**Kurt E. Floren**
*Agricultural Commissioner/*
*Director of Weights and Measures*

# *COUNTY OF LOS ANGELES*

***Department of***
***Agricultural Commissioner/***
***Weights and Measures***

***Pest Exclusion and Produce Quality***
***12300 Lower Azusa Road***
***Arcadia, California 91006***
***http://acwm.co.la.ca.us***

**Robert G. Atkins**
*Chief Deputy*

February 9, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT #05-0390 WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE GLASSY-WINGED SHARPSHOOTER AND PIERCE'S DISEASE CONTROL PROGRAM (ALL DISTRICTS)(3-VOTES)**

## IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and instruct the Commissioner, on behalf of the Mayor, to sign the attached agreement #05-0390, for $1,320,509.78, with CDFA to continue the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program effective July 1, 2005 through June 30, 2006.

2. Authorize the ACWM to amend the contract agreement in an amount not to exceed 15% of the original contract.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 12, 2004, your Board approved Agreement #04-0368 with CDFA authorizing ACWM to provide inspection services of plant shipments related to the GWSS/PD Control Program.

Approval of the recommended actions will enable ACWM to continue its efforts in controlling the spread of Pierce's Disease and its vector, the GWSS within Los Angeles County.

The GWSS/PD Control Program will provide inspection and certification services to plant growing nurseries, Los Angeles County's number one agricultural industry. The program provides for the inspection of all nursery stock destined for regulating counties. In addition, wine-grape growers in Los Angeles County require inspection certification to move bulk grape shipments to counties not infested with GWSS.

ACWM has consulted and worked collaboratively with all the shipping nurseries and wine-grape growers to assist in controlling the spread of this pest.

Implementation of Strategic Plan Goals

Awarding this contract meets Los Angeles County Strategic Plan goal of Service Excellence. Continuing the GWSS/PD Control Program significantly enhances the ACWM's ability to certify nursery plants and wine grapes shipped from Los Angeles County. California requires the certification of nursery plants and wine grapes, and our timely response to shipping requests benefit the county's agricultural industry.

## FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of $1,320,509.78 for work performed by ACWM from July 1, 2005 through June 30, 2006. Therefore, the program will allow for full cost recovery and has no effect on Net County Cost.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In the past several years your Board has designated the ACWM as the lead agency/department for the control of Pierce's Disease and its vector, Glassy-winged Sharpshooter. This designation has allowed the ACWM to recover the costs for the Pierce's Disease Control Program in Los Angeles County from CDFA. The California Food and Agricultural Code, Section 6045(a), declared that the plant killing bacterium, *Xyella fastidiosa*, known as Pierce's Disease, and GWSS present a clear and present danger to California's grape industry, as well as to many other agricultural commodities and plant life. The GWSS/PD Control Program is conducted by the local public entity designated by our Board of Supervisors under a CDFA approved GWSS/PD control work plan.

County Counsel has approved the contract as to form.

**IMPACT OF CURRENT SERVICES (OR PROJECTS)**

As the lead agency, ACWM will conduct a public information program to alert nurseries and grape growers of shipping and treatment regulations, as well as perform inspections and certification of plant and grape shipments. Without inspection, treatment, and certification, nursery and bulk grape growers would be prohibited from shipping any GWSS host material to regulating counties, resulting in an estimated loss of $25 million to the county's plant producing nurseries and grape growers.

**CONCLUSION**

When approved, please return to this Department the minute order directing the Commissioner to sign. The Department will forward copies to the CDFA Contracts Office.

Respectfully submitted,

Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

Attachment
KEF:RGA:PJD:WD:jm

c: Chief Administrative Officer
County Counsel

STATE OF CALIFORNIA
**STANDARD AGREEMENT**
STD 213 (Rev 06/03)

| AGREEMENT NUMBER |
|---|
| **05-0390** |
| REGISTRATION NUMBER |

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

STATE AGENCY'S NAME
**DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME
**COUNTY OF LOS ANGELES**

2. The term of this Agreement is: July 1, 2005 Through June 30, 2006

3. The maximum amount of this Agreement is: $1,320,509.78
One Million Three Hundred Twenty Thousand Five Hundred Nine Dollars and Seventy-E Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

| | |
|---|---|
| Exhibit A – Scope of Work | 1 Page(s) |
| Attachment 1 | 1 Page(s) |
| Attachment 2 | 12 Page(s) |
| Exhibit B – Budget Detail and Payment Provision | 1 Page(s) |
| Attachment 1 | 1 (Page(s) |
| Exhibit C – General Terms and Conditions – GTC 304 | 3 Pages |
| Check mark one item below as Exhibit D: | |
| ☒ Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) | 1 Page(s) |
| ☐ Exhibit D*-Special Terms and Conditions | |

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

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

| **CONTRACTOR** | | *California Department of Gene Services Use Only* |
|---|---|---|
| CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **COUNTY OF LOS ANGELES** | | |
| BY *(Authorized Signature* – | DATE SIGNED) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS 12300 Lower Azusa Road, Arcadia, CA 91006 | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME **DEPARTMENT OF FOOD AND AGRICULTURE** | | |
| BY (Authorized Signature) – | DATE SIGNED | |
| PRINTED NAME AND TITLE OF PERSON SIGNING PAULA LEWIS, ACQUISITIONS MANAGER | | |
| ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814 | | ☐ Exempt per: |

