomologist for the appropriate option.

Submitting Specimens for Identification

- The entire trap containing the suspect insect(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the district entomologist after trapping a suspect insect.
- Submit the entire trap, leaving the suspect ACP in the trap, for identification to the Plant Pest Diagnostics Branch in Sacramento as efficiently and quickly as possible. If the suspect insect is alive on the trap, place the trap in the freezer for at least 1 hour to kill the specimen. Do not transport live specimens!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- Notify John Pozzi at jpozzi@cdfa.ca.gov upon all submissions. Include the e-PDR number in this communication.

**EXHIBIT B
(County 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. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

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>

Stanislaus

COUNTY DEPARTMENT OF AGRICULTURE
FY 2009-10 Asian Citrus Psyllid Work Plan
Commercial Trapping

A. PERSONNEL

1. STAFF - Detection Trappers

| | HOURS/ DAY | TOTAL WORK DAYS | HOURS |
|----------------------------|---------------|-----------------------|-------|
| 1 Agricultural Assistant I | 11.00 | 87.00 | 957 |
| 2 | 0.00 | 0.00 | 0 |
| 3 | 0.00 | 0.00 | 0 |
| 4 | 0.00 | 0.00 | 0 |
| 5 | 0.00 | 0.00 | 0 |
| 6 | 0.00 | 0.00 | 0 |
| 7 | 0.00 | 0.00 | 0 |
| 8 | 0.00 | 0.00 | 0 |
| 9 | 0.00 | 0.00 | 0 |
| 10 | 0.00 | 0.00 | 0 |

2. SALARIES - Detection Trappers

| | HOURLY RATE w/o BENEFITS | HOURS | SALARY |
|----------------------------|-----------------------------|-------|--------------------|
| 1 Agricultural Assistant I | \$15.65 | 957 | \$14,977.00 |
| 2 | \$0.00 | 0 | \$0.00 |
| 3 | \$0.00 | 0 | \$0.00 |
| 4 | \$0.00 | 0 | \$0.00 |
| 5 | \$0.00 | 0 | \$0.00 |
| 6 | \$0.00 | 0 | \$0.00 |
| 7 | \$0.00 | 0 | \$0.00 |
| 8 | \$0.00 | 0 | \$0.00 |
| 9 | \$0.00 | 0 | \$0.00 |
| 10 | \$0.00 | 0 | \$0.00 |
| Subtotal: | | | \$14,977.00 |

3. BENEFITS - Detection Trappers

| | BENEFIT RATE (%) | SALARY | BENEFIT COST |
|----------------------------|---------------------|-------------|-----------------|
| 1 Agricultural Assistant I | 3.7100% | \$14,977.00 | \$556.00 |
| 2 | 0.0000% | \$0.00 | \$0.00 |
| 3 | 0.0000% | \$0.00 | \$0.00 |
| 4 | 0.0000% | \$0.00 | \$0.00 |
| 5 | 0.0000% | \$0.00 | \$0.00 |
| 6 | 0.0000% | \$0.00 | \$0.00 |
| 7 | 0.0000% | \$0.00 | \$0.00 |
| 8 | 0.0000% | \$0.00 | \$0.00 |
| 9 | 0.0000% | \$0.00 | \$0.00 |
| 10 | 0.0000% | \$0.00 | \$0.00 |
| Subtotal: | | | \$556.00 |

DETECTION STAFF SUBTOTAL: \$15,533.00

4. STAFF - Non-Detection

| | HOURS/ DAY | WORK DAYS | HOURS |
|------------------------------------|---------------|--------------|-------|
| 1 Deputy Agricultural Commissioner | 0.50 | 87.00 | 44 |
| 2 Agricultural Assistant I | 3.00 | 5.00 | 15 |
| 3 Agricultural Assistant II | 0.75 | 87.00 | 65 |
| 4 Accountant II | 2.00 | 4.00 | 8 |
| 5 Clerical | 0.50 | 87.00 | 44 |
| 6 | 0.00 | 0.00 | 0 |
| 7 | 0.00 | 0.00 | 0 |

