



OFFICE OF THE AGRICULTURAL COMMISSIONER

DAVID W. MOELLER
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES
DIRECTOR, MOSQUITO AND VECTOR CONTROL

March 25, 2002

Agenda: April 9, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Adopt Resolution Accepting Unanticipated Revenue for Weed Management Area

Dear Members of the Board:

Last year, at the direction of your Board, the Agricultural Commissioner established a Weed Management Area, identified weed management projects, and submitted a workplan to the California Department of Food and Agriculture (CDFA). We subsequently received funding, through a contract with CDFA, for a yellow starthistle control project on pastureland near Hecker Pass, for printing an informational brochure on yellow starthistle, and for a Harding grass control program in the Watsonville slough system under the direction of the Santa Cruz County Resource Conservation District. The term of this contract has now expired.

To continue funding for both ongoing and new weed management projects, we submitted a new workplan to CDFA earlier this year, which they recently approved, and CDFA in turn has sent us a Standard Agreement (Contract) for your review and approval. The new workplan expands on the yellow starthistle control work begun last year and adds several new projects, including habitat restoration at Henry Cowell State Park and roadside noxious weed control on the North Coast of the County. To give Board members a sense of the scope of projects, we have briefly summarized them in Attachment 1 to this letter, although greater detail can be found in the Contract, which is also included with this letter.

The term of the Contract is January 1, 2002 through June 30, 2004. The maximum amount of the Contract is \$47,831, to be distributed as follows: \$28,763 for FY 2001-02, \$17,938 for FY 2002-03, and \$1,130 for FY 2003-04.

To receive and use this revenue, it is necessary for your Board to approve the Contract with CDFA, authorize the Agricultural Commissioner to sign the Contract, and adopt a resolution accepting and appropriating as unanticipated revenue the \$28,763 portion of the Contract for WMA activities to be conducted during the current fiscal year.

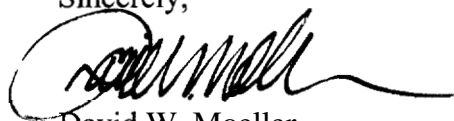
Weed Management Area
March 25, 2002

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It is therefore RECOMMENDED that your Board:

1. Approve the Contract with the California Department of Food and Agriculture (CDFA) for an amount not to exceed \$47,831 for services to be performed in the Integrated Weed Management Plan and authorize the Agricultural Commissioner to sign the agreement;
2. Adopt the attached resolution accepting and appropriating \$28,763 into Agricultural Commissioner Budget Unit 103210 for expenses related to Integrated Weed Management Plan activities in FY 2001-02.

Sincerely,



David W. Moeller
Agricultural Commissioner

Approved:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

Attachments;

- Attachment 1
- Contract
- AUD-60
- ADM-29

0049

SUMMARY OF SANTA CRUZ COUNTY WEED ABATEMENT PROJECT GRANTS FROM
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

1. Yellowstar thistle (YST) control on Rancho Santa Maria - March 2002 - July 2003

In March 2001 about 30 acres of a pasture was treated to control YST. In March 2002, if resprouts or plants from seed are found they will be mapped and destroyed by hand pulling or, if absolutely necessary, by a suitable herbicide.

2. Spiny cocklebur control on Rancho Santa Maria - May 2002 - July 2003

About 12 acres of pasture will be surveyed for spiny cocklebur, a plant with dangerously sharp, 3-pronged, stout spines at the leaf bases. Seeds are spread by spiny burs that cling to livestock hair. The plants will be removed by hand or, if absolutely necessary, by a suitable herbicide.

3. Yellowstar thistle biological control - July 2002 - June 2004

Survey and map two large YST locations, attend CDFA biological control workshop, collect biocontrol insects and release them at the surveyed sites, monitor the release sites to learn the effect of the biocontrol insects on YST.

4. English ivy removal at Henry Cowell Redwoods State Park - March 2002 - September 2003

The Wildlands Restoration Team will rent, modify, and use a small skid-steer loader to remove thick mats of English ivy at the park site.

5. Coast Diaries weed survey & control - February 2002 - June 2002

The Trust For Public Land will survey the ranch for weeds, map their locations using Global Positioning/Geographic Information Systems (GPS/GIS). A work crew from the California Youth Authority will mechanically remove many weeds and a mower will be used on others.

