

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

DEPT: Agricultural Commissioner

BOARD AGENDA # \*B-1

Urgent

Routine

*Daniel Benacerraf*

AGENDA DATE February 11, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Agricultural Commissioner to Sign the Asian Citrus Psyllid Agreement with the California Department of Food and Agriculture for Fiscal Years 2013-2014 and 2014-2015

STAFF RECOMMENDATIONS:

1. Authorize the Agricultural Commissioner to sign the Asian Citrus Psyllid Agreement for Fiscal Years 2013-2014 and 2014-2015.
2. Authorize the Auditor-Controller to adjust appropriations and estimated revenue in the amount of \$56,893 as detailed on the attached Budget Journal for Fiscal Year 2013-2014.

FISCAL IMPACT:

The total amount of the Cooperative Agreement with the California Department of Food and Agriculture for Asian Citrus Psyllid trapping is \$97,287. This includes \$56,893 for Fiscal Year 2013-2014 and \$40,394 for Fiscal Year 2014-2015. An increase in revenue and appropriations is requested for the Agricultural Commissioner's budget for Fiscal Year 2013-2014. The amount for Fiscal Year 2014-2015 will be included in the Agricultural Commissioner's Proposed Budget for Fiscal Year 2014-2015.

BOARD ACTION AS FOLLOWS:

No. 2014-50

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Agricultural Commissioner to Sign the Asian Citrus Psyllid Agreement with the California Department of Food and Agriculture for Fiscal Years 2013-2014 and 2014-2015

**DISCUSSION:**

During Final Budget preparation for Fiscal Year 2013-2014, the Agricultural Commissioner was informed that due to Federal Sequestration there would be no funding for Asian Citrus Psyllid (ACP) trapping in 2013-2014. ACP trapping in Stanislaus County had taken place under a cooperative agreement with the California Department of Food and Agriculture (CDFA) for the previous three years. As a result, the funds for ACP trapping were removed from the Fiscal Year 2013-2014 Final Budget.

The Asian Citrus Psyllid is a pest that has been found in Southern California and in limited portions of the southern San Joaquin Valley. If ACP becomes established, it could prove to be catastrophic to California's citrus industry. The insect is about the size of an aphid and is a vector for a virus known to cause Huanglongbing disease. This disease has been responsible for nearly destroying the citrus industry in China, other parts of Asia, Brazil, and is a growing concern in Florida. Currently, eight Southern California counties and portions of Tulare, Fresno, and Kern counties are under quarantine for ACP 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. Unfortunately, in March of 2012 the Huanglongbing disease was detected in a residential citrus tree in a Los Angeles community.

As the cooperative agreement with CDFA for ACP trapping was entering its fourth year, this agreement was included in the March 26, 2013 Board Agenda Item which obtained approval for the Agricultural Commissioner to enter into and sign routine agreements. However, the funds designated for ACP trapping in the new agreement exceed the amount approved on March 26, 2013. Therefore, the Agricultural Commissioner is seeking approval to sign a cooperative agreement with CDFA for the trapping of ACP in the amount of \$97,287; \$56,893 for Fiscal Year 2013-2014 and \$40,394 for Fiscal Year 2014-2015.

**POLICY ISSUE:**

Approval of this item supports the Board Priority of promoting A Strong Agricultural Economy/Heritage, by helping to reduce the threat of ACP becoming established in Stanislaus County.

**STAFFING IMPACT:**

The employees of Stanislaus County Agricultural Commissioner's office who work in this program are seasonal Agricultural Assistants, also known as "insect trappers" or "trappers". Two additional extra-help seasonal trappers are funded by this cooperative agreement.

**CONTACT PERSON:**

Milton O'Haire, Agricultural Commissioner (209) 525-4730.