5. SALARIES - Non-Detection Staff

| | HOURLY RATE w/o BENEFITS | HOURS | SALARY |
|------------------------------------|-----------------------------|-------|-------------------|
| 1 Deputy Agricultural Commissioner | \$36.03 | 44 | \$1,585.00 |
| 2 Agricultural Assistant I | \$15.65 | 15 | \$235.00 |
| 3 Agricultural Assistant II | \$17.19 | 65 | \$1,117.00 |
| 4 Accountant II | \$24.39 | 8 | \$195.00 |
| 5 Clerical | \$18.44 | 44 | \$811.00 |
| 6 | \$0.00 | 0 | \$0.00 |
| 7 | \$0.00 | 0 | \$0.00 |
| Subtotal: | | | \$3,943.00 |

6. BENEFITS - Non-Detection Staff

- 1 Deputy Agricultural Commissioner
- 2 Agricultural Assistant I
- 3 Agricultural Assistant II
- 4 Accountant II
- 5 Clerical
- 6
- 7

| | BENEFIT RATE (%) | SALARY | BENEFIT COST |
|--------------------------------------|------------------|------------------|-------------------|
| | 40.2500% | \$1,585.00 | \$638.00 |
| | 3.7100% | \$235.00 | \$9.00 |
| | 3.6600% | \$1,117.00 | \$41.00 |
| | 22.8900% | \$195.00 | \$45.00 |
| | 57.1300% | \$811.00 | \$463.00 |
| | 0.0000% | \$0.00 | \$0.00 |
| | 0.0000% | \$0.00 | \$0.00 |
| | | Subtotal: | \$1,196.00 |
| NON-DETECTION STAFF SUBTOTAL: | | | \$5,139.00 |

25 % Overhead (Not to exceed 25%)

| | SALARIES | BENEFITS | OVERHEAD COST |
|-------------------------------|-------------|------------|--------------------|
| | \$18,920.00 | \$1,752.00 | \$5,168.00 |
| TOTAL PERSONNEL COST : | | | \$25,840.00 |

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

| Description | Cost |
|---------------------------|-----------------|
| a. Communications | \$170.00 |
| b. Supplies | \$300.00 |
| c. | \$0.00 |
| d. | \$0.00 |
| TOTAL SUPPLY COST: | \$470.00 |

C. VEHICLE OPERATIONS

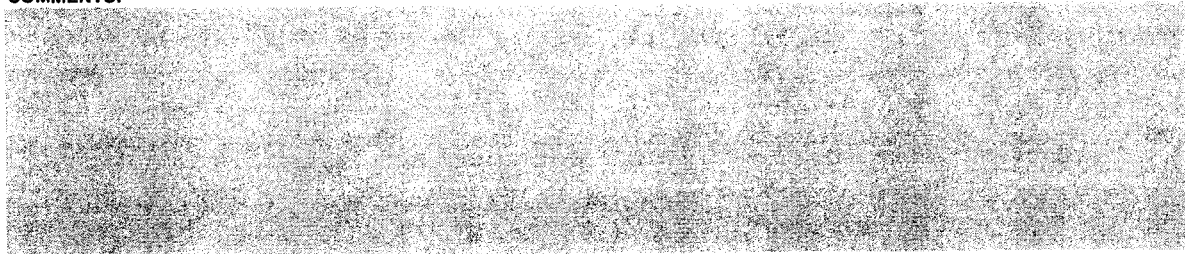
| COUNTY VEHICLES | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST | |
|----------------------------|---------------------|---------------------|-------------------|-------------------|------|
| 1.5 | 4 | 1800 | \$0.500 | \$5,400.00 | |
| STATE VEHICLES | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST | |
| 0 | 0 | 0 | \$0.285 | \$0.00 | |
| NO. OF LEASED VEHICLES | COST PER MONTH | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST |
| 0 | 0 | 0 | \$0.285 | \$0.00 | |
| VEHICLE COST TOTAL: | | | | \$5,400.00 | |

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 + Reimbursement rates are subject to change based on current rates published by the Internal Revenue Service.