6. Highway 1 weed abatement - Apr 2002 - Aug 2003

Survey noxious weeds along Hwy 1 right-of-way between Santa Cruz City limit and San Mateo County Line. California Youth Authority will remove weeds using manual and mechanical control methods.

7. Weed booklet printing and distribution - March 2002 - September 2002

With this grant, and \$1,000 from the California Native Plant Society - Santa Cruz Chapter, the Wildlands Restoration team will revise and reprint about 2000 copies of their booklet "A Plague of Plants; Controlling Santa Cruz County Invasive Plants"

DEPARTMENT OF FOOD AND AGRICULTURE

1220 N Street, Room 100
Sacramento, CA 95814



February 27, 2002

County of Santa Cruz
County Agricultural Commissioner
175 Westridge Drive
Watsonville, CA 95076

Agreement Number: 01-0567

RECEIVED 0050
02 MAR -4 AM 8:18
AGRICULTURE
SANTA CRUZ COUNTY

In regard to the enclosed Standard Agreement, please complete the following item(s) and return to the above address as required. This Agreement cannot be considered binding on either party until fully executed and approved by the Department of General Services, when required. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. If you have any questions regarding this Agreement, please contact the analyst identified below.

- Standard Agreement (STD 213) with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional single page STD 213 and return the two originals for further processing. A fully executed original will be returned when completed.
- Amendment to the above referenced Standard Agreement. Sign both copies and return both originals for further processing. A fully executed original will be returned when completed.
- Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- Contractor Certification Clauses (CCC 201). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in this office and must be renewed every three (3) years and as changes occur. It is available on the Internet at the above site referenced in paragraph one. Please sign and return the current CCC. Failure to do so will prohibit the State of California from doing business with your company.
- A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California and which also includes the State of California, its officers, agents and employees as additional insureds.
- The attached Agreement is signed on behalf of the California Department of Food and Agriculture. Continue processing and when approved, return the original to this office.
- The attached fully executed Agreement is for your records. You are now authorized to provide the agreed upon services.
- A copy of the resolution, order or motion authorizing execution of this Agreement must be included.
- Initial all changes on the enclosed Agreement and return the same for further processing.

Lisa Macias, (916) 653-2607
Contracts Unit
Administrative Services

AGREEMENT NUMBER 01-0567

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

<small>STATE AGENCY'S NAME</small>	
DEPARTMENT OF FOOD AND AGRICULTURE	
<small>CONTRACTORS NAME</small>	
COUNTY OF SANTA CRUZ	
2. The term of this Agreement is: JANUARY 1, 2002 THROUGH JUNE 30, 2004
3. The maximum amount of this Agreement is: **\$47,831.00**
 Forty-Seven Thousand Eight Hundred Thirty-One 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	6	Page(s)
Exhibit B – Budget Detail and Payment	12	Page(s)
Exhibit C – General Terms and Conditions	3	Pages
Exhibit D – Special Terms and Conditions	1	Page

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

CONTRACTOR	CALIFORNIA Department of General Services <small>Use Only</small>
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> COUNTY OF SANTA CRUZ	
BY <i>(Authorized Signature)</i> 	DATE SIGNED)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 175 Westridge Drive Watsonville, CA 95076	
STATE OF CALIFORNIA	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS 1220 N STREET, ROOM 100 SACRAMENTO, CA 95814	
<input checked="" type="checkbox"/> Exempt per _____ DGS Letter 28.4	

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PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
175 Westridge Drive Watsonville, CA 95076	
STATE OF CALIFORNIA	
AGENCY NAME	
DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS	
1220 N STREET, ROOM 100 SACRAMENTO. CA 95814	
<input checked="" type="checkbox"/> Exempt per _____ DGS Letter 28.4	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK PLAN

1. County of Santa Cruz shall perform services pertaining to the control of yellow starthistle and other noxious and invasive weed species with mapping and education. Reports shall be submitted on a quarterly basis and must reference the contract number.

The services shall be performed in accordance with the Santa Cruz County Weed Management Area, Integrated Weed Management Plan (IWMP), as included in this Exhibit and hereby made a part of this agreement.

