COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

Richard K. Iizuka
Chief Deputy

January 17, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#25 JANUARY 17, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF COOPERATIVE AGREEMENT #11-0197 WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY AND GLASSY-WINGED SHARPSHOOTER/PIERCE'S DISEASE CONTROL PROGRAM (ALL DISTRICT) (3-VOTES)

SUBJECT

This agreement is essential to maintaining a critical exotic pest detection program to place, rotate placement, and service over 26,000 traps to detect and prevent the establishment of Mediterranean, Oriental, and Mexican Fruit Flies and other exotic pests in Los Angeles County, and to survey, inspect, and/or treat to prevent the artificial spread of Pierce's Disease through the movement of Glassy-winged Sharpshooter (GWSS), the vector of the disease.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached agreement in the amount of $4,999,449.06 for the term beginning July 1, 2011, through June 30, 2012, with the California Department of Food and Agriculture (CDFA) to:

a. Continue the detection trapping of fruit flies and other exotic pests.

b. Continue the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program.

2. Authorize the Commissioner/Director amend the original contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and

the Chief Executive Office and notification to Board Offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above actions is to enable the ACWM to (a) maintain a critical insect trapping program to place, service, and relocate 26,000 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County, and (b) to survey, inspect, and/or treat to prevent the artificial spread of Pierce's Disease through the movement of GWSS, the vector of the disease.

Los Angeles County is unique due to its large size and vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increases the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

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

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this agreement. Therefore, we request that the Board delegate authority to the Commissioner/Director to sign amendments to the contract not to exceed 10 percent of the amount of the contract subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Implementation of Strategic Plan Goals

This agreement supports the Countywide Strategic Plan Goal 1: Organizational Effectiveness.

Service is enhanced to the County's residents through locally administered, efficient operations as part of a statewide program to prevent the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of $ 4,999,449.06 for direct and indirect expenses to the County for one year of operations. The total contractual amount is distributed between the two programs as follows:

Pierce's Disease Control Program/Glassy-winged Sharpshooter $1,090,159.06
Pest Detection/Emergency Projects $3,909,290.00

The total cost of the GWSS/PD Program is $1,601,000 of which $232,000 is net County Cost (NCC).

The total cost of the Pest Detection/Emergency Project is $6,430,000 of which $1,923,000 is NCC. Net County costs are principally due to the State's Limitations on cost recovery for overhead expenses. Funding is included in the Department's Fiscal Year 2011- 2012 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract is for the period July 1, 2011, through June 30, 2012. The contract has been reviewed by County Counsel and is approved as to form.

This cooperative agreement is being presented for approval after the start of the fiscal year due to late issuance of the draft agreement by CDFA. The original draft agreement was not submitted by CDFA to ACWM until November 29, 2011. Delays in State issuance of Exotic Pest Detection cooperative agreements to Counties were a result of intensive negotiations and program restructuring required to address State budget reductions impacting the Exotic Pest Detection program. ACWM involvement in those activities resulted in preserving and, in fact, enhancing the value of the agreement with ACWM.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the program's services for the entirety of Fiscal Year 2011 - 2012.

Respectfully submitted,

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and Measures

KEF:RKI:GDC:JW:
nr

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 10/05)

AGREEMENT NUMBER
11-0197
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, 2011 through June 30, 2012
3. The maximum amount of this Agreement is: $4,999,449.06
   Four Million Nine Hundred Ninety-nine Thousand Four Hundred Forty-nine Dollars and Six 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	23 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	4 Page(s)
Exhibit C – General Terms and Conditions - GTC 610	3 Pages
Exhibit D - Special Terms and Conditions	1 Page(s)
Exhibit E - Additional Provisions	3 Page(s)

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel
By Maepher 12/13/11
Deputy

5. Name of Program: Statewide Exotic Pest Detection Trapping and Pierce's Disease Control Program

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

CONTRACTOR		California Department of General 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 JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		☐ Exempt per:

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County shall provide the Pierce's Disease Control Program (PDCP) services for the survey, inspection, and/or treatment of the glassy-winged sharpshooter and for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and the economy of California in accordance with the Scope of Work and the County Workplans.

The County shall provide the Pest Detection/Emergency Projects (PD/EP) services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle, and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in a county.