2009-10 ACP Commercial Trapping Total Cost: \$31,710.00



COMMENTS:



2009-10 ACP Piggybacked Trapping Total Cost: \$0.00
2009-10 ACP Commercial Trapping Total Cost: \$31,710.00

"Enter county name" County Grand Total 2009-10 ACP Contract \$31,710.00

gpd

Stanislaus

COUNTY DEPARTMENT OF AGRICULTURE
FY 2010-11 Asian Citrus Psyllid Work Plan
Commercial Trapping

A. PERSONNEL

1. STAFF - Detection Trappers

| | HOURS/ DAY | TOTAL WORK DAYS | HOURS |
|----------------------------|---------------|-----------------------|-------|
| 1 Agricultural Assistant I | 8.00 | 152.00 | 1216 |
| 2 | 0.00 | 0.00 | 0 |
| 3 | 0.00 | 0.00 | 0 |
| 4 | 0.00 | 0.00 | 0 |
| 5 | 0.00 | 0.00 | 0 |
| 6 | 0.00 | 0.00 | 0 |
| 7 | 0.00 | 0.00 | 0 |
| 8 | 0.00 | 0.00 | 0 |
| 9 | 0.00 | 0.00 | 0 |
| 10 | 0.00 | 0.00 | 0 |

2. SALARIES - Detection Trappers

| | HOURLY RATE w/o BENEFITS | HOURS | SALARY |
|----------------------------|-----------------------------|-------|--------------------|
| 1 Agricultural Assistant I | \$15.65 | 1216 | \$19,030.00 |
| 2 | \$0.00 | 0 | \$0.00 |
| 3 | \$0.00 | 0 | \$0.00 |
| 4 | \$0.00 | 0 | \$0.00 |
| 5 | \$0.00 | 0 | \$0.00 |
| 6 | \$0.00 | 0 | \$0.00 |
| 7 | \$0.00 | 0 | \$0.00 |
| 8 | \$0.00 | 0 | \$0.00 |
| 9 | \$0.00 | 0 | \$0.00 |
| 10 | \$0.00 | 0 | \$0.00 |
| Subtotal: | | | \$19,030.00 |

3. BENEFITS - Detection Trappers

| | BENEFIT RATE (%) | SALARY | BENEFIT COST |
|----------------------------|---------------------|-------------|-----------------|
| 1 Agricultural Assistant I | 3.7100% | \$19,030.00 | \$706.00 |
| 2 | 0.0000% | \$0.00 | \$0.00 |
| 3 | 0.0000% | \$0.00 | \$0.00 |
| 4 | 0.0000% | \$0.00 | \$0.00 |
| 5 | 0.0000% | \$0.00 | \$0.00 |
| 6 | 0.0000% | \$0.00 | \$0.00 |
| 7 | 0.0000% | \$0.00 | \$0.00 |
| 8 | 0.0000% | \$0.00 | \$0.00 |
| 9 | 0.0000% | \$0.00 | \$0.00 |
| 10 | 0.0000% | \$0.00 | \$0.00 |
| Subtotal: | | | \$706.00 |

DETECTION STAFF SUBTOTAL: \$19,736.00

4. STAFF - Non-Detection

| | HOURS/ DAY | WORK DAYS | HOURS |
|------------------------------------|---------------|--------------|-------|
| 1 Deputy Agricultural Commissioner | 0.50 | 152.00 | 76 |
| 2 Agricultural Assistant I | 3.00 | 10.00 | 30 |
| 3 Agricultural Assistant II | 0.75 | 152.00 | 114 |
| 4 Accountant II | 2.00 | 8.00 | 16 |
| 5 Clerical | 0.50 | 152.00 | 76 |
| 6 | 0.00 | 0.00 | 0 |
| 7 | 0.00 | 0.00 | 0 |

5. SALARIES - Non-Detection Staff

| | HOURLY RATE w/o BENEFITS | HOURS | SALARY |
|------------------------------------|-----------------------------|-------|-------------------|
| 1 Deputy Agricultural Commissioner | \$36.03 | 76 | \$2,738.00 |
| 2 Agricultural Assistant I | \$15.81 | 30 | \$474.00 |
| 3 Agricultural Assistant II | \$17.36 | 114 | \$1,979.00 |
| 4 Accountant II | \$24.63 | 16 | \$394.00 |
| 5 Clerical | \$18.62 | 76 | \$1,415.00 |
| 6 | \$0.00 | 0 | \$0.00 |
| 7 | \$0.00 | 0 | \$0.00 |
| Subtotal: | | | \$7,000.00 |