2. The contract managers for this Agreement are:

FOR CDFA:		FOR CONTRACTOR: SANTA CRUZ	
Name:	Steve Schoenig	Name:	David Moeller
Section/Unit:	PHPPS/IPC	Section/Unit:	County Agriculture Commissioner
Address:	1220 N Street Rm. A-357	Address:	175 Westridge Drive
City/Zip:	Sacramento, CA 95814	City/Zip:	Watsonville, CA 95076
Phone:	(916) 654-0768	Phone:	(831) 763-8080

Santa Cruz Weed Management Area SB 1740 Year 2/3 Work Plan

Proposed Projects:

1) Project Title: Yellow Star Thistle (YST) Control on Rancho Santa Maria (Project Continuation)

Description: No living YST plants were found during a visual examination in June and July 2001 on the 30 acres of YST sprayed with Transline in March 2001. This proposal is to broadcast spray Transline or another suitable herbicide on any YST resprouts or germinated YST plants in the previously treated area. YST plants surviving the second application will be spot sprayed with Roundup or another suitable herbicide.

Time-frame: Time-frame: January, 2002-June 30, 2004

Site assessment and herbicide treatment (*if treatment is necessary*) will occur from late February to early March, 2002, Followup site assessment and herbicide treatment will occur in June 2002. Evaluation of effectiveness of the chemical treatment will occur in July, 2002.

How Evaluate Success: Examination of the treated areas in the summer of 2001 found no surviving YST plants. The sites treated in 2002 will be re-examined after the spring rains. Surviving YST plants will be spot sprayed. Subsequent survivors will be recorded on a topographic map and the result compared to the map made in 2001 before any spraying occurred.

2) Project Title: Spiny Cocklebur ("Clot Bur") Control on Rancho Santa Maria (Project Initiation)

Description: Spiny Cocklebur, *Xanthium spinosum*, is an aggressive invader of rangeland and cropland. At Rancho Santa Maria the plants cover about 12 acres of pasture at several scattered sites. Stout, 3-pronged spines up to 1½ inches long armor each plant's leaf base. Individual plants produce an average of 150 seeds annually that can live in the soil for several years. The egg-shaped seed heads are covered with short hooked spines which readily tangle in livestock hair and aid seed transport.

In 2002 the project will consist of surveying the weed populations, spraying them with a suitable herbicide, and assessing the spray's effectiveness. In May-June, 2003 the sites will be re-examined and surviving plants will be spot sprayed with an herbicide. Final evaluation of treatment will be in July, 2003.

Time-frame: January, 2002-June 30, 2004

Site assessment and initial herbicide treatment will occur in May and June, 2002. In the next year followup site assessment and possible spot spray herbicide treatment will occur

in May and June. Evaluation of effectiveness of the chemical treatment will occur in July, 2003.

How Evaluate Success: In 2002 the extent of the spiny cocklebur infestation before and after treatment will be recorded on a topographic map. In 2003 the treated sites will be re-examined after the spring rains. Surviving cocklebur plants will be spot sprayed. Subsequent survivors will also be recorded on a topographic map for comparison to the pre-project extent of the plants.

3) Project Title: Biological Control of Yellow Star Thistle (YST)

Description:

Two sites known to be infested with YST will be targeted for release of the hairy weevil (*Eustenopus villosus*) and/or the flowerhead weevil (*Larinus Curtus*). One site is a small infestation on private property near the entrance to Henry Cowell Redwoods State Park in Felton. The other infestation is along Highway 9 in the vicinity of the town of Boulder Creek. Other infestations of YST found during spring survey work will also be considered for biocontrol.

Known infestation areas will be visited in the spring, recorded in GPS, and plotted on maps. New infestations found will also be plotted. A staff member will be sent to a CDFA workshop in the summer 2003 to collect insects for release at YST infestation sites.

Time-frame: June 2003 - June 2004

How Evaluate Success:

The insect release areas of 2003 will be re-surveyed in the following year and evaluated for YST control and the presence of the biocontrol agent.

