

AGREEMENT NUMBER 09-0771
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 TULARE
2. The term of this Agreement is: **March 1, 2010 Through September 30, 2010**
3. The maximum amount of this Agreement is: **\$169,402.00**
One Hundred Sixty-nine Thousand Four Hundred Two Dollars and No 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	3 Page(s)
Attachment 2	2 Page(s)
Attachment 3	3 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	7 Page(s)
Exhibit C – General Terms and Conditions - GTC 307	3 Pages
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement)	1 Page(s)
<input type="checkbox"/> Exhibit D*-Special Terms and Conditions	
<input checked="" type="checkbox"/> Exhibit E-Additional Provisions	1 Page(s)

5. Name of Program: **Asian Citrus Psyllid**

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF TULARE		
BY (Authorized Signature)	DATE SIGNED	
—		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
4437 S. Laspina Street, Suite A, Tulare, CA 93274		
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		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor shall provide labor and materials necessary to place and service traps for the detection of the Asian Citrus Psyllid, which is considered hazardous to agriculture and to the economy of California.

Services shall performed in and throughout the County of Tulare.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Debby Tanouye, Branch Chief	Name: Marilyn Kinoshita
Section/Unit: Pest Detection/Emergency Projects	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room 315	Address: 4437 S. Laspina St., Ste A
City/Zip: Sacramento, CA 95814	City/Zip: Tulare, CA 93274
Phone: 916-654-1211	Phone: 559-685-3323
Email: dtanouye@cdfa.ca.gov	Email: mkinoshi@co.tulare.ca.us

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

SCOPE OF WORK

CONTRACT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION

Section 1 -- The California Department of Food and Agriculture shall:

1. Provide trapping materials for Asian citrus psyllid (ACP) detection: including traps and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide GPS units or reimbursement for GPS units up to \$250. Reimbursement will require a copy of the receipt.
4. Ensure timely payment of invoices following confirmation of contract compliance.
5. Provide quality assurance of program.

Section 2 -- The County Agricultural Commissioner shall:

1. Submit a completed budget display (using the provided work plan) for conducting ACP trapping duties using the following parameters:
 - Year round in infested counties.
 - Counties with commercial citrus and citrus nursery stock production will trap March 1 (during spring flush) until September 30, 2010 in the commercial citrus areas. Begin trapping around the citrus production nurseries and urban trapping during the normal pest detection season.
 - If funding allows for extended trapping, the contract may be amended.
2. Hire and/or train personnel.
3. Ensure that trapping procedures are followed.
4. Ensure that all documentation of work is complete and accurate.
5. Submit weekly reports using Report 3 to dtanouye@cdfa.ca.gov due by the close of business the following Wednesday.

6. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless weekly reports are submitted in a timely matter.
7. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation and removal.
8. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on ACP county trap lines, including any specified county commitment trap lines.
9. Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
10. Provide and maintain trapping vehicles.
11. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the attachment, "Asian Citrus Psyllid (ACP) Trapping Guidelines."

Section 3 – Description of Work

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Asian Citrus Psyllid (ACP) Trapping Guidelines."
2. Trapping performed in conjunction with existing detection trapping routes and/or sites (piggybacked) will be reimbursed at eight minutes per trap. These traps are serviced and maintained by existing general detection trappers.
3. Commercial trapping not in conjunction with any other detection activity will be fully reimbursed.
4. Mileage reimbursement is not allowed for ACP traps piggybacked onto pest detection sites.
5. Delimitation trapping may be required upon detection of "new location" finds, but only with the approval of PD/EP project management.
6. Incorporate the documentation of ACP traps into the books used for pest detection programs.

7. Complete a Daily Trapping Summary (Form 60-210) for each trapper. This form must be available for review by the district entomologist or the CDFA audit office for three years. To facilitate program audits, the Daily Trapping Summary – whether completed, daily, weekly or monthly – must be signed by the individual who performed the work. This applies to hand completed or electronic copies.

Section 4 – Basis for Payment

1. Submit ACP invoices within 30 days after the end of each reporting period. Send the monthly invoices, along with the corresponding Pest Detection Report Number 3. Continue to send monthly invoices even if the fiscal year contract funds are depleted.
2. Submit invoices by postal mail or e-mail to: Joanne Shimada at the California Department of Food and Agriculture, PD/EP, 1220 N Street, Room 315, Sacramento, CA 95814, or to jshimada@cdfa.ca.gov. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Payment is contingent upon receiving weekly reports using Report Number 3.
4. Payment will be made monthly, in arrears, upon receipt and approval of invoice.
5. Invoice will conform to the attached sample invoice.