6. BENEFITS - Non-Detection Staff

| | BENEFIT RATE (%) | SALARY | BENEFIT COST |
|------------------------------------|------------------|------------------|-------------------|
| 1 Deputy Agricultural Commissioner | 40.2500% | \$2,738.00 | \$1,102.00 |
| 2 Agricultural Assistant I | 3.7100% | \$474.00 | \$18.00 |
| 3 Agricultural Assistant II | 3.6600% | \$1,979.00 | \$72.00 |
| 4 Accountant II | 22.8900% | \$394.00 | \$90.00 |
| 5 Clerical | 57.1300% | \$1,415.00 | \$808.00 |
| 6 | 0.0000% | \$0.00 | \$0.00 |
| 7 | 0.0000% | \$0.00 | \$0.00 |
| | | Subtotal: | \$2,090.00 |

NON-DETECTION STAFF SUBTOTAL: \$9,090.00

25 % Overhead (Not to exceed 25%)

| SALARIES | BENEFITS | OVERHEAD COST |
|-------------------------------|------------|--------------------|
| \$26,030.00 | \$2,796.00 | \$7,207.00 |
| TOTAL PERSONNEL COST : | | \$36,033.00 |

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

| Description | Cost |
|---------------------------|-----------------|
| a. Communications | \$140.00 |
| b. Supplies | \$350.00 |
| c. | \$0.00 |
| d. | \$0.00 |
| TOTAL SUPPLY COST: | \$490.00 |

C. VEHICLE OPERATIONS

| COUNTY VEHICLES | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST | |
|------------------------|---------------------|---------------------|-------------------|----------------|--------|
| 1 | 8 | 1800 | \$0.500 | \$7,200.00 | |
| STATE VEHICLES | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST | |
| 0 | 0 | 0 | \$0.285 | \$0.00 | |
| NO. OF LEASED VEHICLES | COST PER MONTH | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST |
| 0 | 0 | 0 | 0 | \$0.285 | \$0.00 |

VEHICLE COST TOTAL: \$7,200.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 * Reimbursement rates are subject to change based on current rates published by the Internal Revenue Service.

2009-10 ACP Commercial Trapping Total Cost: \$43,723.00



COMMENTS:

[Large greyed-out area for comments]

| | |
|--|-------------|
| 2009-10 ACP Piggybacked Trapping Total Cost: | \$0.00 |
| 2009-10 ACP Commercial Trapping Total Cost: | \$43,723.00 |

"Enter county name" County Grand Total 2009-10 ACP Contract \$43,723.00

2010-11
040

gpc

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 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 may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E
ADDITIONAL PROVISIONS

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2009/2010 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |
| APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL | | |

BY

Deirdre McHarris, Deputy
4/15/10

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California

Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

| |
|------------------------------------|
| AGREEMENT NUMBER 09-0811 |
| REGISTRATION 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

2. The term of this Agreement is: March 1, 2010 Through June 30, 2010

3. The maximum amount of this Agreement is: \$33,042.00
Thirty-three Thousand Forty-two 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 | 1 Page(s) |
| Attachment 1 | 3 Page(s) |
| Attachment 2 | 2 Page(s) |
| Attachment 3 | 4 Page(s) |

| | |
|---|-----------|
| Exhibit B – Budget Detail and Payment Provision | 1 Page(s) |
| Attachment 1 | 2 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) 1 Page(s)
- Exhibit D*-Special Terms and Conditions
- Exhibit E – Additional Terms and Conditions 1 Page(s)

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

1 Page(s)
 BY

5. Name of Program: European Grapevine Moth

Suzanne McHath, Deputy
 4/15/10

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

Gary Caseri

4-29-10

PRINTED NAME AND TITLE OF PERSON SIGNING

GARY CASERI, AGRICULTURAL COMMISSIONER

ADDRESS

3800 Cornucopia Way, Suite B, Modesto, CA 95358

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

Janice L. Price

5/26/2010

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, CONTRACTS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General Services Use Only

BOARD OF SUPERVISORS
 2010 DEC 15 A 10:55

Exempt per: DGS Ltr 28.6

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor shall provide labor and materials necessary for the placing and servicing of traps for the detection of the European Grapevine Moth.