4) Project Title: English Ivy Removal at Henry Cowell State Park (Ox Road Site)

Description: Remove English ivy from old growth redwood plot

Time-frame: January 1, 2002 - June 30, 2003

How Evaluate Success: Success will be insured by returning to the site one year after the initial removal and pulling or digging out any new ivy that has appeared. If that is done thoroughly, there will be practically no ivy remaining after this time, and the only follow-up work needed will be the removal of any new seedlings which might come up as the result of seed dispersal by birds

5) Project Title: Coast Dairies Weed Inventory and Weed Abatement

Project Timeframe: January 2002 – June 2002

Weed Inventory Project Description:

The Coast Dairies Protection and Use Plan established baseline information for the 7,000 acre property in its draft Existing Conditions Report (published June 2001). The ECR provides GIS layers describing the general vegetation, slopes, soils, geology and other natural features of the land and identified resource issues requiring additional data collection. One of the resource areas identified as needing more data was exotic plants.

A simple way to define the extent of the exotic plant problem in space and time is to use GPS tools to show the precise locations and the extent of infestations at each site. Coast Dairies proposes to conduct weed surveys on known infestations of highly invasive weeds (thistles, pampas grass, brooms, cape ivy, arundo, poison hemlock, etc.) though others could be added as recognized. The surveys will be conducted by Coast Dairies' property manager in consultation with the botanists who contributed to the ECR.

Coast Dairies will start with aerial photos of the property and hard copy maps of roads, trails and weed infestations. These known sites will be measured and their locations plotted and cross-referenced to land uses, soil types, and other information from the ECR. Follow up surveys will be proposed to monitor the effectiveness of weed abatement projects.

Initial data collection will be accomplished in approximately 84 hours of staff time.

Project Title: 2002 Weed Abatement Priority Control Project

Project Description:

Subsequent to the 2001-2002 weed surveys, Coast Dairies will establish abatement priorities based on consultation with the Agricultural Commission's Weed Management advisors, the local chapter of the California Native Plant Society, consulting biologists and perhaps other interested parties in the community. Priorities will be based on existing and potential ecologic damage, the costs of different types of abatement, and collaboration with neighboring properties, and other appropriate criteria.

Hand crews, tractor mowing, grazing and herbicide use will be considered. Plants will be targeted based on their seasonal vulnerability, ease of access, availability of crews/operators, etc.

Project Time-frame: could start as early as Spring, 2002, and will be completed by the end of June, 2002.

How Success will be Measured and Evaluated:

1. All roads and trails currently in use (as of September 2001) will be surveyed.
2. All grasslands will be surveyed.
3. Other known significant infestations will be surveyed, including quarry sites, fallow agricultural lands, and sensitive habitats.
4. Weed survey data will be added to the Existing Conditions Report (ECR) as part of the Coast Dairies Protection and Use Plan.

Weed abatement will be prioritized based on this survey information and meetings with stakeholders (including Weed Management Area members, public agencies, tenants, and other interested members of the public).

6) Project Title: Weed Abatement on Hwy. 1 Right-of-way North of Santa Cruz City (Project Initiation)

Description: Noxious exotic weeds are a serious problem along the 18 miles of Hwy. 1 right-of-way south from the San Mateo/Santa Cruz County line to the Santa Cruz City limit. They reduce driver field of vision and exclude native plants. These weed corridors also provide a ready source for weed dispersal onto neighboring properties. Weed control for this proposal is directed at the vegetated area on both sides of the roadway extending from the road shoulder fog line laterally as far as the adjacent property boundary or 100 ft., whichever occurs first. The maximum size of the weed abatement area would total about **440** acres.

First, a weed abatement permit will be sought from CalTrans. Next, the California Youth Authority (CYA) Ben Lomond Camp will be asked to provide 1-2 field crews for weed abatement in the right-of-way.

A field reconnaissance by the Agricultural Commissioner's Office will assess weed abundance and distribution using a GPS/GIS system. Then a weed attack plan, aimed at the most efficiently controlled weed populations, will be developed in cooperation with CalTrans, the CYA camp, and the Agricultural Commissioner. Weed control by the CYA crews will begin in June in areas where the assessment has been completed and continue through the field season as new segments of the right-of-way are assessed by the Agricultural Commissioner's Office. As time permits the Agricultural Commissioner's representative will work in the field with the CYA crews. Those crews will use manual and mechanical control methods, including hand pulling, digging, burying, mowing, etc., to remove noxious weeds. No herbicides will be used for this project. While CYA crews are aiding the abatement program, they may be required to travel elsewhere for one to several weeks to fight forest and range fires.