Services shall be performed in and throughout the **COUNTY OF LOS ANGELES**.

AB 1896 is hereby incorporated by reference, and a Contractor's failure to comply shall be deemed a failure of consideration.

2. The program managers for this Agreement are:

FOR THE COUNTY

Name:	Kurt Floren
Section/Unit:	County Agricultural Commissioner
Address:	1230 Lower Azusa Road Arcadia, CA 91005
Phone:	626-575-5451
Fax:	626-350-3242

FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

PIERCE'S DISEASE CONTROL PROGRAM		PEST DETECTION/EMERGENCY PROJECTS	
Name:	Susan Ichiho/Myrna Villegas	Name:	Debby Tanouye
Section/Unit:	Pierce's Disease Control Program	Section/Unit:	Pest Detection/Emergency Projects
Address:	2800 Gateway Oaks, Room 200 Sacramento, CA 95833	Address:	1220 N Street, Room 315 Sacramento, CA 95814
Phone:	916-900-5246/5254	Phone:	916-654-1211
Fax:	916-900-5350	Fax:	916-654-0555

The County will be reimbursed for the following programs:

PIERCE'S DISEASE CONTROL PROGRAM - $1,090,159.06

PEST DETECTION/EMERGENCY PROJECTS - $3,909,290.00

TOTAL FOR BOTH PROGRAMS - $4,999,449.06

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

SCOPE OF WORK (#9)

CONTRACT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture shall:

A. Provide all traps, trap parts, and lures.

B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY-Commitment Form (60-221), which is attached hereto and made part of this agreement.

D. Provide county trappers with copies of the CDFA Insect Trapping Guide.

E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.

F. Provide quality control of the county trapping program via inspections and QC plants. For the county QC plant protocol, see www.cdfa.ca.gov/go/QCP

F. Provide for the disposal of Dibrom treated wicks according to Cal/EPA guidelines.

Section 2

The County Agricultural Commissioner shall:

A. Submit a completed budget display (work plan) for the trapping program by fiscal year. The work plan is attached hereto and made part of this agreement.

B. Hire and train personnel.

C. Provide and maintain trapping vehicles.

D. Ensure that trapping personnel attend training provided by state detection entomologists.

E. Ensure that all trapping activities conform to the current version of CDFA Insect Trapping Guide (ITG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG.

- Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.

F. Place and service the specified number of each trap type as indicated on the FY - Commitment Form (60-221).

G. Ensure that all deployed traps are properly identified with a unique trap number and accurately reflect servicing, baiting and re-baiting dates. The unique trap numbering system will be based upon the six digit California state plane coordinate system as such, six digit state plane grid number, hyphen, quint (aka subgrid) designation, hyphen, two letter trap type and trap number. For example: 032046-N-MF2.

H. Ensure that all deployed traps are properly identified (at least once on the trap body) with the appropriate trap number and accurately reflect servicing, baiting and re-baiting dates.

- Jackson trap – full trap number, and servicing and rebaiting dates
- Jackson trap insert – full trap number and date *PLUS* the initials of person completing insert
- Delta trap – full trap number, servicing and rebaiting dates
- Japanese beetle trap – full trap number and servicing dates on calendar card in cup of trap or on tape attached to fin or cup
- Yellow panel trap – full trap number and servicing dates on non-sticky (white) side of both panels
- ChamP trap – full trap number and servicing dates on the top fold
- McPhail trap – full trap number on calendar card or on clear adhesive on outside surface of trap

I. Ensure, for counties that do not have year round programs, that traps are deployed **prior** to the start of the specified trapping season. The traps will be removed at the first servicing after the **conclusion** of the trapping season.

J. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with Trimedlure, are serviced every fourteen days from July 1 through June 30 for fiscal year 2011-12.

K. Ensure that Medfly traps **piggybacked** with McPhail traps outside of the PRP area are serviced every seven days from July 1 through June 30 for fiscal year 2011-12.

L. Ensure that McPhail traps are serviced every seven days from July 1 through June 30 for fiscal year 2011-12.

M. Ensure that all ChamP™ traps, baited with ammonium bicarbonate, in **rural** areas will be serviced once each month and relocated at that time from July 1 through June 30 for fiscal year 2011-12.