Services shall be provided within the County of Stanislaus.

2. The program contract managers for this Agreement are:

| FOR CDFA, THE PROGRAM CONTRACT MANAGER IS: | FOR CONTRACTOR: |
|---|---|
| Name: Debby Tanouye, Branch Chief | Name: Gary Caseri |
| Section/Unit: Pest Detection/Emergency Projects | Section/Unit: Agricultural Commissioner |
| Address: 1220 N Street, Room 315 | Address: 3800 Cornucopia Way, Ste B |
| City/Zip: Sacramento, CA 95814 | City/Zip: Modesto, CA 95358 |
| Phone: 916-654-1211 | Phone: 805-781-5910 |
| Email: dtanouye@cdfa.ca.gov | Email: agcom50@stancounty.com |

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

SCOPE OF WORK

CONTRACT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING

March 1, 2010

Section 1 -- The California Department of Food and Agriculture shall:

1. Provide trapping materials for European Grapevine Moth (EGVM) detection: including traps, lures and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide GPS units or reimbursement for GPS units up to \$250. Reimbursement will require a copy of the receipt.
4. Ensure timely payment of invoices following confirmation of contract compliance.
5. Provide quality assurance of program.

Section 2 -- The County Agricultural Commissioner shall:

1. Submit a completed budget display (using the provided work plan).
 - o Napa County – Place 25 traps per square mile through November 30, 2010.
 - o Solano and Sonoma counties – place 25 traps per square mile within a five mile radius of any EGVM detection through November 30, 2010. Outside this area, place 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres) for three months (one flight season).
 - o All other counties - Place 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres) for three months (one flight season).
 - o If funding allows for extended trapping or if traps have not been deployed for three months, the contract may be amended.
2. Hire and/or train personnel.

3. Ensure that trapping procedures are followed.
4. Ensure that all documentation of work is complete and accurate.
5. Submit weekly reports using Report 2 to dtanouye@cdfa.ca.gov due by the close of business the following Wednesday.
6. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless weekly reports are submitted in a timely manner.
7. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
8. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on EGVM county trap lines.
9. Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
10. Provide and maintain trapping vehicles.
11. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved method(s). See **Submitting Specimens for Identification** in the attachment, "European Grapevine Moth (EGVM) Trapping Guidelines."

Section 3 -- Description of Work

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "European Grapevine Moth (EGVM) Trapping Guidelines (March 1, 2010)."
2. Commercial trapping not in conjunction with any other detection activity will be fully reimbursed.
3. Mileage reimbursement is not allowed for EGVM traps piggybacked onto pest detection sites.

4. Delimitation trapping may be required upon detection of "new location" finds, but only with the approval of PD/EP project management.
5. If EGVM traps are piggybacked onto other detection sites, incorporate the documentation for EGVM traps into the books used for pest detection programs.
6. Complete a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This will serve as official documentation of work performed. This form must be available for review by the district entomologist or CDFA audit office for three years. To facilitate program audits, the DTS – whether completed daily, weekly or monthly – must be signed by the individual who performed the work indicated on that summary. This applies to hand completed or electronic summaries.

Section 4 -- Basis for Payment

1. Submit invoices by postal mail or e-mail to: Joanne Shimada at California Department of Food and Agriculture, 1220 N Street, Room 315, Sacramento, CA 95814, or to jshimada@cdfa.ca.gov. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
2. Payment is contingent upon receiving weekly reports, using Report 2.
3. Payment will be made monthly, in arrears, upon receipt and approval of invoice.
4. Invoice will conform to attached sample invoice.