Time-frame: The field reconnaissance to assess weed abundance and distribution will start in late April or early May, 2002. Weed abatement will begin as soon as a substantial portion of the right-of-way has been assessed and the weed attack plan is prepared. Abatement will continue into FY02/03, until the weather or higher priority CYA assignments prevent further field activity. Followup site assessment using GPS will be done to reveal the possible need for additional treatment. If more treatment is required,

CYA crews will be requested to resume weed abatement in May and June, 2003. Final evaluation of treatment effectiveness will occur in late June, 2003. Final 0058

How Evaluate Success: To estimate abatement effectiveness the pre and post treatment weed populations will be measured and compared using GPS generated data recorded on GIS created topographic maps.

7) Project Title: Print and distribute 1000 copies of the booklet “A Plague of Plants”

Description:

This 25 page booklet describing the primary noxious weeds in Santa Cruz County was written by Ken Moore and Tim Hyland of the Wildland Restoration Team. The first printing was funded by the Santa Cruz County Resource Conservation District. It is being distributed to county residents. Many more copies are needed to inform citizens of the nature, extent, and control of noxious weeds in the county. This proposal would help to satisfy that need.

Time-frame: January 2002 - June 2002

How Evaluate Success:

We will publicize the free availability of the booklets in news media and also distribute them at meetings of organizations like the local chapter of the California Native Plant Society, Sierra Club, Community Alliance with Family Farmers, etc., and mail copies to selected opinion makers in the county. In the back of each copy we will include a returnable opinion sheet where recipients can describe the value to them of the booklet. We will keep a record of responses.

EXHIBIT B
(Standard 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. Invoices shall include the Agreement Number and shall be submitted in triplicate, quarterly, to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Summary Budget Sheet
 Santa Cruz County WMA**

	FY 01/02	FY 02/03	FY 03/04	Total
<u>Personnel Services</u>				
Permanent staff				
Agric.WM Inspector III	\$2,182	\$871		\$3,053
30% benefits				
Biol. Aide	\$3,878	\$3,784	\$129	\$7,791
30% benefits				
Temporary staff				
TOTAL Personnel Service	\$6,060	\$4,655	\$129	\$10,844
<u>Operatinu Expenses</u>				
General Expense				
Postage/Mailing	\$200			\$200
Printing	\$1,950			\$1,950
Communications				
Vehicle Operations				
Travel				
Training..				
Chemical Costs				
Treatment	\$1,764	\$315		
Equipment Costs	\$424			\$424
Equipment Rental	\$4,100	\$300		\$4,400
Data Processing (software).				
Profess. Services, <i>External</i>	\$14,054	\$10,424		\$24,478
TOTAL Operating Expenses	\$22,492	\$11,039	\$0	\$33,531
Total	\$28,552	\$15,694	\$129	\$44,375
<u>Overhead, Administrative and Indirect Costs</u>				
at 10%	\$2,033	\$1,410	\$13	\$3,456
<u>Other</u>	\$0	\$0	\$0	\$0
GRAND TOTALS:	\$30,585	\$17,104	\$142	\$47,831

SUMMARY OF REQUESTED FUNDING

TITLE	FUNDS: FY01/02	+	FY02/03	+	FY03/04	SUBTOTAL	0061
YST control on Rancho Santa Maria	\$1,456		\$139		----	\$1,595	
Spiny Cocklebur control on Rancho Santa Maria	970		590		----	1,560	
YST biological control	----		1,822		988	2,810	
English Ivy removal	7,800		1,600		----	9,400	
Coast Dairies weed survey and control	6,881		----		----	6,881	
Hwy. 1 weed abatement	9,076		13,732		142	22,950	
Print & distribute weed booklet	2,580		55		----	2,635	
TOTALS	\$28,763		\$17,938		\$1,130	\$47,831	