N. Ensure that Jackson Oriental fruit fly traps, baited with methyl eugenol, are serviced every fourteen days from July 1 through June 30 for fiscal year 2011-12.

O. Ensure that all Jackson melon fly traps, baited with cuelure, are serviced every fourteen days from July 1 through June 30 for fiscal year 2011-12.

P. Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days from July 1 through August 30, and June 1 through June 30 for fiscal years 2008-09 and 2009-10, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).

Q. 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 current DTS must be available for immediate review by the district entomologist and/or person conducting the QC and also kept on file, for the CDFA audits office for three years. This applies to hand completed or electronic copies.

R. Complete a monthly Pest Detection Report Number 1 (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.

S. Provide one set of trapping records for all traps. This set, in the form of the "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

T. Maintain an inventory of known fruit fly host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

U. Maintain county wall maps with numbered square-miles grids – based upon the state-approved coordinate system (provided by the local district entomologist) - depicting the density of all traps currently deployed.

V. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines, including any specified county commitment trap lines.

W. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

X. Counties generating Dibrom treated wicks (i.e., Oriental, melon, peach and guava fruit fly detection traps) shall possess a CAI number issued by the California Environmental Protection Agency.

Y. Submit invoices within 30 days after the end of each reporting period. Payment of the monthly invoice is contingent upon receiving the corresponding Report Number 1 (See Item R). Continue to send monthly invoices even if the fiscal year contract funds are depleted.

Z. Submit the monthly invoice by postal or e-mail, with Report Number 1, to:

CDFA - PD/EP
1220 N Street, Room 315
Sacramento, CA 95814
Attn: Scott Okimura

- If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

PEST DETECTION/EMERGENCY PROJECTS FY 2011 / 2012 COMMITMENT FORM

AGRICULTURAL COMMISSIONER	COUNTY
Kurt Floren	Los Angeles
DETECTION SPECIALIST	DATE
Tina Galindo	9/22/2011

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0

TRAPPING		SUMMER/WINTER	SUMMER/WINTER	SUMMER/WINTER
JACKSON TRAP - MEDFLY	MF	5010 / 5010	0 / 0	5010 / 5010
McPHAIL TRAP	MP	4973 / 4973	0 / 0	4973 / 4973
CHAMP TRAP - Garden	CP	0 / 0	0 / 0	0 / 0
CHAMP TRAP - Rural	CP	0 / 0	0 / 0	0 / 0
CHAMP TRAP - Rural Residential	CP	0 / 0	0 / 0	0 / 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	4994 / 4994	0 / 0	4994 / 4994
JACKSON TRAP - MELON FLY	ML	4994 / 4994	0 / 0	4994 / 4994
GYPSY MOTH	GM	2159	0	2159
JAPANESE BEETLE	JB	3080	0	3080
MISCELLANEOUS:	European Corn Borer	0	0	0
	European Pine Shoot Moth	0	0	0
	Khapra Beetle	0	0	0
	False Codling Moth	0	0	0

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

SCOPE OF WORK

Statutory and Regulatory Authority

Food and Agricultural Code (FAC) § 6045(a) states "The Legislature hereby finds and declares that the plant killing bacterium, Xyella Fastidiosa and the resulting pathogen, Pierce's disease, and its vectors present a clear and present danger to California's fifty billion dollar grape industry, as well as to many other commodities and plant life."

FAC § 6047.1(a) further states that the Legislature declares that the "state's agricultural business economy could be seriously damaged if measures are not taken to prevent the transmittal of the plant killing bacterium that causes Pierce's disease and to contain its vectors, particularly the glassy-winged sharpshooter, and if measures are not taken to prevent or inhibit infestations by other designated pests and diseases."

FAC §§ 6046(c)(2) and (d) state that funds in the Pierce's Disease Management Account shall be made available for expenditure for the purpose of combating Pierce's disease or its vectors.

FAC § 6046(e) states that funds allocated by the Department of Food and Agriculture for local assistance regarding Pierce's disease and its vectors shall be made available to a local public entity, or local public entities, designated by that County's board of supervisors.

FAC § 6046(g)(4) and Title 3 CCR § 3651(c)(1)(E) provide workplan elements may include treatment programs to prevent the establishment and spread of Pierce's disease and its vectors.