EGVM Survey Report

Year: 2010

District: _____

County: _____

| WEEKLY SERVICE DATES | TRAPPING | | | SAMPLES Submitted | HOURS WORKED | REPORT COMPLETED BY: | COMMENTS |
|----------------------|-----------------------|------------------------|----------------|-------------------|--------------|----------------------|----------|
| | Placed (+) Removed(-) | Total traps in Service | Traps Serviced | | | | |
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| Totals | | | 0 | 0 | 0 | | |

| County | Date | Trap Number | | Address | Location | | | Check Appropriate Boxes | | | | | Sample Collected (Yes or No) | Entered by Data Manager | | |
|--------|------|-------------|---------|---------|----------|----------|-----------|-------------------------|---------|-----------|----------|-----------------|---------------------------------|-------------------------|-----------------------------|--|
| | | Grid | Subgrid | | City | Latitude | Longitude | Placed | Removed | Relocated | Serviced | Skipped/Missing | | PDR Number * | Location Confirmed (yes) | |
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Location -- enter all available data
 * The PDR number will be entered when the sample is submitted.

NOTE:
 The latitude & longitude must be collected in Datum NAD83 in decimal degrees (e.g., 34.42331, -119.82505).

Agreement No. 09-0811
 Exhibit A
 Attachment 2
 Page 2 of 2

European Grapevine Moth (EGVM) Trapping Guidelines

March 1, 2010

Trapping Seasons

- Commercial grape production areas:
 - Napa County –through November 30, 2010.
 - Solano and Sonoma counties – within a five mile radius of any EGVM detection, though November 30, 2010. Otherwise, the season is three months or one flight period.
 - All other counties will trap for three months or one flight period.
 - If funding allows for extended trapping or if the traps have not been deployed for three months, the contract may be amended.

Trap Density

- Commercial grape production areas
 - Napa County – 25 traps per square mile
 - Solano and Sonoma counties – place 25 traps per square mile within a five mile radius of any EGVM detection and 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres).
 - All other counties– place 16 traps per square mile where grapevines with flowers or berries are present (i.e., 1 trap per 40 acres).
- In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the commercial grape acreage in that square mile.

Inspection Frequency

- Once every 14 days, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in the trap book and include the information in the weekly trapping report Report Number 2.

Trap

- The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.

Attractant

- The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.

Hosts

- The primary host for EGVM is grapes. However, complete lifecycles may occur in a variety of other plants, including olive, blackberry, apricot, cherry, plum, kiwi pomegranate, privet, ivy, ornamental daphne, and carnation plants.

Trap Assembly

- Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
- Write the trap number and date of deployment on the trap body prior to placing the trap. Trap numbers for EGVM will include the six-digit grid number, subgrid designation, and the identifying letters "EGVM". For example: Commercial: 075045-EGVM-1.
- TO PREVENT CONTAMINATION OF OTHER SURFACES, AVOID DIRECT CONTACT WITH THE PHEROMONE SEPTA. Open the septa pouch; squeeze the septa directly into the trap, securing it onto the stickum on the bottom of the trap. Discard the empty packet according to the directive of the trapping office. DO NOT DISPOSE OF LURES OR LURE PACKAGES IN THE FIELD.
- Upon deployment, open the ends of the trap. Opening the ends of the trap will increase airflow and dispersal of the pheromone.
- If the primary trap at a site is a gypsy moth trap, place the EGVM lure into the gypsy moth trap. In this case, keep the ends of the trap closed and follow the placement protocol for the gypsy moth trap.

Trap Placement

- Vineyards – Place traps at the end of the rows of the major vineyard throughways hanging them from the tallest vine cordon wires using zip ties or support poles away from the branches of the vines (unobstructed). Align traps so that they are parallel to the vine row.
- Open the ends of the trap. The openings must be free from obstructions. Place the trap out of the reach of children.

- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than 6 digits, please truncate the figures (DO NOT round up or down). The minimum information recorded in the GPS unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if/when EGVM traps are relocated.
- In addition, document the GPS coordinates on the trap card.

Baiting Interval

- Vineyard traps -- Every four weeks remove old septa and replace with new septa.

Trap Relocation

- Vineyard traps-- Do not relocate unless the vineyard has been treated with a pesticide and the re-entry interval precludes timely servicing of the traps. Depending on vineyard treatment schedules, traps may need to be moved. Replace or relocate the traps as soon as possible after the re-entry period has lapsed. GPS the new site and document the GPS units on the trap card.