Santa Cruz County Year 2/3 Work Plan Budget

1) Project Title: Yellow Star Thistle Control on Rancho Santa Maria

Tasks for Action	FY 01/02	FY 02/03
<i>Personnel Services</i>	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
Task 1: Document presence or absence of YST--Agric. Inspector--\$31.60/hr. X 4 hrs., incl. 30% benefits	March \$126	
Task: Ag. Comm. to apply followup herbicide to survivors as spot treatment- Agric. Insp--\$31.60/hr. X 6 hrs., incl. 30% benefits	June \$190	
Task: Monitor effectiveness of treatments-- Agric. Insp \$31.60/hr. X 4 hrs., incl. 30% benefits		July \$126
<i>Operating Expenses</i>		
Treatment Cost: Task: Herbicide applied by pest control operator-- \$63/ac. X -16 ac.	March \$1008	
Indirect Costs Project Administration (10% of subtotal)	\$132	\$13
Grand Total = \$1595	\$1456	\$139

2) Project Title: Spiny Cocklebur Control on Rancho Santa Maria

Tasks for Action

FY 01/02

FY 02/03

<i>Personnel Services</i>	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
Task: Perform preliminary documentation for presence of spiny cocklebur--Agric. Inspector-\$31.60/hr. X 4 hrs.,incl. 30% benefits	May & June \$126	
Task: Site assessment prior to followup spray--Agric. Insp. (\$31.60/hr. X 3 hrs, incl. 30% benefits)		May & June \$ 95
Task: Monitor effectiveness of spot treatment-Agric. Insp. (\$31.60/hr. X 4 hrs., incl. 30% benefits)		July \$126
<i>Operating Expenses</i>		
Treatment Cost: Task: Apply herbicide--Pest Control Operator (\$63/ac. X 12 ac.)	June \$756	
Task: Follow-up herbicide application as spot treatment to survivors--Pest Control Operator (\$63/ac. X 5 ac.)		May & June \$315
Indirect Costs	\$ 88	\$54
Project Administration (10% of subtotal)		
Grand Total = \$1560	\$970	\$590

3) Project Title: Biological Control of Yellow Star Thistle (YST)

Tasks for Action	FY 02/03	FY 03/04
Personnel Services	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
Task: Survey & record GPS locations of two known YST infestation sites, once in spring of 2003 and the year after release---Agric./WM Insp. III, \$31.60/hr. X 30 hrs. incl. 30% benefits	\$474	\$ 474
Task: Attend CDFA workshop (June or July, 2003), collect & release insects Ag. /WM Insp. III, \$31.60/hr. X 24 hrs. incl. 30% benefits	\$758	
Operating Expenses		
Task: Contract with County Planning Dept. to prepare maps using GPS locations of YST.	\$424	\$424
Subtotal	\$1,656	\$898
Indirect Costs: Project Administration (10% of subtotal)	\$ 166	\$ 90
Grand Total = \$2,810	\$1,822	\$988

4) Project Title: English Ivy Removal at Henry Cowell State Park (Ox Road Site)

Tasks for Action	FY 01/02	FY 02/03
	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
<i>Personnel Services</i>		
Contract: Wildland Restoration Team Task: English ivy removal - Ox Road site, Henry Cowell State Park	Total = \$3,700 as follows: Supvsr. 100 hrs X \$25/hr (incl. benefits) = \$2500 Asst. 100 hrs X \$12/hr (incl. benefits) = \$1200	Total = \$1,300 as follows: Supvsr. 12 hrs X \$25/hr (incl. benefits) = \$300 4 Asstants. 21 hrs X \$12/hr (incl. benefits) = \$1000
<i>Operating Expenses</i>		
Task: Equipment rental	\$ 4,100	\$ 300
Project Total = \$ 9,400	\$ 7,800	\$1,600

5) Project Title: Coast Dairies Weed Inventory and Weed Abatement

Tasks for Action	FY 01/02	FY 02/03
<p>Personnel Services</p> <p>Contract: Trust for Public Land</p> <p>Task: Weed survey Coast Dairies--</p> <p>1. Develop survey protocol based on draft Existing Conditions Report (ECR). Research existing site-specific weed data. 3 hrs. X \$75/hr. (botanical consultant) = \$225 3 hrs. X \$35/hr. (property manager) = \$105</p> <p>2. Visit & document with GPS all known weed infestations on the 7,000 acre site. 60 hrs. X \$35 (property manager) = \$2,100</p> <p>3. Review survey data for consistency with protocol, add data to Coast Dairies ECR, and develop map of weed locations. 6 hrs. X \$75/hr. (botanical consultants) = \$450</p> <p>4. Develop priorities for weed abatement program based on 1st year's survey. 4 hrs. X \$35/hr. (property manager) = \$140</p> <p>Subtotal: Survey = \$3,020</p>		