Background

The glassy-winged sharpshooter (GWSS) is a serious pest in California because of its ability to spread *Xylella fastidiosa*, the bacterium that causes Pierce's disease which kills grapevines, and there is no cure or effective treatment at this time for Pierce's disease. In addition, various strains of *X. fastidiosa* cause scorch disease of almond, oleander, mulberry, olive and liquidambar, and alfalfa dwarf and citrus variegated chlorosis. These diseases are of particular concern to landscape professionals and agricultural producers in California. The GWSS ranges over many habitats, including agricultural crops, urban landscapes, native woodlands, and riparian vegetation. [University of California, Agriculture and Natural Resources, Pierce's Disease Research and Emergency Response Task Force brochure] The list of host plants includes about 300 genera, encompassing hundreds of plant species, and citrus is a primary feeding host for GWSS.

The Pierce's Disease Control Program's (PDCP) mission is to minimize the statewide impact of Pierce's disease and the GWSS. PDCP works in partnership with California county agricultural commissioners, the U.S. Department of Agriculture, the University of California and the California State Universities, other state and local agencies, industry, and agricultural organizations throughout the state to accomplish its mission. The strategy is to slow or stop the

spread of the GWSS while short- and long-term solutions to Pierce's disease are developed, This strategy relies upon five elements:

1. Contain the Spread: Prevent the spread of GWSS to new areas of the state by regulating shipments of host plants and other host material.

2. Statewide Survey and Detection: Find and monitor GWSS infestations and populations through trapping and visual survey.

3. Rapid Response: Respond quickly to detections of GWSS in new areas by intensively surveying the area and applying treatments if necessary.

4. Outreach: Raise awareness about Pierce's disease and its vectors while responding to the concerns of growers and the general public.

5. Research: Develop solutions to Pierce's disease and its vectors.

PDCP provides vital protection to California's 780,000 acres of vineyards from Pierce's disease. California's grape and wine industries are economic powerhouses accounting for $62 billion of economic activity in the state and $122 billion in the nation, as well as providing 3,000 jobs within California and 820,000 jobs nationwide.

GWSS has been successfully eradicated from several isolated areas in California, providing further protection to California's vineyards from this deadly vector, while researchers are closing in on solutions to Pierce's disease through several different approaches.

CDFA contracts with counties to conduct GWSS activities, pursuant to California Food and Agricultural Code 6046(e), that states "Whenever, in any county, funds are allocated by the Department of Food and Agriculture for local assistance regarding Pierce's disease and its vectors, those funds shall be made available to a local public entity, or local public entities, designated by that county's board of supervisors."

Counties provide survey, detection and inspection activities for GWSS. In addition, as necessary, the counties provide rapid response activities for GWSS. Each County provides an annual workplan as part of the contract process. The workplans provide detailed information as to how each county will provide for survey, detection, inspection and rapid response activities, as well as a budget that details the cost of reimbursement for providing these services.

Counties that have large populations of GWSS that cannot be eradicated are considered "Generally Infested" and do not conduct survey or rapid response activities. Generally Infested counties conduct inspection activities only.

Counties that have isolated populations of GWSS are considered "Partially Infested" and conduct survey, detection and inspection activities. Rapid response activities may also be conducted.

Counties that are free of GWSS are considered "Non-Infested" and conduct survey, detection and inspection activities. Rapid response activities may be conducted.

The Rapid Response element of the program involves responding quickly to new glassy-winged sharpshooter detections in partially or non-infested counties. When one or more GWSS life stages are found in a new area, a delimitation survey is conducted by the County Agricultural Commissioner's Office to determine if an infestation is present and, if so, to identify the extent. The PDCP and the County work together to draw boundaries around the newly infested area, and the County will regulate any affected entities therein. In urban and residential areas, the County subcontracts with a licensed Pest Control Operator (PCO) to apply treatments in the infested area. Treatments are applied under the supervision of the County Agricultural Commissioner and in compliance with all applicable state and federal laws and regulations. In agricultural settings, treatments are the responsibility of the grower and must be conducted in a manner approved and supervised by the commissioner, and in compliance with all applicable state and federal laws and regulations.