Asian Citrus Psyllid (ACP) Trapping Guidelines

Trapping Season

- Infested counties – Trap year round.
- Commercial citrus and citrus nursery stock production counties – Begin commercial trapping in March (during spring flush) until September 30, 2010. If funding allows for extended trapping, the contract will be amended.
- Conduct urban trapping in citrus production counties during the normal pest detection season.

Trap Density

- Commercial - Place 15 traps per square mile up to a three mile radius of commercial citrus groves. For trapping high-risk areas outside the 3-mile radius, consult with your local district entomologist.
- Where urban areas exist within three mile radius, place 15 traps per square mile.
- Urban - Piggyback ACP traps on up to 5 existing pest detection trap sites per square mile. Trap must be placed in a host; if no host is available then do not place a trap. Therefore, the urban density may not always be 5 ACP traps per square mile.

Inspection Frequency

- Inspect commercial traps monthly.
- Inspect piggybacked urban traps at each regularly scheduled visit for that site.

Trap

- A yellow panel trap is to be used. The trap consists of two parts: a yellow panel trap and a trap hanger.

Attractant

- The yellow color is a visual attractant. Trap does not contain a pheromone or an insecticide.

Hosts

- Citrus and citrus relatives such as kumquat, orange jasmine, and curry leaf. Do not place in non-host trees.

Trap Assembly

- Assemble the trap by folding the trap open, thereby exposing the yellow, sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap.
- Write the trap number and date of deployment on the trap body prior to placing the trap. Trap numbers for ACP will include the six-digit grid number, subgrid designation, and the identifying letters "ACP". For example: commercial or rural: 075045-ACP-1; urban: 075045-W-ACP.

Trap Placement

- Hang traps outside the canopy of the tree in the upper 1/2 to 1/3 and near the outer ends of the branches. Maintain a foliage-free space 12 to 18 inches around the trap. Foliage should surround the trap beyond that distance, especially at the bottom and sides. Do not hang traps below the canopy or closer than four feet to the ground. Ensure that the trap is visible and in full sunlight. Place trap on south side of tree. In extremely hot areas, rotate trap to the north side of the tree.
- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees (e.g., 34.42331, -119.82505). The minimum information recorded in the GPS unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded for urban ACP traps when they are relocated. The GPS coordinates should also be added to the trap data card.

Baiting Interval

- Not applicable.

Trap Relocation

- Commercial - Relocate monthly if sufficient hosts are available.

- Urban - Relocate ACP traps when the primary detection traps are relocated. When relocating traps, always use a new trap. GPS the new site and document the new GPS coordinates on trap card.

Trap Replacement

- Change the trap with each relocation, every time a suspect is captured, or when it becomes dirty or cluttered with insects or other debris (i.e., as necessary).

Screening of Traps

- **IMPORTANT:** All traps removed from the field must be screened before being discarded.
 - CDFA will maintain regional screening centers for this purpose. Shipment costs for sending traps to a screening center will be reimbursed by CDFA.
 - Counties may instead elect to have a qualified staff member perform the screening.
 - Consult with your district entomologist for the appropriate option.

Submitting Specimens for Identification

- The entire trap containing the suspect insect(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the district entomologist after trapping a suspect insect.
- Submit the entire trap, leaving the suspect ACP in the trap, for identification to the Plant Pest Diagnostics Branch in Sacramento as efficiently and quickly as possible. If the suspect insect is alive on the trap, place the trap in the freezer for at least 1 hour to kill the specimen. Do not transport live specimens!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- Notify John Pozzi at jpozzi@cdfa.ca.gov upon all submissions. Include the e-PDR number in this communication.

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 for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- 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 59.619.

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>

TULARE

COUNTY DEPARTMENT OF AGRICULTURE

FY 2009-10 Asian Citrus Psyllid Work Plan

(March 1-June 30, 2010)

Commercial Trapping

A. PERSONNEL

1. STAFF - Detection Trappers

	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Staff Biologist	2.00	87.00	174
2 Ag & Standards Insp III	3.00	87.00	261
3 Ag & Standards Insp Aide - EH "A"	32.00	87.00	2784
4 Ag & Standards Insp Aide - EH "B"	0.00	0.00	0
5	0.00	0.00	0
6	0.00	0.00	0
7	0.00	0.00	0
8	0.00	0.00	0
9	0.00	0.00	0
10	0.00	0.00	0

2. SALARIES - Detection Trappers

	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Staff Biologist	\$26.21	174	\$4,561.00
2 Ag & Standards Insp III	\$25.42	261	\$6,635.00
3 Ag & Standards Insp Aide - EH "A"	\$10.97	2784	\$30,540.00
4 Ag & Standards Insp Aide - EH "B"	\$11.52	0	\$0.00
5	\$0.00	0	\$0.00
6	\$0.00	0	\$0.00
7	\$0.00	0	\$0.00
8	\$0.00	0	\$0.00
9	\$0.00	0	\$0.00
10	\$0.00	0	\$0.00
Subtotal:			\$41,736.00

