

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

DEPT: AGRICULTURAL COMMISSIONER

BOARD AGENDA # *B-1

Urgent

Routine

Day Cooper
[Signature]

AGENDA DATE July 19, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval and Authorization for the Agricultural Commissioner to Sign a Second European Grapevine Moth (EGVM) Contract with the California Department of Food and Agriculture for Fiscal Year 2010-2011

STAFF RECOMMENDATIONS:

1. Approve and authorize the Agricultural Commissioner to sign a second European Grapevine Moth contract with the California Department of Food and Agriculture for Fiscal Year 2010-2011.
2. Direct the Auditor-Controller to adjust appropriations and estimated revenue in the amount of \$43,942 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The total reimbursement for this European Grapevine Moth contract (EGVM) contract is \$43,942. A reimbursement total of \$43,942 is requested to be incorporated into the Fiscal Year 2010-2011 budget. This recommended action will allow the revenue to post in the same fiscal year as the associated expenses. This contract is in addition to the EGVM contract for \$24,393 that was approved by the Board on October 19, 2010 that covered trapping activities that were conducted from July 1, 2010 through September 30, 2010. The new contract is for work conducted by the Agricultural Commissioner from February 1, 2011 to June 30, 2011.

BOARD ACTION AS FOLLOWS:

No. 2011-435

On motion of Supervisor O'Brien, 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:

Christine Ferraro
[Signature]

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval and Authorization for the Agricultural Commissioner to Sign a Second European Grapevine Moth (EGVM) Contract with the California Department of Food and Agriculture for Fiscal Year 2010-2011

DISCUSSION:

The European Grapevine Moth is a tiny moth whose larvae have the potential to destroy California's grape industry. Damage from the 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. The moth is native to Italy and found in Europe, parts of Africa, Asia, the Middle East and Chile. The European Grapevine Moth is a recent insect invader to California and was first discovered in September 2009 in a vineyard trap in Napa County. Subsequent finds have been made and caused quarantines and placed plant and fruit movement restrictions in parts of Mendocino, Napa, Sonoma, Santa Clara and Solano counties, and in the San Joaquin Valley counties of Fresno, Merced and San Joaquin.

In order to prevent damage to the grape industry and provide an early warning system, the State originally requested counties to place EGVM traps in all commercial vineyards throughout California for a four month period in 2010. Due to the detection of EGVM in other counties, the State requested counties to re-deploy traps this past winter. The current EGVM contract provides for funding in the amount of \$43,942 for work performed from February 1, 2011 through June 30, 2011.

The European Grapevine Moth contract represents a program which is vital to the protection of local and State agriculture, by preventing the introduction of unwanted and injurious pests. The EGVM trapping program also demonstrates to our trading partners that EGVM is not present in our County and allows fruit and plant shipments to continue unimpeded.

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.

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
10-0137-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: February 1, 2011 through June 30, 2011

3. The maximum amount of this Agreement is: \$43,942.00
Forty Three Thousand Nine Hundred Forty Two 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: 11 Page(s)
• Recipient and Project Information
• Scope of Work

Exhibit B: 3 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

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

RECIPIENT

BY

Deirdre M. Grath

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

BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
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PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) <i>[Signature]</i>	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

EXHIBIT A**RECIPIENT AND PROJECT INFORMATION**

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

County shall place and service traps for the detection of the EGVM.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Debby Tanouye	Name:	Gary Caseri
Section/Unit:	Pest Detection and 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.
4. The Grant Agreement with the Federal Government supporting this Agreement is 10-0098-FR. The Catalogue of Federal Domestic Assistance Number is 10-025.

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of the European Grapevine Moth (EGVM) which is considered hazardous to agriculture and to the economy of California. This Agreement includes visual survey and trapping associated with the detection activities related to this program.

2. Services shall be performed in and throughout the COUNTY OF STANISLAUS.
3. The contract managers for this agreement:

FOR CDFA -	FOR CONTRACTOR -
Name: Debby Tanouye	Name: Gary Caseri
Unit: Pest Detection/Emergency Projects	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room 315 Sacramento, CA 95814	Address: 3800 Cornucopia Way, Suite B Modesto, CA 95358
Phone: (916) 654-1211	Phone: (209) 525-4730
Fax: (916) 654-0555	Fax: (209) 525-4790

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

SCOPE OF WORK

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

March 30, 2011

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 and following the trap density described in the European Grapevine Moth (EGVM) Trapping Guidelines (*March 30, 2011*).
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 (using the provided template) no later than 30 days past the end of the month in which the invoiced activity occurred. Invoices must list the names of the staff that were paid for the monthly activities. 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. Counties must use maps displaying the square mile grid and appropriate subgrids as determined by CDFA or USDA. If needed, maps or the GIS layers will be provided. If the county has the ability to produce this, verify the accuracy with CDFA.
9. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on EGVM county trap lines.
10. 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.
11. Provide and maintain trapping vehicles.
12. 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 (*March 30, 2011*)."