Counties request reimbursement through monthly invoicing and are required to post a monthly report on PDCP's website. These reports detail the number of hours spent on survey, detection, inspection and rapid response activities. The number of hours posted for each activity must coincide with the number of hours billed on the respective monthly invoice. As part of the payment approval process, all invoices received for reimbursement are thoroughly reviewed by program staff and matched to the report before the invoice is approved for payment.

County Responsibilities

The County will conduct the activities outlined in the submitted Workplan, in compliance with the protocol and guidelines provided by CDFA.

Workplan – The County shall submit a workplan to CDFA providing the following information and program elements and activities to be conducted under this contract: Program Coordinator and Contact Information (including DUNS Number), Response/Control Program, Regulation of Commodity Movement, Survey Plan, Enforcement Options and Authorities, Standards and Restrictions, Workplan Assurance, Budget, Local Appeal Process, and Environmental Compliance. The workplan shall also include a budget plan detailing the cost of Personnel Services and Operating Expenses. Personnel Services shall be itemized by classification with the number of hours, hourly rate, and benefits for each classification. Operating Expenses shall be itemized by line item, including but not limited to vehicle costs, supplies, and communications costs. The workplan is attached (Attachment 1).

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. The Survey and Delimitation Protocols, the Nursery Shipping Protocols, and the Approved Nursery Treatment Program Protocols are attached (Attachment 2).

Monthly Activity Reports – The County will submit a Monthly Activity Report on a monthly basis at https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx. (The Reports are also available from the PDCP's webpage – http://www.cdfa.ca.gov/pdcp. Click on County Users under the Program Resources heading on the left side of the page.) The County Monthly Activity Report must be submitted on a monthly basis. This report will be reviewed for consistency with the 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 and Federal Laws and Regulations – The County will comply with all State and Federal laws, 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 2 CFR 225 (OMB Circular A-87) which can be found at the following website http://www.whitehouse.gov/omb/circulars/index.html.

In addition, by entering into this contract with CDFA, the County certifies that it is not debarred, suspended, excluded from, or otherwise ineligible for participation in Federal assistance programs.

Insurance Requirements – The County will submit to CDFA proof of insurance for General Liability, Automobile Liability, Worker's Compensation Liability, and Environmental/Pollution Liability. A Letter of Self-Insurance from the County is sufficient proof of insurance. Proof of insurance is required on an annual basis for multi-year contracts.

Vehicles – The County will provide the vehicles necessary to conduct the activities under this contract. CDFA will provide mileage reimbursement at the Federal Internal Revenue Service (IRS) reimbursement rate. The reimbursement rate is subject to change in accordance with changes to the IRS published mileage reimbursement rate.

In cases where a County vehicle is not available, the County may lease vehicle(s) from an automobile dealership or an automobile rental company, not to exceed $400 per month per vehicle, to conduct the activities under this contract. The County will consult with its County fleet office prior to leasing vehicles, and will itemize the leasing cost on the contract budget and invoices.

Supplies – The County may purchase supplies necessary to conduct activities under this contract. The County will include a line item for the cost of supplies on the contract budget. If

the total cost of supplies is $5,000 or more, itemization of the supplies and cost is required on the contract budget.

Communications – The County may purchase or lease cell phones or telephones and service necessary to conduct activities under this contract. The County will include a line item for the cost of communications on the contract budget.

Travel – Travel will be reimbursed only when travel has been authorized by CDFA. Reimbursement will be at state per diem rates.

Subcontracting – The County shall utilize a competitive bidding process when retaining consultants or subcontractors. [State Contracting Manual, Chapter 3, sections 3.02 (consultants) and 3.06 (subcontractors)] The County will itemize the cost of subcontractors and/or consultants on the contract budget.

Subcontractors and consultants must meet the applicable proof of insurance requirements, and shall comply with all State and Federal regulations and requirements.

CDFA Responsibilities

The CDFA will provide assistance to and consultation with the County, as necessary.

CDFA Activities – The CDFA 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.

Training – The CDFA will provide training to County personnel on an annual basis, including but not limited to proper trap placement, inspection, and any changes in the protocols.