Database  
Balance Type  
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
Budget  
County of Stanislaus

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

Ledger  
Budget  
Category  
Source  
Currency  
Period  
Batch Name  
Journal Name  
Journal Description  
Journal Reference  
Organization  
Chart Of Accounts

\* List - Text County of Stanislaus  
List - Text LEGAL BUDGET  
\* List - Text Budget - Upload  
\* List - Text AG SDA  
\* List - Text USD  
List - Text FEB-14  
Text  
Text JV20133  
Text New ACP Contract  
Text CDFA Agreement# 13-0453-SF  
List - Text Stanislaus Budget Org  
List - Text Accounting Flexfield

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DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit Incr appropriations Decr est revenue * Number	Credit Incr appropriations Decr est revenue * Number	Line Description Text	
	0100	0010100	23030	0000000	000000	000000	00000		56893	56893 State Act for Ag Rest	
	0100	0010100	50020	0000000	000000	000000	00000		56893	Increase Salaries	
Totals:									56893	56893	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

**Explanation:**  
Increase Revenue & Expenditures for new Asian Citrus Psyllid Agreement with the California Dept. of Food & Ag # 13-0453-SF

<b>Requesting Department</b> Susan Azevedo Prepared by 1/28/2014 Date	<i>Dennis Bernick</i> <i>T. Chumley</i> Stanislaus's Approval 2/3/14 Date	<b>Data Entry</b> Keyed by Date	<b>Auditors Office Only</b> Prepared By 1/28/2014 Date
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COOPERATIVE AGREEMENT  
SIGNATURE PAGE

AGREEMENT NUMBER
13-0453-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: March 1, 2014 through September 30, 2014

3. The maximum amount of this Agreement is: \$97,287.00  
Ninety-seven Thousand Two Hundred Eighty-seven 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: • Recipient and Project Information • Scope of Work	9 Page(s)
Exhibit B: • Budget & Payment Provisions • Budget	5 Page(s)
Exhibit C – General Terms and Conditions	2 Page(s)
Exhibit D – Federal Terms and Conditions	3 Page(s)

Name of Project: Asian Citrus Psyllid Program

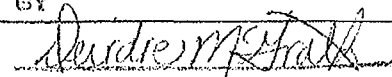
APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

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

BY

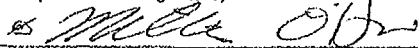
RECIPIENT

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



BY (Authorized Signature)

DATE SIGNED (Do not type)



2-11-14

PRINTED NAME AND TITLE OF PERSON SIGNING

Milton O'Haire, Agricultural Commissioner

ADDRESS

3800 Cornucopia Way, Suite B, Modesto, CA 95358-9494

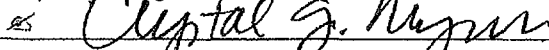
STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)



2/12/14

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, 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 place and service traps for the detection of the Asian Citrus Psyllid.

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Debby Tanouye	Name:	Milton O'Haire
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 95358-9494
Phone:	916-654-1211	Phone:	209-525-4730
Email Address:	debby.tanouye	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 13-0263-FR. The Catalog of Federal Domestic Assistance Number is 10.025.

## **SCOPE OF WORK**

### **AGREEMENT 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, hangers 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 agreement compliance.
4. Provide quality assurance of program.
5. Amend the agreement if funding allows for extended trapping.

#### **Section 2 -- The County Agricultural Commissioner shall:**

1. Hire and train personnel.
2. Purchase supplies such as ziplock bags, Sharpie markers, paper clips, etc.
3. Ensure that trapping procedures are followed and in compliance.
4. Ensure that all documentation of work is complete and accurate.
5. Submit/upload weekly reports into the USDA's Integrated Plant Health Information System (IPHIS).
6. 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.
7. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on ACP county trap lines.

8. 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
9. Provide and maintain trapping vehicles.
10. 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 (November 2013).
11. 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 the trapping Report 1 is submitted in a timely matter (within one month in arrears).

### **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 (November 2013).
2. Urban trapping not in conjunction with any other detection activity (stand alone traps) will be fully reimbursed. 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. Mileage reimbursement is not allowed for ACP traps piggybacked onto other pest detection sites.
4. Delimitation trapping may be required upon detection of ACP. Delimitation trapping will be under the direction of PD/EP project management.
5. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The DTS must be available for immediate review by the district entomologist and/or person conducting the QC and kept on file, for the CDFA audit office for three years. This applies to both hand completed and electronic copies.
6. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the ACP project, daily mileage, and employee name.

