

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

DEPT: AGRICULTURAL COMMISSIONER

BOARD AGENDA # *B-4

Urgent

Routine

CEO Concurs with Recommendation YES NO

(Information Attached)

AGENDA DATE MAY 24, 2011

4/5 Vote Required YES NO

SUBJECT:

Approval and Authorization for the Agricultural Commissioner to Sign the Asian Citrus Psyllid Contract with the California Department of Food and Agriculture for Fiscal Years 2010-2011 and 2011-2012

STAFF RECOMMENDATIONS:

1. Approve and authorize the Agricultural Commissioner to Sign the Asian Citrus Psyllid Contract with the California Department of Food and Agriculture for Fiscal Years 2010-2011 and 2011-2012.
2. Direct the Auditor-Controller to adjust appropriations and estimated revenue in the amount of \$98,507 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The total reimbursement for this Asian Citrus Psyllid (ACP) contract is \$152,214. The total reimbursement for Fiscal Year 2010-2011 is \$114,613 and \$37,601 for Fiscal Year 2011-2012. A Total of \$16,106 is already included in the Fiscal Year 2010-2011 budget. Therefore, a reimbursement total of only \$98,507 is requested to be incorporated into the current year's budget by the attached Budget Journal Form. Since the ACP contract spans two fiscal years, the reimbursement total for contract activities of \$37,601 was requested in the Fiscal Year 2011-2012 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2011-306

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

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

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.

Approval and Authorization for the Agricultural Commissioner to Sign the Asian Citrus Psyllid Contract with the California Department of Food and Agriculture for Fiscal Years 2010-2011 and 2011-2012

DISCUSSION:

On April 27, 2010, the Board of Supervisors approved and authorized the Agricultural Commissioner to sign and enter into an agreement with the California Department of Food and Agriculture (CDFA) to perform an Asian Citrus Psyllid detection survey and associated activities. The contract amount was estimated at that time to be \$43,723 for Fiscal Year 2010-2011, however at the end of the contract (September 30, 2010), CDFA requested that the Agricultural Commissioner continue the detection activities through the winter of 2010 and spring of 2011. As a result, as part of the Recommended Proposed Budget for Fiscal Year 2010-2011, the Agricultural Commissioner budgeted an amount above, by \$16,106, what was originally estimated to cover planned activities. The Agricultural Commissioner continued to perform detection activities with the anticipation of an additional contract for Fiscal Year 2010-2011. Staff's recommendation aligns the budgeted amount for Fiscal Year 2010-2011 to the actual contract amount for the Asian Citrus Psyllid detection survey.

This Asian Citrus Psyllid (ACP) contract represents additional funding made available due to the emergence of this insect and its threat to agriculture. The California Department of Food and Agriculture proposes to contract with the Agricultural Commissioner to perform detection activities associated with ACP. Since this contract is in addition to and significantly more than the estimated budgeted amount previously approved by this Board, the Department is requesting separate approval for this contract and the necessary adjustment to budget.

The Asian Citrus Psyllid is a pest that was found in Southern California in 2008 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, seven southern California counties are under partial or complete quarantine, and no host plant materials are allowed to be shipped from these quarantine areas 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 the United States Department of Agriculture has provided funding to the State for an aggressive campaign to prevent the spread of the pest.

The Asian Citrus Psyllid detection program is vital to the protection of local and State agriculture, as it provides an early warning system and helps to prevent the introduction and spread of this unwanted and injurious pest. The survey activities performed under this contract help to maintain the County free from ACP status and allows the production citrus industry and wholesale nurseries to ship plant materials freely.

POLICY ISSUE:

Approval of this item supports the Board priority of A Strong Agricultural Economy/Heritage by securing outside funding for critical programs and services that benefit the agricultural industry in Stanislaus County.

Approval and Authorization for the Agricultural Commissioner to Sign the Asian Citrus Psyllid Contract with the California Department of Food and Agriculture for Fiscal Years 2010-2011 and 2011-2012

STAFFING IMPACT:

There is no staffing impact associated with this request.