Task: Mowing 100 acres thistle & hemlock 18 hrs. @ \$75/hr. (mower operator) = \$1,350		
Task: Hand weeding CYA 10 person crew; 10 days X \$150 day = \$1,500		
Subtotal: Personnel Expenses	\$5,870	
Project Administration (10% of subtotal)	\$ 587	
<i>Operating Expenses</i>		
<i>Task: Acquire GPS unit for data storage</i> <i>Purchase Garmin Vista GPS; \$395 + \$29 tax</i>	\$ 424	
Grand Total = \$6,881	\$6,881	

6) Project Title: Weed Abatement on Hwy. 1 Right-of-way North of Santa Cruz City

Tasks for Action	FY 01/02	FY 02/03	FY03/04
Personnel Services	January 1, 2002- June 30, 2002	July 1, 2002- June 30, 2003	July 1, 2003 June 30, 2004
Task: Ag. Comm. seek weed abatement permit from CalTrans (Agric. Weights & Insp. III--\$31.60/hr.* X 2 hrs.)	Jan/Feb. \$63		
Task: Ag. Comm. assess weed abundance and distribution using GPS (Biol. Aide--\$16.17/hr* X 160 hrs., and Agric. Weights & Insp. III--\$31.60/hr X 8 hrs.)	Apr./May \$2835		
Task: County Planning Dept. to create maps of infestation area using GPS data and GIS system Contract: (\$53/hr. X 20 hrs.= \$1060)	Late May \$1060		
Task: Ag. Comm. monitor treatment effectiveness (Biol Aide--\$16.17/hr. X 32 hrs.)		May, 2003 \$517	
Task: Ag. Comm. to oversee CYA work June, 2002 (Biol. Aide--\$16.17/hr. X 20 - 4 hr. days) July-Aug, 2002 (Biol. Aide \$16.17hr. X 48 - 4 hr. days)	June \$1293	July to Oct. \$3105	
Task: Ag. Comm. to oversee followup CYA work (Biol. Aide--\$16.17/hr. X 10 hrs.)		June \$162	

Task: Ag. Comm. final monitoring of treatment effectiveness (Biol. Aide--\$16.17/hr. X 8 hrs.)			Aug. \$129
Operating Expenses			
Task: Weed abatement with CYA crews--Contract Work June, 2002(\$150/day X 20 days) July-Oct, 2002(\$150/day X 48 days)	June \$3000	July to Oct. \$7200	
Task: Possible CYA crew followup to remove resprouts--Contract Work (\$150/day X 10days)		June \$1500	
Indirect Costs: Project administration (10% of column subtotals)	\$ 825	\$1248	\$ 13
Grand Total = \$22,950	\$9076	\$13732	\$ 142

* The \$31.67 hourly salary shown several places in the table refers to the position of Agricultural Wts. & Measures Inspector III. The \$16.17 hourly salary refers to the position of Biological Aid (Limited Term). Both positions include 30% benefits.

7) Project Title: Print and distribute 1000 copies of the booklet "A Plague of Plants"

Tasks for Action	FY 01/02	FY 02/03
	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
<i>Personnel Services</i>		
Task: Compile addresses of selected opinion makers (Ag /WM Insp. III, \$31.60/hr. X 3 hrs. incl. 30% benefits)	\$ 95	
Task: Distribute copies of booklet at public meetings	\$ 100	\$ 50
<i>Operating Expenses</i>		
Task: Have 1000 copies of booklet printed	\$1,950	
Task: Mail booklets to selected opinion makers	\$ 200	
Indirect Costs: Project Administration (10% of subtotal)	\$ 235	\$ 5
Grand Total = \$2,635	\$2,580	\$ 55

