

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARIPOSA COUNTY RESOLUTION NO. 82-129

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Vice-Chairman, ERIC J. ERICKSON, is hereby authorized to sign same:

Renewal of Contract with Department of Agriculture/
Medfly Program

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of June 1982, by the following vote:

AYES: Taber, Barrick, Dalton, Erickson
NOES: None
ABSENT: Moffitt
ABSTAINED: None

Eric J. Erickson
ERIC J. ERICKSON, Vice-Chairman
Mariposa County Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER,
County Counsel

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 6/81)

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

THIS AGREEMENT, made and entered into this 1st day of July, 19 82, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE DIRECTOR <i>hereafter called the State, and</i>	AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	NUMBER 4028
COUNTY OF MARIPOSA <i>hereafter called the Contractor.</i>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, personnel and materials (except traps, trap parts, and lures), necessary to place and service the number of traps designated below in accordance with the obligations and specifications set forth in Exhibit 'A' which is attached hereto and made a part thereof.

	<u>Number of Traps</u>
Urban and Rural Residential	40
Host Crop	10
High Hazard	80
TOTAL	130

Total number of traps may vary with time of year and availability of host material.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) COUNTY OF MARIPOSA
BY (AUTHORIZED SIGNATURE) ▶	BY (AUTHORIZED SIGNATURE) ▶ <i>Eric J. Jackson</i>
TITLE BUSINESS SERVICE OFFICER	TITLE Vice-Chairman, Board of Supervisors
CONTINUED ON <u> </u> SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS P. O. Box 247, Mariposa, CA 95338

<i>Department of General Services Use Only</i>	AMOUNT ENCUMBERED \$ 21,297	PROGRAM/CATEGORY (CODE AND TITLE) 20-10-010-000	FUND TITLE General	
	UNENCUMBERED BALANCE \$	(OPTIONAL USE) Subvention, Medfly Detection		
	ADJ. INCREASING ENCUMBRANCE \$	ITEM 8570-101-001 (b)20	CHARTER 82	FISCAL YEAR 82/83
	ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 1-99-104000-701422		
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER ▶		DATE		
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.				
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶		DATE		

8. This agreement shall become effective on July 1, 1982 and shall continue in effect until June 30, 1983 unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to Phyllis Hiatt, Area Manager, Pest Detection/Emergency Projects 1220 N Street, Room 425, Sacramento, California 95814, (916) 445-8314. The State shall direct all notices to Contractor at the address contained hereinabove.

10. The Contractor shall submit to Phyllis Hiatt (See "9" above for address) in triplicate, itemized invoices no more often than monthly. Invoices shall be billed to the Department of Food and Agriculture, list the contract number, indicate the period covered, provide a detailed itemization of the services performed and expenses incurred showing copies of receipts for the purchase or rental of supplies or equipment and indicate the address to which payment is to be made. Invoices shall be submitted on county letterhead paper or show the signature and title of the person authorized to sign for the county. Payment shall be made on the basis of the invoices upon certification by the State Coordinator that contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

11. The Contractor shall maintain and make available for audit by the State Auditor General and any other Federal or State entity a record of all disbursements made under this agreement. The records shall be maintained for a period of three years after final payment is made under the contract. (Government Code Section 10532).

12. The total amount payable under this agreement shall not exceed \$21,297 in accordance with attachment described as "Budget Sheet" and identified as Exhibit 'B' which by this reference is made a part thereof.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto and by this reference made a part thereof.

15. This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services.

16. This agreement is contingent upon passage by the State of California Legislature of an appropriation from which expenditure thereunder legally may be met and shall not obligate the State of California upon failure of the Legislature to so appropriate.

17. Title to equipment purchased from funds provided by the State under this agreement will vest in the State unless otherwise specified. Upon termination of this agreement the State may:

- a) request that such equipment be returned to the State with costs incurred by the contractor for such return being reimbursed by the State;
- b) transfer title to such equipment to the contractor at no additional cost to the contractor;
- c) by mutual agreement with the contractor, allow the contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination of this agreement; or
- d) authorize the continued use of such equipment for work to be performed under a different agreement.

The contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this agreement. The inventory record for each piece of such equipment shall include the date acquired, total cost, serial and model identification (on purchased equipment) and any other information or description necessary to identify said equipment. The inventory records shall also include the location or section to which each said piece of equipment is assigned. Nonexpendable equipment to be so inventoried shall be those items of equipment which have a normal life expectancy of one year or more and an approximate unit price of \$500 or more. In addition theft sensitive items of equipment costing less than \$500 shall be inventoried. A copy of the inventory record shall be submitted to the State upon request by the State, said inventory not to be submitted more frequently than annually.