STATE OF CALIFORNIA
**STANDARD AGREEMENT**
STD 213 (Rev 06/03)

AGREEMENT NUMBER
**05-0390**
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
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| Attachment 2 | 12 Page(s) |
| Exhibit B – Budget Detail and Payment Provision | 1 Page(s) |
| Attachment 1 | 1 (Page(s) |
| Exhibit C – General Terms and Conditions – GTC 304 | 3 Pages |

Check mark one item below as Exhibit D:

☒ Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) — 1 Page(s)

☐ Exhibit D*-Special Terms and Conditions

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

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

| CONTRACTOR | | California Department of Gene Services Use Only |
|---|---|---|
| CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **COUNTY OF LOS ANGELES** | | |
| BY *(Authorized Signature* – | DATE SIGNED) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS 12300 Lower Azusa Road, Arcadia, CA 91006 | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME **DEPARTMENT OF FOOD AND AGRICULTURE** | | |
| BY (Authorized Signature) – | DATE SIGNED | |
| PRINTED NAME AND TITLE OF PERSON SIGNING PAULA LEWIS, ACQUISITIONS MANAGER | | |
| ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814 | | ☐ Exempt per: |

# EXHIBIT A

## SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

   The County agrees to provide the California Department of Food and Agriculture (CDFA) services for the survey, inspection, and/or treatment of the glassy-winged sharpshooter in accordance with the Scope of Work, Attachment 1 and the County Workplan, which is hereby incorporated into this Scope of Work as Exhibit A, Attachment 2.

2. The contract managers for this Agreement are:

| FOR CDFA: | | FOR CONTRACTOR: | |
|---|---|---|---|
| Name: | Julie Lindsey | Name: | Kurt Floren |
| Section/Unit: | Pierce's Disease Management Program | Section/Unit: | Agricultural Commissioner |
| Address: | 1220 N Street | Address: | 12300 Lower Azusa Rd |
| City/Zip: | Sacramento, CA 95814 | City/Zip: | Arcadia, CA 91006 |
| Phone: | 916/651-0271 | Phone: | 626/575-5451 |

APPROVED AS TO FORM
RAYMOND G FORTNER, JR., County Counsel

By _____
Deputy

# EXHIBIT A

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| FOR CDFA: | | FOR CONTRACTOR: | |
|---|---|---|---|
| Name: | Julie Lindsey | Name: | Kurt Floren |
| Section/Unit: | Pierce's Disease Management Program | Section/Unit: | Agricultural Commissioner |
| Address: | 1220 N Street | Address: | 12300 Lower Azusa Rd |
| City/Zip: | Sacramento, CA 95814 | City/Zip: | Arcadia, CA 91006 |
| Phone: | 916/651-0271 | Phone: | 626/575-5451 |

APPROVED AS TO FORM
RAYMOND G FORTNER, JR., County Counsel

By [signature]
Deputy

# EXHIBIT A - SCOPE OF WORK

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

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

**New Activities** – If new activities become necessary (for example, treatment) that require additional funds and/or departure from the approved workplan, the county must request, in writing, the necessary changes from the Branch Chief of the Pierce's Disease Control Program. An amendment to this agreement must be awarded before new activities can commence.

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

**Form AD 1048: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions** – Upon request by the CDFA, and in accordance with Federal regulations and policy, the county must complete Form AD 1048 and return it to CDFA.

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

*COUNTY OF LOS ANGELES*

*Department of*
*Agricultural Commissioner/*
*Weights and Measures*

**Kurt E. Floren**
*Agricultural Commissioner/*
*Director of Weights and Measures*

*Pest Exclusion and Produce Quality*
*11012 Garfield Avenue*
*South Gate, California 90280*
*http://acwm.co.la.ca.us*

**Robert G. Atkins**
*Chief Deputy*

## *GENERALLY INFESTED COUNTIES WORKPLAN*

## PIERCE'S DISEASE CONTROL PROGRAM

## 2005/06 WORKPLAN
## LOS ANGELES COUNTY
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**PIERCE'S DISEASE CONTROL PROGRAM**

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

*[Place copy of Minute Order or Board Resolution here]*

*RECOMMENDED LANGUAGE: The Board of Supervisors of the County of Los Angeles, State of California, does hereby designate the Los Angeles County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors.*

**NOTE: If the Minute Order or Board Resolution cannot be provided with the proposed workplan, include the following statement under Item A:**

**The Minute Order or Board Resolution will be returned to CDFA with the signed contract.**

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

PRIMARY CONTACT:

| | |
|---|---|
| Name: | Warren Dias |
| Address: | 11012 South Garfield Avenue, Building A<br>South Gate, CA 90280 |
| Phone Number: | (562) 940-7803 |
| Fax Number: | (562) 861-2828 |
| E-Mail Address: | Warren@acwm.co.la.ca.us |

ALTERNATE CONTACT

| | |
|---|---|
| Name: | Maximiliano (Max) Regis |
| Address: | 11012 South Garfield Avenue, Building A<br>South Gate, CA 90280 |
| Phone Number: | (562) 940-7803 |
| Fax Number: | (562) 861-2828 |
| E-Mail Address: | MaxR@acwm.co.la.ca.us |

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

## *LOS ANGELES COUNTY*

**May 12, 2005**

### Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS.