CONTACT INFORMATION:

Gary Caseri, Agricultural Commissioner, 525-4730

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

10-0064-SF

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF STANISLAUS

2. The term of this Agreement is: October 1, 2010 through September 30, 2011

3. The maximum amount of this Agreement is: \$152,214.00
One Hundred Fifty-two Thousand Two Hundred Fourteen Dollars and
Zero 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: 8 Page(s)
• Recipient and Project Information
• Scope of Work

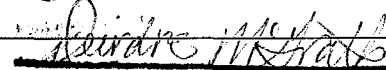
Exhibit B: 7 Page(s)
• Budget & Payment Provisions
• Budget

Exhibit C – General Terms and Conditions 2 Page(s)

Exhibit D – Federal Terms and Conditions 3 Page(s)

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY



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

RECIPIENT

RECIPIENT'S NAME (County's Name)
COUNTY OF STANISLAUS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

MA

EXHIBIT A
RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

County will 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 the economy of California.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Debby Tanouye	Name:	Gary Caseri
Section/Unit:	Pest Detection/Emergency Projects	Section/Unit:	COUNTY OF STANISLAUS
Address:	1220 N Street, Room 315	Address:	3800 Cornucopia Way, Suite B
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Modesto, CA 95358
Phone:	916-654-1211	Phone:	209-525-4730
Email Address:	dtanouye@cdfa.ca.gov	Email Address:	agcom50@stancounty.com

3. For a detailed description of work to be performed and duties, see Scope of Work.

SCOPE OF WORK

CONTRACT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION

January 19, 2011

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. Ensure timely payment of invoices following confirmation of contract compliance.
4. 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, 2011 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 into IPHIS, or similar, USDA database (database to be determined and provided later.).

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 Asian Citrus Psyllid (ACP) Trapping Guidelines, (January 19, 2011).**

Section 3 – Description of Work

1. **Trapping activities will be conducted by County personnel following the guidelines and direction found in the Asian Citrus Psyllid (ACP) Trapping Guidelines, (January 19, 2011).**
2. **Trapping performed in conjunction with existing detection trapping routes and/or sites (piggybacked) will be reimbursed at six 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 invoices by postal mail or e-mail to: Scott Okimura at the California Department of Food and Agriculture, PD/EP, 1220 N Street, Room 315, Sacramento, CA 95814, or to sokimura@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 and listing the names of staff receiving payment on the invoice.
3. Payment will be made monthly, in arrears, upon receipt and approval of invoice.
4. Invoicing will conform to the attached invoice(s).

Asian Citrus Psyllid (ACP) Trapping Guidelines

January 19, 2011

Trapping Season

- Infested counties and the counties of Fresno, Kern, Madera, San Luis Obispo and Tulare – Trap year round.
- Other commercial citrus and citrus nursery stock production counties – Begin commercial buffer trapping in March (during spring flush) through September 30, 2011. Remove traps during the first servicing after September 30, 2011.
- Conduct urban trapping in citrus production counties during the normal pest detection season.

Trap Density

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

Inspection Frequency

- Inspect all traps in the commercial three-mile buffer monthly, including those placed in urban areas within the buffer.
- Inspect piggybacked urban traps (those traps not in the three-mile buffer) at each regularly scheduled visit for that site.

Trap

- The trap consists of two parts: a yellow panel trap and a trap hanger.

Attractant

- The yellow color is a visual attractant. The 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 traps in non-host trees.

Trap Assembly & Numbering

- 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 unique 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 (urban trapping), and the identifying letters "ACP." For example: Commercial or rural: 075045-ACP-1; Urban and piggybacked: 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 to 6 decimal points (e.g., 34.42331, -119.82505). If there are more than 6 digits, truncate (cut off) the figures; DO NOT round up or down. Record the unique trap number with the corresponding GPS reading. New GPS points must be recorded for urban ACP traps when they are relocated. The GPS coordinates must be added to the trap data card.

Baiting Interval

- Not applicable.

Trap Relocation

- Commercial buffer trapping - Relocate monthly if sufficient hosts are available.
- Urban detection - Relocate ACP traps when the primary detection traps are relocated. When relocating traps, always use a new trap. Submit all traps to a qualified screener. GPS the new site and document the new GPS coordinates on trap card.

Trap Replacement

- Replace traps monthly or with each relocation (as with Jackson trap inserts).
- Change the trap with each relocation, every time a suspect is captured, or when the trap 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 Laboratory 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 Debby Tanouye at dtanouye@cdfa.ca.gov upon all submissions. Include the e-PDR number in this communication.

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For assistance satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with the rates specified in the Scope of Work and Budget.
- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, or offer to amend the Agreement to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 -- The California Prompt Payment Act.

4. Allowable Line Item Shifts

- A. Upon approval of the CDFA Agreement Manager, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit B, Budget, so long as the annual Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from the CDFA Agreement Manager when a line item shift amount is over ten percent (10%).

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. Budget

For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.