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 30, 2011*)."
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: Scott Okimura at California Department of Food and Agriculture, 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. Invoice will conform to attached sample invoice.

European Grapevine Moth (EGVM) Trapping Guidelines

March 30, 2011

Detection Trapping

- **All Counties – Non-moth**
 - *For Generation 1* - 25 traps per square mile (~ 1 trap per 25 acres) in commercial grape production areas, using a 5x5 (25 traps) subgrid overlay. Do not place more than one trap per subgrid. Do not place a trap in a subgrid that does not contain grapes. Attachment 1 shows an example of a 5x5 overlay.
 - *At the start of the second generation reduce the 25 traps per square mile to 9 traps per square mile for the Generations 2 and 3. How to do this? Remove 16 of the traps, leaving 9 at even density throughout the square mile. Keep the existing traps numbers of the remaining 9 traps.*
 - Primary host – grapes only.
 - Traps must be deployed prior to March 1, 2011 and serviced through October 31, 2011. Begin servicing traps March 1st. Remove traps during the first servicing after October 31.
 - Two-week servicing interval.
 - In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
 - Do not relocate unless access to the trap is impaired for more than one servicing.

- **Quarantined Counties**
 - Piggyback up to five traps per square mile onto medfly sites in urban and rural residential areas. Do not add traps to rural medfly sites.
 - Follow the medfly trap servicing and relocation interval. Always use a new EGVM trap when relocating.
 - Place the trap in grapes, if possible. Otherwise, use a secondary EGVM host (See Host(s) on Page 3). When using a medfly host, keep 10' between traps keeping in mind that medfly traps have host and placement priority. If no EGVM host is present, place trap in whatever tree is available, keeping trap out of reach of children.
 - Deploy traps at start of the general detection season and service through October 31, 2011. Remove traps during the first servicing after October 31.

New Delimitation Trapping – in response to a new EGVM detection

- Place 100 traps in the core square mile - and increase traps to 25 traps per square mile in a five-mile radius around the detection site on both commercial and residential properties, including portions in cities within the delimitation area.
- Use a 10x10 (100 traps) subgrid overlay for the core and a 5x5 (25 traps) subgrid overlay for all other miles. For the core, a 5x5 (25 traps) subgrid overlay can be used as well, by placing four traps in each subgrid.
- Place the trap in grapes, if possible. Use secondary hosts if grapes are not available.

- Service delimitation traps daily for the first week, *then weekly thereafter – for the first generation. At the start of the second generation, service traps bi-weekly.*
- Do not relocate or rotate unless access to the trap is impaired for more than one servicing.
- Coordinate trap deployment and servicing with CDFA.

Existing Delimitation Areas

- **Fresno (Kingsburg) and Monterey Counties**
 - 100 traps in the core square mile and 25 traps per square mile in a 5-mile radius of a detection on both commercial and residential properties, including portions in cities within the delimitation area.
 - 2-week servicing interval. *In the event of a new detection, service traps weekly for the first generation, then resume bi-weekly servicing.*
 - Traps must be deployed prior to March 1, 2011 and serviced through Generation 2.
 - At the end of the second generation, the core 100 traps are reduced to 25 and trapping returns to normal detection trapping protocols.

- **Mendocino (Hopland) and Santa Cruz Counties**
 - 100 traps in the core square mile and 25 traps per square mile in a 5-mile radius of a detection on both commercial and residential properties, including portions in cities within the delimitation area.
 - 2-week servicing interval. *In the event of a new detection, service traps weekly for the first generation, then resume bi-weekly servicing.*
 - Traps must be deployed prior to March 1, 2011 and serviced through October 31, 2011. Remove traps during the first servicing after October 31.

- **Fresno (Fresno), Mendocino (Ukiah), Merced, and San Joaquin Counties**
 - 100 traps in the core square mile and 25 traps per square mile in a 5-mile radius of a detection on both commercial and residential properties, including portions in cities within the delimitation area.
 - 2-week servicing interval. *In the event of a new detection, service traps weekly for the first generation, then resume bi-weekly servicing.*
 - Traps must be deployed prior to March 1, 2011 and serviced at least through Generation 2, and possibly until the end of the season. The end dates for this trapping are tied to the ends of the quarantines for these areas, and those dates remain under discussion. Therefore, it would be prudent to budget for continuing the delimitation through October 31. Remove traps during the first servicing after October 31.
 - At the end of the second generation, the core 100 traps are reduced to 25; urban traps placed at 5 per square mile are removed and trapping returns to normal detection trapping protocols.