Quality Control – Quality control measures for County trapping and detection are conducted annually. The County's performance is based on an established system of documentation of "planted" GWSS in selected traps in the County. The results of quality control tests will be discussed with County agricultural personnel and areas that need improvement are noted. Quality control measures may also be conducted in other parts of the workplan.

Audits – The Audit Office of the California Department of Food and Agriculture may conduct an audit of the County contracts for the prior three years. The audits are conducted in accordance with generally accepted government auditing standards for fiscal compliance as issued by the Controller General of the United States. If an audit is conducted, the Audit Office will issue a preliminary audit report, and provide the County an opportunity to respond to the audit findings, prior to issuing a final audit report.

[County Letterhead]

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FISCAL YEARS
2011-2012
LOS ANGELES COUNTY

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ITEM A

PIERCE'S DISEASE CONTROL PROGRAM

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

[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, and designated pests and diseases.

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.

ITEM B

PIERCE'S DISEASE CONTROL PROGRAM

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

PRIMARY CONTACT:

Name:	Warren Dias
Address:	11012 Garfield Ave., South Gate, CA 90280
Phone Number:	(562) 622-0423
Fax Number:	(562) 861-2828
E-Mail Address:	WDias@acwm.lacounty.gov

ALTERNATE CONTACT (IF APPLICABLE)

Name:	Maximiliano (Max) Regis
Address:	11012 Garfield Ave., South Gate, CA 90280
Phone Number:	(562) 622-0430
Fax Number:	(562) 861-2828
E-Mail Address:	MRegis@acwm.lacounty.gov

County DUNS #: 104277827

ITEM C

PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND OTHER[1] DESIGNATED PESTS AND DISEASES

LOS ANGELES COUNTY

March 1, 2011

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.

RESPONSIBILITIES

Lead Agency

The Los Angeles County Department of Agriculture (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, officials in affected counties, the Los Angeles County PDCP Task Force (if applicable), and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Los Angeles County as biocontrol agents become available.

County Responsibilities

- Conduct the activities outlined in this workplan.
- 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 non-infested 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.

[1] Limited to outreach and research for Other Designated Pests and Diseases

ITEM C-1

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 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.

ITEM D

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.

For bulk citrus destined to 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.

ITEM E

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). Also, see 3 CCR § 3060.4(a)(1)(c)(1).

The statutory authority for these regulations is contained in 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].

ITEM F

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 (LACACWM) and the Los Angeles County PDCP Task Force (if applicable) 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.

ITEM G

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Los Angeles County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(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 (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.

2. The Los Angeles County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors and other designated pests and diseases 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 Los Angeles County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(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, and other designated pests and diseases in a manner respectful of property and other rights of those affected.

4. The Los Angeles County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

ITEM I

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[2] (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to disclose, 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. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR as it pertains to the containment and rapid response elements of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

****

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.

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

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

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

   Original invoices shall include the agreement/contract 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. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

   B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.

   C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. **Budget Contingency Clause**

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

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

3. **Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)**

   An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by_September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

   Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

   All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 – Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

   Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
   http://training.fws.gov/fedaid/toolkit/2cfr225.pdf

   Federal 7 CFR 3016 can be found at the following website:
   http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

   The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: http://www.sco.ca.gov/ard/manual/cntyman.pdf

[redacted]

rev. 10/10/2011

A. PERSONNEL SERVICES

	CLASSIFICATIONS	HOURS/ DAY	WORK DAYS	HOURS
1	[redacted]	[redacted]	[redacted]	5011
2	[redacted]	[redacted]	[redacted]	106,021
3	[redacted]	[redacted]	[redacted]	1,767
4	[redacted]	[redacted]	[redacted]	1,767
5	[redacted]	[redacted]	[redacted]	8,835
6	[redacted]	[redacted]	[redacted]	159
7	[redacted]	[redacted]	[redacted]	885
8	[redacted]	[redacted]	[redacted]	0
9	[redacted]	[redacted]	[redacted]	0