A. PERSONNEL

1. STAFF - Detection Trappers

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Cristina Galvan	Agricultural Inspector 1	8.00	93.00	744
2 Melanie Fisher	Agricultural Inspector 1	8.00	90.50	724
3 Daniel Mitchell	Agricultural Assistant 1	8.00	87.00	696
4 Kirsten Cederlund	Agricultural Assistant 1	8.00	87.00	696
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

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Cristina Galvan	Agricultural Inspector 1	\$22.80	744	\$16,814.00
2 Melanie Fisher	Agricultural Inspector 1	\$18.32	724	\$13,343.00
3 Daniel Mitchell	Agricultural Assistant 1	\$15.81	696	\$11,004.00
4 Kirsten Cederlund	Agricultural Assistant 1	\$15.81	696	\$11,004.00
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:				\$52,665.00

3. BENEFITS - Detection Trappers

Employee Name	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Cristina Galvan	Agricultural Inspector 1	33.8500%	\$16,814.00	\$5,682.00
2 Melanie Fisher	Agricultural Inspector 1	40.0000%	\$13,343.00	\$5,337.00
3 Daniel Mitchell	Agricultural Assistant 1	4.8300%	\$11,004.00	\$542.00
4 Kirsten Cederlund	Agricultural Assistant 1	4.8300%	\$11,004.00	\$542.00
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:				\$12,313.00

DETECTION STAFF SUBTOTAL: \$64,978.00

4. STAFF - Non-Detection

Employee Name	Title	HOURS/ DAY	WORK DAYS	HOURS
1 Timothy Pelican	Deputy Agricultural Commissioner	0.75	180.00	135
2 Judith Gallardo	Agricultural Inspector II	1.25	180.00	225
3 Tina Graver	Agricultural Assistant II Full-Time	1.00	25.00	25
4 Nathan Leon	IT	1.00	64.00	64
5 Susan Azevedo	Accountant	1.00	9.00	9
6		0.00	0.00	0
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Timothy Pelican	Deputy Agricultural Commissioner	37.96	135	\$5,125.00
2 Judith Gallardo	Agricultural Inspector II	25.13	225	\$5,654.00
3 Tina Graver	Agricultural Assistant II Full-Time	20.10	25	\$503.00
4 Nathan Leon	IT	33.25	64	\$1,796.00
5 Susan Azevedo	Accountant	24.63	9	\$222.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
Subtotal:				\$13,300.00

6. BENEFITS - Non-Detection Staff

Employee Name	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Timothy Pelican	Deputy Agricultural Commissioner	47.38%	\$5,125.00	\$2,429.00
2 Judith Gallardo	Agricultural Inspector II	37.76%	\$5,654.00	\$2,135.00
3 Tina Graver	Agricultural Assistant II Full-Time	58.35%	\$503.00	\$294.00
4 Nathan Leon	IT	35.64%	\$1,796.00	\$644.00
5 Susan Azevedo	Accountant	26.10%	\$222.00	\$58.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
Subtotal:				\$5,560.00

NON-DETECTION STAFF SUBTOTAL: \$18,660.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$65,965.00	\$17,873.00	\$20,960.00
TOTAL PERSONNEL COST:		\$104,798.00

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

Description	Cost
a. Phone	\$150.00
b. Supplies	\$500.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$650.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
2	9	957	\$0.510	\$8,785.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	9	148	\$0.265	\$380.00	
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: \$9,165.00

* 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.

Stanislaus FY 2010-11 ACP Commercial Trapping Total Cost: \$114,613.00

COMMENTS:

[REDACTED]

A. PERSONNEL

1. STAFF - Detection Trappers

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Daniel Mitchell	Agricultural Assistant 1	8.00	74.00	592
2 Kirsten Cederlind	Agricultural Assistant 1	8.00	74.00	592
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

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Daniel Mitchell	Agricultural Assistant 1	\$15.81	592	\$9,360.00
2 Kirsten Cederlind	Agricultural Assistant 1	\$15.81	592	\$9,360.00
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:				\$18,720.00

3. BENEFITS - Detection Trappers

Employee Name	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Daniel Mitchell	Agricultural Assistant 1	4.9300%	\$9,360.00	\$461.00
2 Kirsten Cederlind	Agricultural Assistant 1	4.9300%	\$9,360.00	\$461.00
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:				\$922.00

DETECTION STAFF SUBTOTAL: \$19,642.00

4. STAFF - Non-Detection

Employee Name	Title	HOURS/ DAY	WORK DAYS	HOURS
1 Timothy Pelican	Deputy Agricultural Commissioner	0.75	74.00	56
2 Judith Gallardo	Agricultural Inspector II	1.25	74.00	93
3 Tina Graver	Agricultural Assistant II Full-Time	1.00	20.00	20
4 Nathan Leon	IT	1.00	15.00	15
5 Susan Azevedo	Accountant	1.00	3.50	4
6		0.00	0.00	0
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Timothy Pelican	Deputy Agricultural Commissioner	37.96	56	\$2,126.00
2 Judith Gallardo	Agricultural Inspector II	25.13	93	\$2,337.00
3 Tina Graver	Agricultural Assistant II Full-Time	20.10	20	\$402.00
4 Nathan Leon	IT	33.25	15	\$499.00
5 Susan Azevedo	Accountant	24.83	4	\$99.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
Subtotal:				\$5,463.00