- **Napa, Santa Clara, Solano, and Sonoma Counties**
 - 25 traps per square mile in a 5-mile radius in both commercial and residential host properties, including portions in cities within the delimitation area.
 - *2-week servicing interval. In the event of a new detection, maintain the 2-week servicing interval.*
 - Traps must be deployed prior to March 1, 2011 and serviced through October 31, 2011. Remove traps during the first servicing after October 31.

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.

Inspection Frequency

- Once every 14 days, unless directed otherwise (see Delimitation Trapping). If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in the trap book and the provided electronic data base (to be determined later).

Host(s)

- Grapes are the primary host. Complete lifecycles may occur in secondary hosts which include: olive, blackberry, prunus species (apricot, nectarine, prune, cherry and plum), kiwi, pomegranate, and ornamentals such as Daphne gnidium, rosemary, privet, ivy, and carnation.

Trap Placement

- Vineyards – Place traps at the end of the rows of the major vineyard throughways, hanging them from the vine cordon wires using zip ties or support poles away from the branches of the vines (unobstructed).
- Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
- Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.
- 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, or when, EGVM traps are relocated.

- Document the GPS coordinates on the trap card. New GPS values must be taken and recorded for 2011. Do not re-use the 2010 GPS coordinates even if the 2011 trap site is utilizing a previously used map and trap card.

Trap Assembly & Numbering

- 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 OR THE INSIDE SURFACE OF THE POUCH.
- Open the septa pouch; squeeze the septa directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps. Discard the empty packet according to the directive of the trapping office.
- DO NOT DISPOSE OF LURES OR LURE PACKAGES IN THE FIELD.

Maps

- Counties must use maps displaying the square mile grid and appropriate subgrids as determined by CDFA or USDA. If needed, maps or the GIS layers will be provided. If the county has the ability to produce this, verify the accuracy with CDFA.

Baiting Interval

- Every four weeks replace the septa. Old septa can be left in the trap. If too many septa accumulate in the trap, replace the entire trap.

Trap Replacement

- Replace the trap when the trap body deteriorates or the stickum becomes excessively dirty.

Trap Relocation

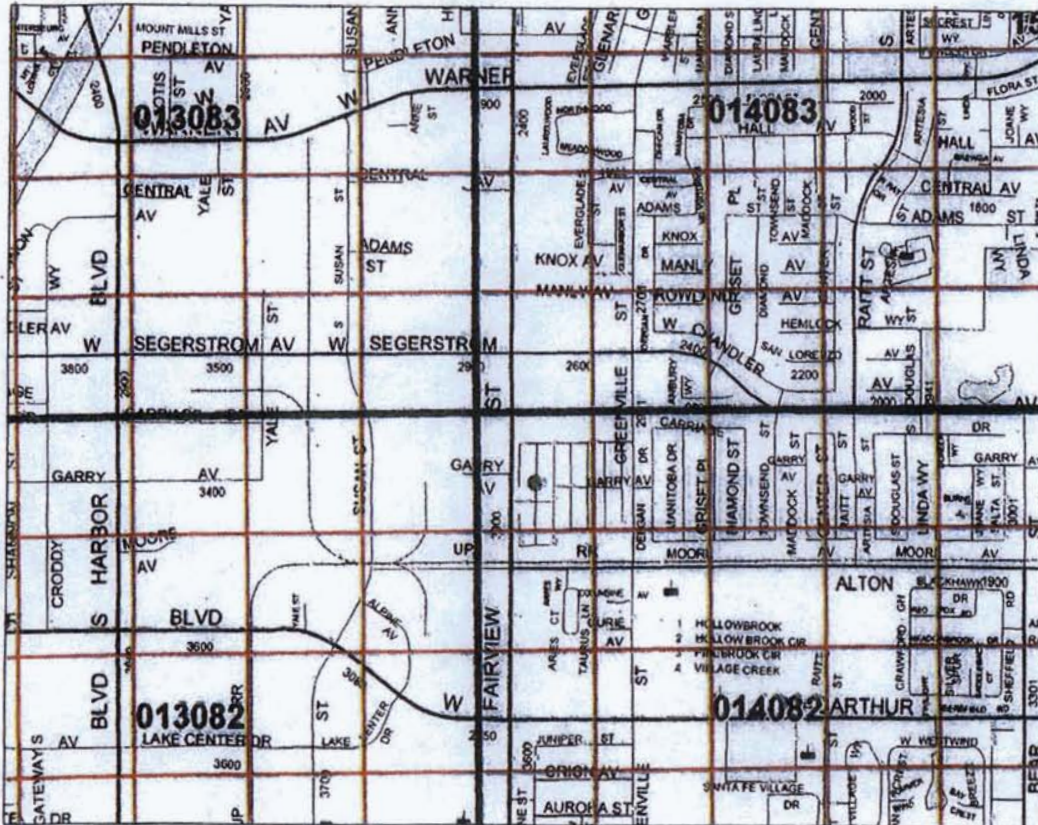
- Vineyard traps-- Do not relocate unless access to the trap is impaired for more than one servicing.
- Follow all pesticide regulations before entering a vineyard that has been treated.
- Piggybacked sites – relocate with the general detection trap. Always use a new EGVM trap when relocating.