EXHIBIT A

Contract Specifications For State-County
Mediterranean Fruit Fly Detection Program

AGENCY RESPONSIBILITY

Section 1. California Department of Food and Agriculture shall:

- A. Provide all Jackson traps, parts and lure.
- B. Provide technical assistance and training to County Agricultural Commissioner personnel on the use of Jackson traps and detection procedures for Medfly.
- C. Assist with and review county's trapping program.
- D. Provide county trappers with copies of the California Mediterranean Fruit Fly Trappers Manual, revised March 4, 1982, and any subsequent revisions thereof.

Section 2. The County Agricultural Commissioner shall:

- A. Place minimum number of traps in urban/rural residential, host crop, and high hazard areas as agreed upon in contract.
- B. Insure that all traps are numbered and dated at each servicing indicating if rebaited, rotated, relocated or just checked.
- C. Insure traps are serviced every seven (7) days March through October and every fourteen (14) days November through February except those counties south of the Tehachapi mountains which shall service traps every seven (7) days the entire year. Flexibility in this schedule may be arranged through the state coordinator where conditions of individual counties warrant such changes.
- D. Send personnel to training provided by state detection entomologists.
- E. Insure that trapping procedures follow those outlined in the California Mediterranean Fruit Fly Trappers Manual revised March 4, 1982 or any subsequent revisions thereof and that every trapper is familiar with the Manual and the Manual is kept in the trapper's vehicle for ready reference.
- F. Make a weekly report to the state of all insect traps placed and operating in the county using the green trapping report card (Form #66-103).

- G. Provide two sets of trapping records showing exact location of traps. One set is to be carried with the trapper and a duplicate set left at the main office.
- H. Maintain county maps (grid type) which depict number and distribution of traps throughout the county.
- I. Relocate traps every six weeks as outlined in the California Mediterranean Fruit Fly Trapping Manual.
- J. Allow the state and other concerned parties to accompany trapper on the trapping route. This may constitute field training for county personnel.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

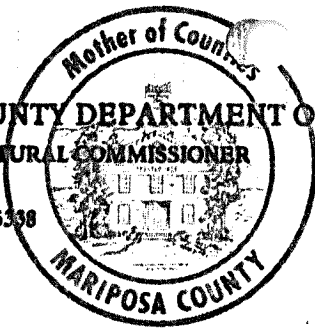
2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*



MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

OFFICE OF AGRICULTURAL COMMISSIONER

Post Office Box 905
Mariposa, California 95338

Phone (209) 966-2075

BUDGET - MEFLY DETECTION PROGRAM

SPECIFICATIONS

Exhibit B

CONTRACT TIME:

1 July 1982 - 30 June 1983

Number of traps

- | | |
|--|-----------|
| 1. Urban Areas (5 per square mile) | <u>40</u> |
| 2. Rural residential and host crop area
(selectively placed at 5 & 1) | <u>10</u> |
| 3. High hazard areas (placed as needed) | <u>80</u> |

TOTAL 130

PERSONNEL INVOLVED

Commissioner, Biologist, Agricultural Field Assistant (AFA)

TIME INVOLVED

Weekly 37 weeks x 130 traps = 4810 x 013 hr/trap = 1443 hours

COUNTY COSTS - SALARIES & FRINGE BENEFITS

Serviving traps	Biologist 500 hours x \$10.20/hr	= <u>\$5,100.00</u>
.. ..	AFA 943 hours x \$6.05/hr	= <u>5,705.15</u>
Fringe Benefits	Biologist 35% x \$5,100.00	= <u>1,785.00</u>
	AFA 6.67% x \$5,705.15	= <u>380.54</u>
	SUBTOTAL - SALARIES & FRINGE BENEFITS	<u>\$12,970.69</u>

COUNTY COSTS - EQUIPMENT & MILEAGE

Mileage	37 weeks x 130 traps x 6.6 mi/trap x 25¢/mile	= <u>\$7,936.50</u>
Communication Costs	8 months x \$30.00/month	= <u>240.00</u>
Supplies		= <u>150.00</u>
	SUBTOTAL - EQUIPMENT & MILEAGE	<u>\$8,326.50</u>

TOTAL BUDGET REQUEST \$21,297.19