#### **Section 4 -- Basis for Payment**

1. Submit monthly invoices and Report 1s by postal mail or e-mail to:

CDFA – PD/EP, Joanne Shimada  
1220 N Street, Room 315  
Sacramento, CA 95814

OR: [joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov)

2. 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 monthly Report 1s and listing the names of staff receiving payment on the invoice.
4. Payment will be made monthly, in arrears, upon receipt and approval of invoice and Report 1.
5. Invoicing will conform to the attached invoice(s).



## Asian Citrus Psyllid (ACP) Trapping Guidelines (Merced, San Joaquin & Stanislaus counties)

### Trapping Season

- Non-infested counties with less than 999 acres of citrus production -- Conduct trapping in all urban and rural residential areas (see Insect Trapping Guide (ITG) for definitions) and commercial orchards. Begin deploying traps March 1, 2014 and have all traps deployed by April 1, 2014. Continue trapping until September 30, 2014. If funding allows for extended trapping, the agreement will be amended.<sup>1</sup>
- If the county has areas thought to be high-risk (packing houses, swap meets, farmers markets ...) additional traps may be placed. Prior to placement of these traps, confer with the local district entomologist.

### Trap Density

- Non-infested counties with less than 999 acres of citrus production, place traps in urban, rural residential and commercial settings. Traps shall be:
  - Stand-alone (not piggybacked).
  - Place five traps per square mile in **host trees only**, up to the maximum number of traps allotted to each county in the previous contract.

### Inspection Frequency

- Detection Survey - inspect traps monthly.
- Commercial Trapping – inspect traps every 14 days.

### 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

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<sup>1</sup> Dates may vary due to delays in the cooperative agreement.

- Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**

### Trap Numbering & Assembly

- Trap number -- Prior to assembling and placing the trap, write the unique trap number and date of deployment on the interior (non-sticky sides) of the trap body.
  - Using the alpha-numeric STG, list the alpha-numeric grid, hyphen, quint (aka subgrid), hyphen, trap type and number. For example: JT316-W-ACP1 or JT316-5-ACP1.
- Assemble the trap by pulling it open, 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 (see ITG, page ACP-2).

### Trap Placement

- Follow the parameters for ACP listed in the Insect Trapping Guide under *Sections: Trap Types*. [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). If there are more than 6 digits, truncate (cut off) the additional digits; 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 written on the trap data card.

### Baiting Interval

- Not applicable.

**Trap Relocation** – Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.

- Non-infested counties with citrus production – Urban and rural residential areas:
  - Stand-alone – Relocate traps every eight weeks, adhering to the minimum relocation distance of 500 feet, per the ITG. If there are

no other trees available for relocation, then the trap can remain in the original tree.

- When relocating, **always** use a new trap. Submit all traps to a qualified screener or the CDFA screening facility for your district. GPS the new site and document the new GPS coordinates on the trap card.
- Commercial trapping – do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

### **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**

If an obvious ACP specimen is observed in the field:

- 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 on 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 one 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 Record (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 your district entomologist for all suspect specimens. Include the e-PDR number in this communication.

**TRAPPING HOURS/YEAR WORKSHEET**

**TRAPPING SEASON**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ACP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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weekly servicings       biweekly servicings       monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
ACP	655	x	8.00	=	5,240
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
Total:					5,240

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A.

TOTAL:      5,240      ÷            =      2,448.60      x 1.1 (10%) =            (A)      (B)      (C)      (D)

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the work plans also cover non-detection (supervisor, administrative, etc.) hours.