Submitting Specimens for Identification

- The entire trap containing the suspect moth(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the district entomologist after trapping a suspect moth(s). Send or deliver suspect specimens to Sacramento by the quickest means possible.
- Submit the entire trap, leaving the suspect EGVM adult(s) in the trap, for identification to the Plant Pest Diagnostics Branch. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth(s). Do not transport/send live specimens!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.

- Notify John Pozzi (jpozzi@cdfa.ca.gov) upon all submissions. Include the e-PDR number in this communication.

EXHIBIT B
(County 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. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

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>

Stanislaus

COUNTY DEPARTMENT OF AGRICULTURE
FY 2009-10 European Grapevine Moth Work Plan
Commercial Trapping

A. PERSONNEL

1. STAFF - Detection Trappers

| | HOURS/ DAY | TOTAL WORK DAYS | HOURS |
|---------------------------|---------------|-----------------------|-------|
| 1 Agricultural Assitant I | 16.00 | 65.00 | 1040 |
| 2 | 0.00 | 0.00 | 0 |
| 3 | 0.00 | 0.00 | 0 |
| 4 | 0.00 | 0.00 | 0 |
| 5 | 0.00 | 0.00 | 0 |
| 6 | 0.00 | 0.00 | 0 |
| 7 | 0.00 | 0.00 | 0 |
| 8 | 0.00 | 0.00 | 0 |
| 9 | 0.00 | 0.00 | 0 |
| 10 | 0.00 | 0.00 | 0 |

2. SALARIES - Detection Trappers

| | HOURLY RATE w/o BENEFITS | HOURS | SALARY |
|---------------------------|-----------------------------|-------|--------------------|
| 1 Agricultural Assitant I | \$15.65 | 1040 | \$16,276.00 |
| 2 | \$0.00 | 0 | \$0.00 |
| 3 | \$0.00 | 0 | \$0.00 |
| 4 | \$0.00 | 0 | \$0.00 |
| 5 | \$0.00 | 0 | \$0.00 |
| 6 | \$0.00 | 0 | \$0.00 |
| 7 | \$0.00 | 0 | \$0.00 |
| 8 | \$0.00 | 0 | \$0.00 |
| 9 | \$0.00 | 0 | \$0.00 |
| 10 | \$0.00 | 0 | \$0.00 |
| Subtotal: | | | \$16,276.00 |

3. BENEFITS - Detection Trappers

| | BENEFIT RATE (%) | SALARY | BENEFIT COST |
|---------------------------|---------------------|-------------|-----------------|
| 1 Agricultural Assitant I | 3.7100% | \$16,276.00 | \$604.00 |
| 2 | 0.0000% | \$0.00 | \$0.00 |
| 3 | 0.0000% | \$0.00 | \$0.00 |
| 4 | 0.0000% | \$0.00 | \$0.00 |
| 5 | 0.0000% | \$0.00 | \$0.00 |
| 6 | 0.0000% | \$0.00 | \$0.00 |
| 7 | 0.0000% | \$0.00 | \$0.00 |
| 8 | 0.0000% | \$0.00 | \$0.00 |
| 9 | 0.0000% | \$0.00 | \$0.00 |
| 10 | 0.0000% | \$0.00 | \$0.00 |
| Subtotal: | | | \$604.00 |

DETECTION STAFF SUBTOTAL: \$16,880.00

4. STAFF - Non-Detection

| | HOURS/ DAY | WORK DAYS | HOURS |
|------------------------------------|---------------|--------------|-------|
| 1 Deputy Agricultural Commissioner | 0.50 | 65.00 | 33 |
| 2 Clerical | 0.33 | 65.00 | 21 |
| 3 Accountant II | 2.00 | 4.00 | 8 |
| 4 Agricultural Assistant II | 1.10 | 30.00 | 33 |
| 5 Agricultural Assistant II (Lead) | 1.00 | 65.00 | 65 |
| 6 | 0.00 | 0.00 | 0 |
| 7 | 0.00 | 0.00 | 0 |