3. BENEFITS - Detection Trappers

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Staff Biologist	36.0350%	\$4,561.00	\$1,644.00
2 Ag & Standards Insp III	35.6630%	\$6,635.00	\$2,366.00
3 Ag & Standards Insp Aide - EH "A"	5.7010%	\$30,540.00	1,741.00
4 Ag & Standards Insp Aide - EH "B"	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
Subtotal:			\$5,751.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$41,736.00	\$5,751.00	\$11,872.00

DETECTION STAFF SUBTOTAL: \$59,359.00

4. STAFF - Non-Detection

	HOURS/ DAY	WORK DAYS	HOURS
1 Office Assistant III	8.00	87.00	696
2	0.00	0.00	0
3	0.00	0.00	0
4	0.00	0.00	0
5	0.00	0.00	0
6	0.00	0.00	0
7	0.00	0.00	0

5. SALARIES - Non-Detection Staff

	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Office Assistant III	\$14.60	696	10,162.00
2	\$0.00	0	\$0.00

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Exhibit B

Attachment 1

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3	\$0.00	0	\$0.00
4	\$0.00	0	\$0.00
5	\$0.00	0	\$0.00
6	\$0.00	0	\$0.00
7	\$0.00	0	\$0.00
		Subtotal:	\$10,162.00

6. BENEFITS - Non-Detection Staff

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Office Assistant III	42.5290%	\$10,162.00	\$4,322.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
		Subtotal:	\$4,322.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$10,162.00	\$4,322.00	\$3,621.00

NON-DETECTION STAFF SUBTOTAL: \$18,105.00

TOTAL PERSONNEL COST: \$77,484.00

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

Description	Cost
a. Office Supplies	\$500.00
b. Communication (Nextel)	\$704.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$1,204.00

C. VEHICLE OPERATIONS

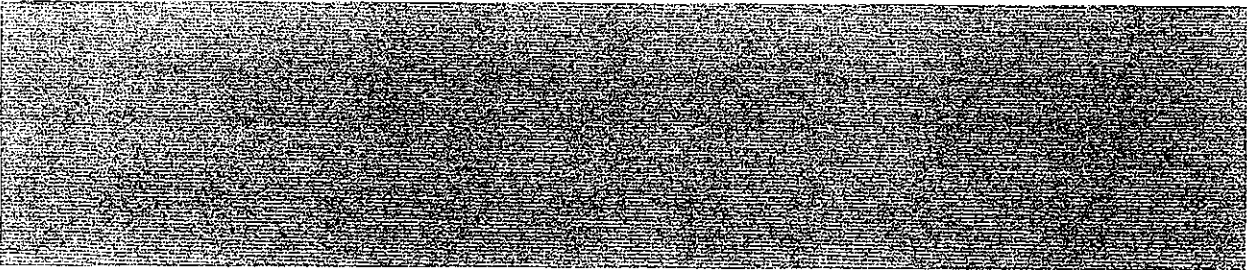
COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
4.25	4	2150	\$0.500	\$18,275.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00

VEHICLE COST TOTAL: \$18,275.00

* 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.

2009-10 ACP Commercial Trapping Total Cost: \$96,943.00

COMMENTS:



2009-10 ACP Piggybacked Trapping Total Cost: \$0.00
2009-10 ACP Commercial Trapping Total Cost: \$96,943.00

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Exhibit B
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TULARE County Grand Total 2009-10 ACP Contract

\$96,943.00

6	\$1.00	0	\$0.00
7	\$1.00	0	\$0.00
		Subtotal:	\$0.00

6. BENEFITS - Non-Detection Staff

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
		Subtotal:	\$0.00

0 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$0.00	\$0.00	\$0.00
NON-DETECTION STAFF SUBTOTAL:		\$0.00
TOTAL PERSONNEL COST :		\$0.00

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

<u>Description</u>	<u>Cost</u>
a.	\$0.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$0.00

C. VEHICLE OPERATIONS (non-detection related)

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	\$0.500	\$0.00

2010-11 ACP Piggyback Trapping Total Cost: \$0.00

**Any variances are due to rounding to the whole dollar.*

COMMENTS:

[REDACTED COMMENTS]

TULARE COUNTY DEPARTMENT OF AGRICULTURE
 FY 2010-11 Asian Citrus Psyllid Work Plan (Jul 1-Sep 30, 2010)
 Commercial Trapping