## RESPONSIBILITIES

### Lead Agency

The Los Angeles County Department of Agriculture/Weights and Measures (LACACWM) is the lead agency and is designated by the Los Angeles County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the LACACWM, the State PDCP Science Advisory Panel, officials in affected counties, the Los Angeles County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Los Angeles County as favorable agents become available.

### County Responsibilities

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Certifying regulated commodities destined to noninfested areas of the state.

## ELEMENTS

### Public Outreach

The LACACWM will act as lead spokesperson for the PDCP activities within the County. The LACACWM, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

## PIERCE'S DISEASE CONTROL PROGRAM

## REGULATION OF COMMODITY MOVEMENT

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

# PIERCE'S DISEASE CONTROL PROGRAM

## SURVEY PLAN

Due to Los Angeles County being generally infested, no general county survey plan will be conducted. Nurseries in Los Angeles County that are under compliance agreement will be monitored for compliance.

Shipping wine-grape vineyards also will be surveyed and monitored for GWSS and adherence of shipping regulations.

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

# PIERCE'S DISEASE CONTROL PROGRAM

## ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations [CCR]). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than $1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].

- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to $10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to $2,500 for each violation [Sections 5310 and 5311, FAC].

- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to $25,000 for each violation [Section 5028(c), FAC].

- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].

- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].

- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to $10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].

- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.

- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

## PIERCE'S DISEASE CONTROL PROGRAM

### STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Los Angeles County Department of Agriculture/Weights and Measures (LACACWM) and the Los Angeles County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the LACACWM will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Los Angeles is generally infested and we do not anticipate conducting any rapid response activities.

## PIERCE'S DISEASE CONTROL PROGRAM

## WORKPLAN ASSURANCES

1. The LACACWM's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.

2. The LACACWM 's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.

3. The LACACWM plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.

4. The LACACWM will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

## PIERCE'S DISEASE CONTROL PROGRAM



## LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Los Angeles County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

ITEM J

# PIERCE'S DISEASE CONTROL PROGRAM ENVIRONMENTAL COMPLIANCE



A Final Environmental Impact Report[1] (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. No additional environmental review or documents by the counties should be needed unless any of the following are true:

- Substantial variations are being proposed in the workplan that would involve new significant environmental effects or a substantial increase in the severity of previously identified effects; or
- Substantial changes have occurred with respect to the circumstances under which activities are being undertaken; or
- Significant new information shows a need for additional analysis and disclosure of the environmental impacts of the activities.

**********

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

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

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

Warren Dias
Signature

5-10-05
Date

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

# EXHIBIT B

## BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

# PIERCE'S DISEASE CONTROL PROGRAM

## Los Angeles County Budget Display
## Glassy-Winged Sharpshooter (GWSS) Survey
## July 2005-June 2006

| Item # | Item Description | Position | Hours | Rate | Amt |
|---|---|---|---|---|---|
| 0026A | Deputy Agric/Wts Meas Insp | 0.5 | 885.5 | $41.365 | $36,628.71 |
| 0011A | Agric/Wts Meas Insp III | 1 | 1,771.0 | $30.469 | $53,960.60 |
| 0009A | Agric/Wts Meas Insp II | 6 | 10,626.0 | $27.335 | $290,461.71 |
| 0004C | Agric/Wts Meas Insp Aid - Temp | 10 | 11,832.0 | $12.331 | $145,900.39 |
| 0004A | Agric/Wts Meas Insp Aid - Perm | 10 | 7,674.0 | $15.725 | $120,673.65 |
| 0313A | Senior Biologist (Entomologist) | 0.2 | 354.2 | $36.117 | $12,792.64 |
| 02214A | Intermediate Typist-Clerk | 1 | 1,771.0 | $16.793 | $29,740.40 |
| | **Total Salaries** | | 34,913.7 | | **$690,158.10** |
| | Employee Benefits - Temp | | | 16.15% | $23,562.91 |
| | Employee Benefits - Perm | | | 51.69% | $281,326.81 |
| | **Total Employee Benefits** | | | | **$304,889.72** |
| | Indirect Costs (Overhead) | | | 25.00% | $248,761.96 |
| | County Mileage | | 210,000 | $0.34 | $71,400.00 |
| | Services & Supplies | | | | $2,000.00 |
| | Communications | | | | $2,500.00 |
| | Postage | | | | $300.00 |
| | Travel Expense | | | | $500.00 |
| | **TOTAL COST ESTIMATE** | | | | **$1,320,509.78** |

**EXHIBIT C**
**(County Agreement)**

## GENERAL TERMS AND CONDITIONS, GTC-304

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

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

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

18. UNION ACTIVITIES For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**EXHIBIT D**
(County Agreement)

## SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of $5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right To Terminate**

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

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