- GPS the new site. Document the GPS units on the trap card and enter into the database (to be determined later).

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 CDFA Plant Pest Diagnostics Laboratory. 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 Debby Tanouye (dtanouye@cdfa.ca.gov) upon all submissions. Include the e-PDR number in this communication.

Attachment 1



5 x 5 subgrid overlay, covering 4 grids

The dark lines are the square mile grid lines.

The red lines are the 5 x 5 subgrid overlay (at 25 subgrids per square mile).

The green dot is a "find."

The subgrid lines must "line up" with the grid lines.

EXHIBIT B**BUDGET 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 Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices shall include the Agreement Number, dates-of-service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

- 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

	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Agricultural Assistant I	8.00	97.00	776
2	Agricultural Assistant I	5.35	97.00	519
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

	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural Assistant I	\$15.80	776	\$12,261.00
2	Agricultural Assistant I	\$15.80	519	\$8,200.00
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:				\$20,461.00

3. BENEFITS - Detection Trappers

	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural Assistant I	4.7800%	\$12,261.00	\$586.00
2	Agricultural Assistant I	4.7800%	\$8,200.00	\$392.00
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:				\$978.00

DETECTION STAFF SUBTOTAL: \$21,439.00

4. STAFF - Non-Detection

	Title	HOURS/ DAY	WORK DAYS	HOURS
1	Agricultural Assistant II	2.00	20.00	40
2	Software Analyst	2.00	40.00	80
3	Accountant I	1.00	4.00	4
4	Agricultural Inspection II	0.50	97.00	49
5	Deputy Agricultural Inspector	0.55	97.00	53
6		0.00	0.00	0
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff

	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural Assistant II	\$20.10	40	\$804.00
2	Software Analyst	\$33.25	80	\$2,660.00
3	Accountant I	\$24.63	4	\$99.00
4	Agricultural Inspection II	\$25.13	49	\$1,231.00
5	Deputy Agricultural Inspector	\$37.83	53	\$2,005.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
Subtotal:				\$6,799.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural Assistant II	58.3800%	\$804.00	\$469.00
2	IT	35.8400%	\$2,650.00	\$953.00
3	Accountant I	28.1000%	\$99.00	\$26.00
4	Agricultural Inspection II	37.7800%	\$1,231.00	\$465.00
5	Deputy Agricultural Inspector	47.3900%	\$2,005.00	\$950.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
			Subtotal:	\$2,863.00
			NON-DETECTION STAFF SUBTOTAL:	\$9,662.00
				OVERHEAD COST
	25 % Overhead (Not to exceed 25%)		SALARIES	BENEFITS
			\$27,260.00	\$3,841.00
				\$7,775.00
			TOTAL PERSONNEL COST:	\$38,876.00

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

Description	Cost
a. supplies	\$200.00
b. communication	\$75.00
c.	\$0.00
d.	\$0.00
	TOTAL SUPPLY COST: \$275.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	4.5	1825	\$0.510	\$4,188.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	4.5	470	\$0.285	\$603.00	
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:	\$4,791.00

* 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.
 Note - Mileage per Month is the projected average mileage per month for all the vehicles in that category.

FY 2010-11 EGVM Commercial Trapping Total Cost: \$43,942.00

COMMENTS:

FY 2010-11 EGVM Piggybacked Trapping Total Cost: \$0.00
FY 2010-11 EGVM Commercial Trapping Total Cost: \$43,942.00

"Enter county name" County Grand Total FY 2010-11 EGVM Contract **\$43,942.00**

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.