## 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 must 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 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

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

#### 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.

STANISLAUS

COUNTY DEPARTMENT OF AGRICULTURE

FY 2013-14 Asian Citrus Psyllid Financial Plan (March 1, 2014 - June 30, 2014)

Urban (Stand-alone) Trapping

A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/	TOTAL	
Employee Name	Title	DAY	WORK	HOURS
1 Agricultural Assistant I Step I		8.00	85.00	680
2 Agricultural Assistant I Step II		8.00	85.00	680
3 Agricultural Assistant I Step II		8.00	25.00	200
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	HOURS	SALARY
		w/o BENEFITS		
1 Agricultural Assistant I Step I		\$15.05	680	\$10,234.00
2 Agricultural Assistant I Step II		\$15.80	680	\$10,744.00
3 Agricultural Assistant I Step II		\$15.80	200	\$3,160.00
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:	\$24,138.00

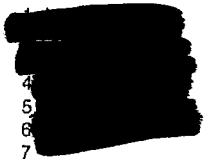
3. BENEFITS - Detection Trappers		BENEFIT	SALARY	BENEFIT
		RATE (%)		COST
1 Agricultural Assistant I Step I		5.6000%	\$10,234.00	\$563.00
2 Agricultural Assistant I Step II		5.4300%	\$10,744.00	\$583.00
3 Agricultural Assistant I Step II		5.4300%	\$3,160.00	\$172.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$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:	\$1,318.00

DETECTION STAFF SUBTOTAL: \$25,456.00

4. STAFF - Non-Detection		HOURS/	WORK	HOURS
Employee Name	Title	DAY	DAYS	
[REDACTED]	Agricultural Inspector III (Lead)	1.50	65.00	98
[REDACTED]	Agricultural Inspector II (fill in Lead)	1.50	45	68
[REDACTED]	Deputy Agricultural Commissioner	0.50	85.00	43
[REDACTED]	Agricultural Assistant II (Mapping)	3.00	17.00	51
[REDACTED]	Confidential Assistant (billing)	2.00	4.00	8
[REDACTED]	IT Specialist	1.00	17.00	17
[REDACTED]		0.00	0.00	0

5. SALARIES - Non-Detection Staff		HOURLY RATE	HOURS	SALARY
		w/o BENEFITS		
[REDACTED]	Agricultural Inspector III (Lead)	\$29.68	98	\$2,909.00
[REDACTED]	Agricultural Inspector II (fill in Lead)	\$25.13	68	\$1,709.00
[REDACTED]	Deputy Agricultural Commissioner	\$41.17	43	\$1,770.00
[REDACTED]	Agricultural Assistant II (Mapping)	\$20.10	51	\$1,025.00
[REDACTED]	Confidential Assistant (billing)	\$28.51	8	\$228.00
[REDACTED]	IT Specialist	\$34.91	17	\$593.00
[REDACTED]		\$0.00	0	\$0.00
			Subtotal:	\$8,234.00

6. BENEFITS - Non-Detection Staff



Agricultural Inspector III (Lead)  
 Agricultural Inspector II (fill in Lead)  
 Deputy Agricultural Commissioner  
 Agricultural Assistant II (Maping)  
 Confidential Assistant (billing)  
 IT Specialist

BENEFIT RATE (%)	SALARY	BENEFIT COST
47.1300%	\$2,909.00	\$1,371.00
60.0400%	\$1,709.00	\$1,026.00
45.8300%	\$1,770.00	\$811.00
55.6600%	\$1,025.00	\$571.00
33.4900%	\$228.00	\$76.00
42.4300%	\$593.00	\$252.00
0.0000%	\$0.00	\$0.00
	Subtotal:	\$4,107.00

NON-DETECTION STAFF SUBTOTAL: \$12,341.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$32,372.00	\$5,425.00	\$9,449.00
TOTAL PERSONNEL COST :		\$47,246.00

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

Description	Cost
a. Office supplies	\$200.00
b. trapping supplies(baggles etc.)	\$300.00
c. Shirts, water jugs, sun screen etc.	\$300.00
d.	\$0.00
TOTAL SUPPLY COST:	\$800.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
3	4	1288	\$0.565	\$8,733.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	4	100	\$0.285	\$114.00	
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: \$8,847.00

\* 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.