[Combined Project Totals	\$28,552	\$15,694	\$129
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Indirect Costs (Overhead) Combined project Total = \$44,672.88 * 10% = \$4,467.29 / 3 fiscal yrs = \$1,489.10 per fiscal year	\$2,033	\$1,410	\$13
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GRAND TOTAL per fiscal year	\$30,585	\$17,104	\$142
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FY 01/02: \$30,585
FY 02/03: \$17,104
FY 03/04: \$155
GRAND TOTAL: \$47,831

***Invoices** will be submitted: X quarterly _____ monthly
 ***Reports** will be submitted **quarterly** using a reporting template developed by CDFA

**EXHIBIT C
(Standard Agreement)**

0071

GENERAL TERMS AND CONDITIONS.GTC-201

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of state Audits, or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero content. (PCC 10233, 10308.5, 10354)

EXHIBIT C
(Standard Agreement)

0072

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contract 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 document the CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINES:** 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 any 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 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:
- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
18. **UNION ORGANIZING:** For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

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

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this Agreement will be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

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

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the agreement amount is over \$5,000.

4. **Agency Liability**

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

5. **Potential Subcontractors**

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

6. **Right To Terminate**

The State reserves the right to terminate this agreement 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.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _____

On the motion of Supervisor _____

Duly seconded by Supervisor _____

The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Calif. Dept of Food & Agriculture- PHPPS/IPC unit for Weed Management Area Program; and

WHEREAS, the County is recipient of funds in the amount of \$ 28,763 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 (c) / 29064 (b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors.

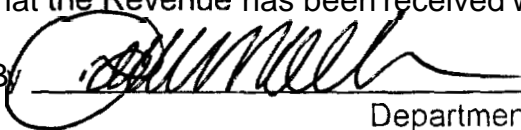
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 28,763 into Department Agricultural Commissioner.

T/C	Index Number	Revenue Subobject No.	User Code	Account Name	Amount
001	103210	2384		Other Revenue	\$28,763

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject No.	User Code	Account Name	Amount
021		3100		Regular Pay	\$5394
021		3150		OASDI	\$ 413
021		3155		PERS	\$ 378
021		3160		Employee Insurance	\$ 510
021		3484		Duplicating	\$1950
021		3491		Postage	\$ 200
021		3665		Professional & Special Services	\$19918

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue has been received withing the current fiscal year.

By  Department Head

Date 3/20/02

COUNTY ADMINISTRATIVE OFFICER / / Recommended to Board
/ / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 20____ by the following vote (requires four-fifths vote of approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chair of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

[Signature] 10.26.01

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

[Signature] 03/26/02

Auditor-Controller

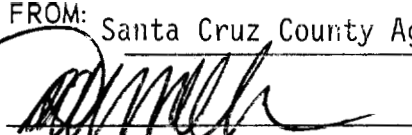
Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

RM50
0077 (State # 01-0567)

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

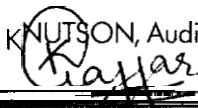
FROM: Santa Cruz County Agricultural Commissioner (Dept.)
 (Signature) 3/20/02 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

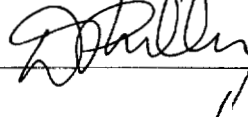
- Said agreement is between the Santa Cruz County Agricultural Commissioner (Agency) and Calif. Dept of Food & Ag, Unit PHPPS/IPC, 1220 N Street Rm A-357, Sacramento, CA, 95814 (Name & Address) attn: Steve Schoenig
- The agreement will provide a Weed Management Area program
- The agreement is needed to reimburse the County for the cost of the program.
- Period of the agreement is from January 1, 2002 to June 30, 2004
- Anticipated cost is \$ \$47831.00 FY01/02: \$28,763 FY02/03: \$17,938 FY03/04: 1,130 (Fixed amount; Monthly rate; Not to exceed) pg. 3 of 12: State contract 01-0567
- Remarks: This is on the Board of Supervisors continuing agreements list.

Revenue is Revenue is
7. Appropriations are budgeted in 103210 (Index#) 2383 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are not available and will be encumbered. Contract No. R-750 Date 03/26/02
are not n/a will be
GARY A. KNUTSON, Auditor - Controller
By  Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Santa Cruz County Agricultural Commissioner to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By  Date _____

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

'To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ BY _____ Deputy Clerk