

MEMORANDUM OF AGREEMENT
BETWEEN
THE CALIFORNIA AVOCADO COMMISSION
AND
THE VENTURA COUNTY AGRICULTURAL COMMISSIONER
FOR
DEVELOPMENT AND IMPLEMENTATION OF A
POLYPHAGOUS SHOT HOLE BORER
TRAPPING PROGRAM IN VENTURA COUNTY

This agreement (Agreement) is entered into between the County of Ventura, acting through the Ventura County Agricultural Commissioner (VCAC) and the California Avocado Commission (CAC), hereafter collectively referred to as "Parties."

TERMS AND CONDITIONS

- I. The CAC desires to have the VCAC develop, implement, and maintain a polyphagous shot hole borer (PSHB) trapping program (Program) to determine the entry or presence of PSHB in Ventura County. To accomplish the Program objectives the VCAC shall:
 - A. Research and identify optimum sites in Ventura County with a likelihood of early introduction of PSHB.
 - B. Obtain permission from property owners or operators to place traps on identified sites.
 - C. Design and construct trap anchoring and placement assemblies.
 - D. Purchase trapping materials (except traps and lure), equipment, and materials.
 - E. Provide and monitor appropriately trained staff for the Program.
 - F. Deploy and inspect traps at scheduled (currently weekly) intervals.
 - G. Identify suspect PSHB trap finds.
 - H. Prepare and ship suspect finds to the designated contact person at the University of California, Agriculture and Natural Resources, Riverside for identification.
 - I. Communicate with designated CAC contacts regarding trapping activities on an ongoing basis.
 - J. Maintain records of activities, including staff time, mileage, receipts for purchases, communications, etc.

- II. The term of this Agreement shall be for the period commencing January 15, 2015, and terminating October 31, 2015, unless terminated earlier as provided herein. Either Party may terminate the Agreement for any reason by providing 30 days written notice of termination to the other party. Amendments to this Agreement may only be made in writing upon mutual consent of the Parties.
- III. Pursuant to this Agreement, the CAC shall compensate the VCAC for a total amount not to exceed Sixty-Two Thousand Five Hundred Dollars (\$62,500) during the term of this Agreement.
- IV. The VCAC shall:
- A. Bill the CAC in monthly invoices for services provided for the period of time from January 15, 2015 until June 30, 2015 at the following rates:
 - 1. Insect Detection Specialist = \$23.76/hour.
 - 2. Senior Agricultural Inspector = \$65.93
 - 3. Deputy Agricultural Commissioner = \$89.62
 - B. For services provided for the period of time from July 1, 2015 until October 31, 2015, the VCAC will bill the CAC at the following rates:
 - 1. Insect Detection Specialist = \$31.21/hour.
 - 2. Senior Agricultural Inspector = \$72.93
 - 3. Deputy Agricultural Commissioner = \$96.21
 - C. Invoices will include:
 - 1. Mileage at 2015 IRS rate = \$0.575
 - 2. Materials, supplies, and shipping at cost.
 - D. Billing invoices shall be sent by electronic mail and USPS to:
kmelban@avocado.org
California Avocado Commission
Mr. Ken Melban
12 Mauchly, Suite L
Irvine, CA 92618

- V. The CAC shall:
- A. Pay the VCAC for the full amount of the monthly invoices within 30 days of the date of the invoice. Payments shall be payable to:
Ventura County Agricultural Commissioner
 - B. Payments and other communication shall be sent to:
Agricultural Commissioner
County of Ventura
555 Airport Way, Suite E
Camarillo, CA 93010

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

COUNTY OF VENTURA, ACTING THROUGH THE VENTURA COUNTY
AGRICULTURAL COMMISSIONER

By: _____ Date: _____
Paul Derse, Chief Financial Officer
County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009

CALIFORNIA AVOCADO COMMISSION

By: _____ Date: _____
Tom Bellamore, President
California Avocado Commission
12 Mauchly, Suite L
Irvine, CA 92618