A. PERSONNEL

1. STAFF - Detection Trappers

	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Staff Biologist	2.00	65.00	130
2 Ag & Standards Insp III	3.00	65.00	195
3 Ag & Standards Insp Aide - EH "A"	32.00	65.00	2080
4 Ag & Standards Insp Aide - EH "B"	0.00	0.00	0
5	0.00	0.00	0
6	0.00	0.00	0
7	0.00	0.00	0
8	0.00	0.00	0

9	0.00	0.00	0
10	0.00	0.00	0

2. SALARIES - Detection Trappers

	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Staff Biologist	\$26.21	130	\$3,407.00
2 Ag & Standards Insp III	\$25.42	195	\$4,957.00
3 Ag & Standards Insp Aide - EH "A"	\$10.97	2080	\$22,818.00
4 Ag & Standards Insp Aide - EH "B"	\$11.52	0	\$0.00
5	\$0.00	0	\$0.00
6	\$0.00	0	\$0.00
7	\$0.00	0	\$0.00
8	\$0.00	0	\$0.00
9	\$0.00	0	\$0.00
10	\$0.00	0	\$0.00
Subtotal:			\$31,182.00

3. BENEFITS - Detection Trappers

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Staff Biologist	36.0350%	\$3,407.00	\$1,228.00
2 Ag & Standards Insp III	35.8630%	\$4,957.00	\$1,768.00
3 Ag & Standards Insp Aide - EH "A"	5.7010%	\$22,818.00	\$1,301.00
4 Ag & Standards Insp Aide - EH "B"	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
Subtotal:			\$4,297.00

	SALARIES	BENEFITS	OVERHEAD COST
25 % Overhead (Not to exceed 25%)	\$31,182.00	\$4,297.00	\$8,870.00
DETECTION STAFF SUBTOTAL:			\$44,349.00

4. STAFF - Non-Detection

	HOURS/ DAY	WORK DAYS	HOURS
1 Office Assistant III	8.00	65.00	520
2	0.00	0.00	0
3	0.00	0.00	0
4	0.00	0.00	0
5	0.00	0.00	0
6	0.00	0.00	0
7	0.00	0.00	0

5. SALARIES - Non-Detection Staff

	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Office Assistant III	\$14.60	520	\$7,592.00
2	\$0.00	0	\$0.00
3	\$0.00	0	\$0.00
4	\$0.00	0	\$0.00
5	\$0.00	0	\$0.00
6	\$0.00	0	\$0.00
7	\$0.00	0	\$0.00
Subtotal:			\$7,592.00

6. BENEFITS - Non-Detection Staff

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Office Assistant III	42.5290%	\$7,592.00	\$3,229.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00

Subtotal: \$3,229.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$7,592.00	\$3,229.00	\$2,705.00
NON-DETECTION STAFF SUBTOTAL:		\$13,526.00
TOTAL PERSONNEL COST :		\$57,875.00

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

Description	Cost
a. Office Supplies	\$350.00
b. Communication (Nextel)	\$528.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$878.00

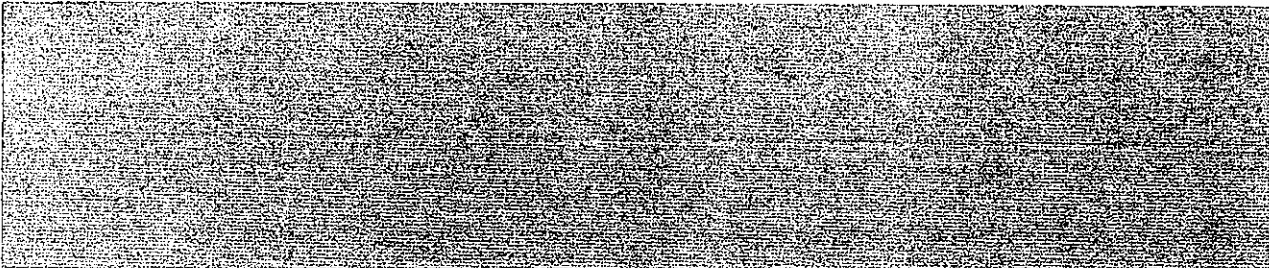
C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
4.25	3	2150	\$0.500	\$13,706.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$13,706.00	

* 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.

2010-11 ACP Commercial Trapping Total Cost: \$72,459.00

COMMENTS:



2010-11 ACP Piggybacked Trapping Total Cost: \$0.00
2010-11 ACP Commercial Trapping Total Cost: \$72,459.00

TULARE County Grand Total 2010-11 ACP Contract \$72,459.00

K

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

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 (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.

**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 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 substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by an governmental entity.

EXHIBIT E
ADDITIONAL PROVISIONS

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

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) 2009/2010 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.