1. SALARIES

		HOURLY RATE with out Benefits	HOURS	SALARY
1	Inspector Aids (C)	[redacted]	5011	$70,004
2	Inspector Aids (A)	[redacted]	106021	$1,987,894
3	ACWM INSP II	[redacted]	1767	$57,746
4	ACWM DEPUTY SEALER	[redacted]	1767	$87,378
5	ACWM INSP III	[redacted]	8835	$321,771
6	Senior Statistical Clerk	[redacted]	159	$3,501
7	INTERMEDIATE TYPIST CLERK	[redacted]	885	$17,718
8		[redacted]	0	$0
9		[redacted]	0	$0
			SUBTOTAL:	$2,546,012.00

2. STAFF BENEFITS AND OVERHEAD

		BENEFIT RATE %	SALARY	BENEFIT COST
1	Inspector Aids (C)	[redacted]	$70,004	$20,000
2	Inspector Aids (A)	[redacted]	$1,987,894	$1,087,577
3	ACWM INSP II	[redacted]	$57,746	$31,593
4	ACWM DEPUTY SEALER	[redacted]	$87,378	$47,805
5	ACWM INSP III	[redacted]	$321,771	$176,041
6	Senior Statistical Clerk	[redacted]	$3,501	$1,915
7	INTERMEDIATE TYPIST CLERK	[redacted]	$17,718	$9,694
8		[redacted]	$0	$0
9		[redacted]	$0	$0
			SUBTOTAL:	$1,374,625.00

	SALARIES	BENEFITS	OVERHEAD COST
25 % Overhead (Not to exceed 25%)	$2,546,012.00	$1,374,625.00	$980,159.00

PERSONNEL SERVICES TOTAL : $4,900,796.00

B. Rents [redacted]
Misc [redacted]

C. VEHICLE OPERATION

Subject to change due to federal mileage rate change.

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE***	COST
86	[redacted]	[redacted]	$0.520	$389,064.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
	[redacted]	[redacted]	$0.510	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
[redacted]				$0.285	$0.00

VEHICLE COST TOTAL: $389,064.00

*** 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.

[redacted]

Note: Any variances are due to rounding to the whole dollar.

COMMENTS:

[redacted]

8

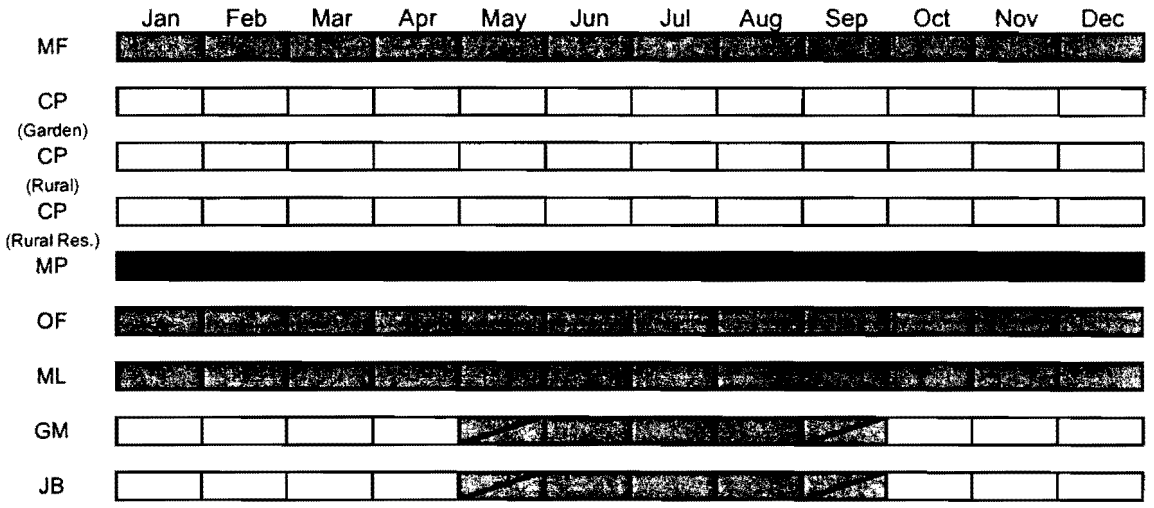
State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