5. SALARIES - Non-Detection Staff

| | HOURLY RATE w/o BENEFITS | HOURS | SALARY |
|------------------------------------|-----------------------------|-------|-------------------|
| 1 Deputy Agricultural Commissioner | \$36.03 | 33 | \$1,189.00 |
| 2 Clerical | \$18.44 | 21 | \$387.00 |
| 3 Accountant II | \$24.39 | 8 | \$195.00 |
| 4 Agricultural Assistant II | \$19.90 | 33 | \$657.00 |
| 5 Agricultural Assistant II (Lead) | \$17.19 | 65 | \$1,117.00 |
| 6 | \$0.00 | 0 | \$0.00 |
| 7 | \$0.00 | 0 | \$0.00 |
| Subtotal: | | | \$3,545.00 |

6. BENEFITS - Non-Detection Staff

| | BENEFIT RATE (%) | SALARY | BENEFIT COST |
|------------------------------------|------------------|------------------|-------------------|
| 1 Deputy Agricultural Commissioner | 40.2500% | \$1,189.00 | \$479.00 |
| 2 Clerical | 57.1300% | \$387.00 | \$221.00 |
| 3 Accountant II | 22.8900% | \$195.00 | \$45.00 |
| 4 Agricultural Assistant II | 53.7500% | \$657.00 | \$353.00 |
| 5 Agricultural Assistant II (Lead) | 3.6600% | \$1,117.00 | \$41.00 |
| 6 | 0.0000% | \$0.00 | \$0.00 |
| 7 | 0.0000% | \$0.00 | \$0.00 |
| | | Subtotal: | \$1,139.00 |

NON-DETECTION STAFF SUBTOTAL: \$4,684.00

25 % Overhead (Not to exceed 25%)

| SALARIES | BENEFITS | OVERHEAD COST |
|-------------|------------|---------------|
| \$19,821.00 | \$1,743.00 | \$5,391.00 |

TOTAL PERSONNEL COST : \$26,955.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, GPS, etc.,)

| Description | Cost |
|---------------------------|-----------------|
| a. communication | \$187.00 |
| b. supplies | \$500.00 |
| c. | \$0.00 |
| d. | \$0.00 |
| TOTAL SUPPLY COST: | \$687.00 |

C. VEHICLE OPERATIONS

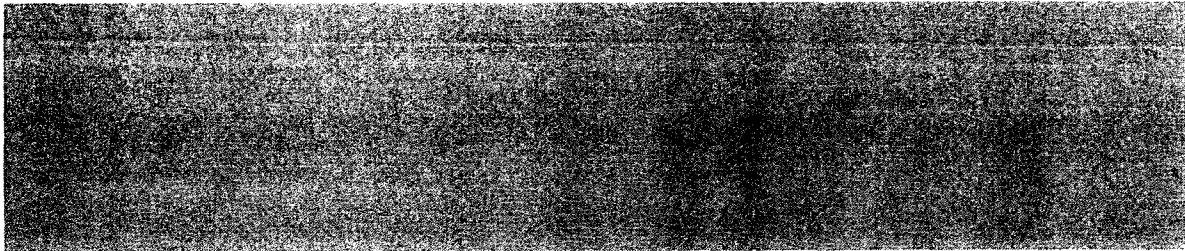
| COUNTY VEHICLES | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST | |
|------------------------|---------------------|---------------------|-------------------|----------------|--------|
| 2 | 3 | 1800 | \$0.500 | \$5,400.00 | |
| STATE VEHICLES | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST | |
| 0 | 0 | 0 | \$0.285 | \$0.00 | |
| NO. OF LEASED VEHICLES | COST PER MONTH | NO. OF USAGE MONTHS | MILEAGE PER MONTH | COST PER MILE* | COST |
| 0 | 0 | 0 | 0 | \$0.285 | \$0.00 |

VEHICLE COST TOTAL: \$5,400.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

2009-10 EGVM Commercial Trapping Total Cost: \$33,042.00

COMMENTS:



YSS

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 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 be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by a governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2009/2010 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

CONTRACTOR CERTIFICATION CLAUSES

BY

Suzanne M. Grath, Deputy
4/15/10

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California

Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.