STANISLAUS FY 2013-14 ACP Trapping Total Cost: \$56,893.00

COMMENTS:



**STANISLAUS COUNTY DEPARTMENT OF AGRICULTURE**  
**FY 2014-15 Asian Citrus Psyllid Financial Plan (July 1, 2014 - September 30, 2014)**

**Urban (Stand-alone) Trapping**

**A. PERSONNEL**

1. STAFF - Detection Trappers		HOURS/	TOTAL	
<u>Employee Name</u>	<u>Title</u>	DAY	WORK	HOURS
1	Agricultural Assistant I Step I	8.00	64.00	512
2	Agricultural Assistant I Step II	8.00	64.00	512
3	Agricultural Assistant I Step II	8.00	14.00	112
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	HOURS	SALARY
		w/o BENEFITS		
1	Agricultural Assistant I Step I	\$15.05	512	\$7,706.00
2	Agricultural Assistant I Step II	\$15.80	512	\$8,090.00
3	Agricultural Assistant I Step II	\$15.80	112	\$1,770.00
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
			<b>Subtotal:</b>	<b>\$17,566.00</b>

3. BENEFITS - Detection Trappers		BENEFIT	SALARY	BENEFIT
		RATE (%)		COST
1	Agricultural Assistant I Step I	5.5000%	\$7,706.00	\$424.00
2	Agricultural Assistant I Step II	5.4300%	\$8,090.00	\$439.00
3	Agricultural Assistant I Step II	5.4300%	\$1,770.00	\$96.00
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
			<b>Subtotal:</b>	<b>\$959.00</b>

**DETECTION STAFF SUBTOTAL: \$18,525.00**

4. STAFF - Non-Detection		HOURS/	WORK	
<u>Employee Name</u>	<u>Title</u>	DAY	DAYS	HOURS
	Agricultural Inspector III (Lead)	1.50	40.00	60
	Agricultural Inspector II (fill in Lead)	1.50	30.00	45
	Deputy Agricultural Commissioner	0.50	64.00	32
	Agricultural Assistant II (Mapping)	2.00	14.00	28
	Confidential Assistant (billing)	2.00	4.00	8
	IT Specialist	1.00	14.00	14
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff		HOURLY RATE	HOURS	SALARY
		w/o BENEFITS		
	Agricultural Inspector III (Lead)	\$29.68	60	\$1,781.00
	Agricultural Inspector II (fill in Lead)	\$25.13	45	\$1,131.00
	Deputy Agricultural Commissioner	\$41.17	32	\$1,317.00
	Agricultural Assistant II (Mapping)	\$21.11	28	\$591.00
	Confidential Assistant (billing)	\$29.94	8	\$240.00
	IT Specialist	\$36.66	14	\$513.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
			<b>Subtotal:</b>	<b>\$5,573.00</b>

6. BENEFITS - Non-Detection Staff



Agricultural Inspector III (Lead)  
 Agricultural Inspector II (fill in Lead)  
 Deputy Agricultural Commissioner  
 Agricultural Assistant II (Mapping)  
 Confidential Assistant (billing)  
 IT Specialist

BENEFIT RATE (%)	SALARY	BENEFIT COST
47.1300%	\$1,781.00	\$839.00
60.0400%	\$1,131.00	\$679.00
45.8300%	\$1,317.00	\$604.00
55.6600%	\$591.00	\$329.00
33.4900%	\$240.00	\$80.00
42.4300%	\$513.00	\$218.00
0.0000%	\$0.00	\$0.00
	<b>Subtotal:</b>	<b>\$2,749.00</b>

NON-DETECTION STAFF SUBTOTAL: \$8,322.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$23,139.00	\$3,708.00	\$6,712.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$33,559.00</b>

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

Description	Cost
a. Office supplies	\$50.00
b. trapping supplies(baggies etc.)	\$150.00
c.	\$0.00
d.	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$200.00</b>

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
3	3	1288	\$0.565	\$6,549.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
1	3	100	\$0.285	\$86.00	
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
<b>VEHICLE COST TOTAL:</b>				<b>\$6,635.00</b>	

\* 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.

STANISLAUS FY 2014-15 ACP Trapping Total Cost: \$40,394.00

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 invoice for work performed prior to the commencement date or completed after the termination date of this Agreement.

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**

The 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**

The 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**

The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy, the organization must conduct a competitive bid process. All contractors must have the proper licenses/certificates required in their respective disciplines.

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**

The 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. **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.

The 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.

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

**8. Governing Law**

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

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. Reporting Requirements**

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

**14. 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.

**15. 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.

**16. 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.