County Los Angeles

PEST DETECTION/EMERGENCY PROJECTS
TRAPPING HOURS/YEAR WORKSHEET

Fiscal Year 2011-12

TRAPPING SEASON



	# of traps	X	serv/year*	=	serv/yr/trap
MF	5010	X	26	=	130260
CP- Garden	0	X	0	=	0
CP- Rural**	0	X	0	=	0
CP- Rural Res.	0	X	0	=	0
MP	4973	X	52.0	=	258596
OF	4994	X	26	=	129844
ML	4994	X	26	=	129844
GM	2159	X	**8.5**	=	18352
JB	3080	X	**8.5**	=	26180
			Total	=	693076

weekly servicings

biweekly servicings

monthly servicings

/ 6.87 average traps serviced per hour
54.96 average traps serviced per day

100884.43 X 1.1 (=10%) = **110972.87**
hours/year **Total hours/year**

*Trap placements, relocations, and removals are NOT considered as additional servicings.
**Calculated as biweekly per instructions.

LOS ANGELES COUNTY GLASSY WINGED SHARPSHOOTER CONTRACT
COST ANALYSIS FISCAL YEAR 2011/12

*POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	BENEFITS %	O/H %	SALARY	EMPLOYEE BENEFITS	OVERHEAD	TOTALS
INSPECTOR AIDS ©	10	6.0	12,528.0	$ 13.970	28.31%	25.00%	$175,016.16	$49,547.07	$56,140.81	$280,704.04
SENIOR BIOLOGIST	0	0.2	354.0	$ 42.466	54.69%	25.00%	$15,032.96	$8,221.53	$5,813.62	$29,068.11
ACWM INSP II	6	4.0	6,351.0	$ 32.139	54.69%	25.00%	$204,114.79	$111,630.38	$78,936.29	$394,681.46
ACWM DEPUTY/SEALER	0.5	0.5	885.0	$ 48.635	54.69%	25.00%	$43,041.98	$23,539.66	$16,645.41	$83,227.05
ACWM INSP III	1	1.0	1,771.0	$ 35.818	54.69%	25.00%	$63,433.68	$34,691.88	$24,531.39	$122,656.95
INTERMEDIATE TYPIST CLERK	1	1.0	1,771.0	$ 19.692	54.69%	25.00%	$34,874.53	$19,072.88	$13,486.85	$67,434.26
TOTALS SAL AND E.B.	18.5	12.7	23,660.0							$977,771.87
SERVS AND SUPPLIES (gloves, cell phones, pagers)										$3,012.23
**MILEAGE - COUNTY			193,396.0	0.555						$107,334.78
**MILEAGE - PERMITTEE			3,676.0	0.555						$2,040.18
GRAND TOTALS								TOTAL EXPENSES		**$1,090,159.06**
CONTRACT AMOUNT								CDFA PAYMENTS		**$1,090,159.06**
DEFICIT AMOUNT										$0.00

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1771

NOTE TEMPORARY PRODUCTIVE WORK HOURS @ 2088

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF
THE AGREEMENT FOR THE CONTRACT AMOUNT

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.
**Subject to change due to federal mileage rate changes.

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

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

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

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

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

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

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

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

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

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

3. **Agency Liability**

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

4. **Potential Subcontractors**

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

5. **Right To Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantial damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by a state agency directly impacting the Contractors ability to perform.

EXHIBIT E

ADDITIONAL PROVISIONS

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

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 11/12 - covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

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

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

SUBCONTRACTORS
Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed $50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Contractor and to CDFA.

INSURANCE REQUIREMENTS – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. **General Provisions Applying to All Policies**
   a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

   b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

   c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

   d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.

f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

- The policy must name **The County and State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract**.

2. **Contract Insurance Requirements**

Prime Contractor Insurance Requirements
Contractor shall display evidence of the following on an Acord certificate of insurance or documentation of self insurance on county letterhead evidencing the following coverages:

Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract**.

Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required.

Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Environmental/Pollution Liability for limits not less than $1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:

- The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent.

Sub-Contractor Insurance Requirements

Sub-Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

Commercial General Liability – Sub-Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Sub-Contractor's limit of liability.

The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract**.

Automobile Liability – Sub-Contractor shall maintain automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

Workers' Compensation Insurance – The Sub-Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than $1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Sub-Contractor is self-insured for workers compensation, a certificate must be presented evidencing Sub-Contractor is a qualified self insurer in the State of California. By signing this Agreement, the Sub-Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Sub-Contractor is defined as independent contractors, this clause does not apply.