6. BENEFITS - Non-Detection Staff

Employee Name	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Timothy Pelican	Deputy Agricultural Commissioner	47.39%	\$2,126.00	\$1,008.00
2 Judith Gallardo	Agricultural Inspector II	37.76%	\$2,337.00	\$882.00
3 Tina Graver	Agricultural Assistant II Full-Time	58.38%	\$402.00	\$235.00
4 Nathan Leon	IT	35.84%	\$499.00	\$178.00
5 Susan Azevedo	Accountant	26.10%	\$99.00	\$26.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
Subtotal:				\$2,330.00

NON-DETECTION STAFF SUBTOTAL: \$7,793.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$24,183.00	\$3,252.00	\$6,859.00

TOTAL PERSONNEL COST: \$34,294.00

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

Description	Cost
a. Phone	\$65.00
b. Supplies	\$200.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$255.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
2	3	956	\$0.510	\$2,925.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	3	148	\$0.285	\$127.00	
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: \$3,052.00

* 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.

Stanislaus FY 2011-12 ACP Commercial Trapping Total Cost: \$37,801.00

COMMENTS:

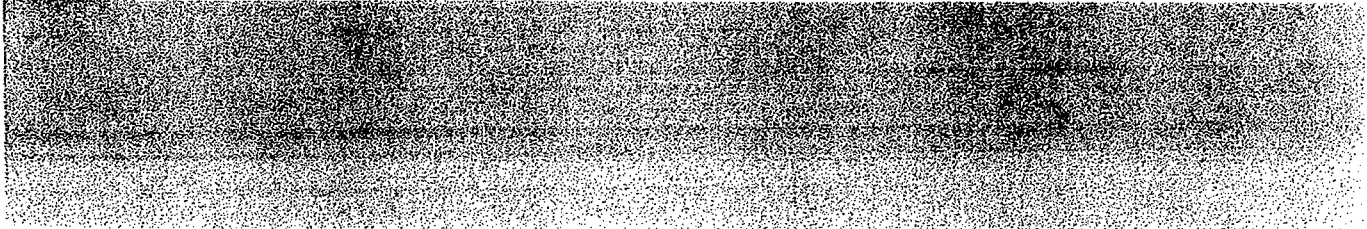


EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not commence performance until such approval has been obtained.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

3. Indemnification

Recipient 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 Recipient in the performance of this Agreement.

4. Disputes

Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. Potential Contractors

If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors 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 Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

6. Independent Recipient/Contractor

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. Recycling Certification

The Recipient will 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 will specify that the cartridges so comply (Pub. Contract Code §12205).

8. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

Recipients and contractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement.

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

9. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable Federal and State laws.

10. Unenforceable Provision

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

11. 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.

12. Right to Terminate

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

13. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Recipient 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 necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

14. Reporting Requirements

Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

15. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

16. Amendments

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

17. Memorandum of August 2009

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantined signed by CDFA August 2009. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291 and as follows:

1. Civil Rights

The Recipient will comply with civil rights standards which may be prescribed pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order 11246; and
- G. Americans with Disabilities Act, Public Law (P.L.) 101-366.

2. Labor Standards

The Recipient will comply with labor standards which may be prescribed pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

3. Environmental Standards

The Recipient will comply with environmental standards which may be prescribed pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

4. Single Audit Act Amendments of 1996

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the following:

- A. Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

5. Drug-Free Environment

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to the following:

- A. §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

6. Lobbying Restrictions

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the following:

- A. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

7. Intergovernmental Review

The Recipient will comply with intergovernmental review standards which may be prescribed pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

8. Confidentiality

The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
- B. Privacy Act, 5 USC 552a.

9. Conservation in Procurement

The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

- A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

10. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this Agreement to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

11. Crimes and Prohibited Activities

The Recipient will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

12. Biosafety in Laboratories

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

13. Conflicts of Interest

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

- A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

14. Patents and Copyrights

The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

- A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

The Recipient agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

15. Care and Use of Laboratory Animals

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4.

16. Seat Belt Use

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-03);
- B. Government Organization and Employees Act as amended (5 USC 7902(c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (Executive Order 13043).

17. All Other Federal Laws

The Recipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.