



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-1

For the meeting of: April 26, 2016

Date: April 8, 2016
To: Board of Supervisors
From: Jeff M. Dolf, Agricultural Commissioner/Sealer of Weights & Measures
Subject: **APPROVAL OF STANDARD AGREEMENT NO. 15-0290, EXOTIC PEST DETECTION TRAPPING CONTRACT IN THE AMOUNT OF \$18,743.00**

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Standard Agreement No. 15-0290, known as the Exotic Pest Detection Trapping Program contract with the California Department of Food and Agriculture, and
2. Authorize the Chair to sign the original agreement, one copy of the cover page, and the Contractor Certification, then return all signed copies to the Agricultural Commissioner's Office for further processing, and
3. Grant a waiver from the provisions of the Nuclear Free Ordinance.

SOURCE OF FUNDING:

California Department of Food and Agriculture

Prepared by [Signature]

CAO Approval [Signature]

REVIEW:	Auditor <u>[Signature]</u>	County Counsel _____	Personnel _____	Risk Manager _____	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____
Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: April 26, 2016
By: [Signature]
Kathy Hayes, Clerk of the Board

DISCUSSION:

The waiver from the provisions of the Nuclear Free Ordinance is requested because the State of California will not modify its "Standard Agreements" to accommodate local ordinances. The Agricultural Commissioner's Office receives annual subventions from the California Department of Food and Agriculture (CDFA) to offset the local costs associated with enforcing certain State-mandated programs. One of these programs, the Exotic Pest Detection Trapping Program is conducted annually by the Agriculture Department and is intended to identify introductions of specific insect pests that are known to cause serious damage to agriculture or the environment. Humboldt County's detection program is the local component of an annual State-wide effort by Counties that target multiple species of destructive insect pests. Under the general direction of CDFA, Standard Agreement No. 15-0290 provides funding for Humboldt County's trapping survey and will focus on the "A" rated pests, Gypsy Moth and Japanese Beetle. Early detection of local introductions is essential for preventing their spread and increasing the likely success of eradication efforts. Each of these pests has the potential to cause significant damage to Humboldt County's environment and could if established cause quarantine restrictions to be placed on Humboldt County timber and agricultural products.

In 2015 the County's detection survey trapped one Gypsy Moth and one Japanese Beetle. Survey results for the remainder of the 2015 trapping season were negative for additional Gypsy Moths and Japanese Beetles. Delimitation trapping survey levels will be repeated in 2016 to ensure that no additional Gypsy Moths or Japanese Beetles remain undetected and able to pose the risk of establishing populations. Agriculture Commissioner staff will place and inspect traps located through out Humboldt County from July 1, 2015, to June 30, 2016. Approval of this agreement to fund the Exotic Pest Detection Trapping program is consistent with your Board's Strategic Priority Framework focus of providing services that promotes a safe, healthy, economically vibrant community.

FINANCIAL IMPACT:

There is no net cost to Humboldt County for the Exotic Pest Detection Trapping Program. All costs for personnel, mileage, and supplies will be reimbursed by the contract. Standard Agreement No. 15-0290 provides a total of \$18,743.00 in FY 2015-16 for Agriculture Department activities related to the Exotic Pest Detection Trapping Program. No Supplemental Budget accompanies this request as revenue and expenditure account were previously funded in anticipation of this agreement. This agreement was not received from CDFA until April 7, 2016 and will retroactively reimburse costs incurred by the County for the program beginning July 1, 2015. All costs are billed to CDFA on a monthly basis and payment is made in arrears to Humboldt County.

OTHER AGENCY INVOLVEMENT:

CDFA

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

One complete Standard Agreement No 15-0290, one copy of the cover page and the Contractor Certification (CCC-307).

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

15-0290

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF HUMBOLDT

2. The term of this

Agreement is: **July 01, 2015 through June 30, 2016**

3. The maximum amount

\$ 18,743.00

of this Agreement is: **Eighteen Thousand Seven Hundred Forty-three 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	22 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	5 page(s)
Exhibit C – General Terms and Conditions – GTC 610	3 page(s)
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)
Exhibit E – Additional Provisions	4 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

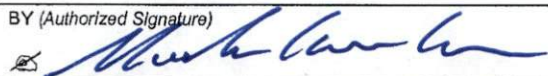
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF HUMBOLDT

BY (Authorized Signature)



DATE SIGNED(Do not type)

4-26-16

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Lovelace, Chair, Board of Supervisors

ADDRESS


5630 S BROADWAY, EUREKA, CA 95503

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)


 PRINTED NAME AND TITLE OF PERSON SIGNING
JENNIFER CROW, ACQUISITIONS MANAGER

DATE SIGNED(Do not type)

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

*California Department of General
 Services Use Only*

Exempt per: DGS Ltr 28.7

EXHIBIT A
 (County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

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

2. Services shall be performed in and throughout the COUNTY OF HUMBOLDT.
3. The contract managers for this agreement:

FOR CDFA -	FOR CONTRACTOR -
Name: Kevin Hoffman	Name: Jeff Dolf
Unit: Pest Detection/Emergency Projects	Section/Unit: County Agricultural Commissioner
Address: 1220 N Street, Room 315 Sacramento, CA 95814	Address: 5630 S. Broadway Eureka, CA 95503
Phone: (916) 654-1211	Phone: (707) 441-5260
Fax: (916) 654-0555	Fax: (707) 445-7220

4. See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.

SCOPE OF WORK (#3)

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY
INSECT PEST DETECTION TRAPPING

Fiscal Year 2015 - 2016

Effective Dates: July 1, 2015 to June 30, 2016

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture (CDFA) shall:

- A. Provide all traps, trap parts and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form (60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG).
- E. Provide annual training programs for county trapping supervisors and trappers.
- F. Provide quality control (QC) of the county trapping program via inspections and QC plants. The current county QC plant protocol is attached.
- G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

Section 2

The County Agricultural Commissioner shall:

- A. Submit a completed financial plan, trapping hours worksheet, and commitment form by fiscal year. The financial plan is attached hereto and made part of this agreement.
- B. Hire and train personnel.

- C. Provide and maintain trapping vehicles.
- D. Ensure that supervisors and trapping personnel attend training provided by CDFA District Entomologists.
- E. Ensure that all trapping activities conform to the current version of the ITG. The current version is on the CDFA website at: www.cdfa.ca.gov/go/ITG.
- Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 - Should there be a discrepancy between the Scope of Work and the ITG, the Scope of Work shall supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the FY - Commitment Form (60-221).
- G. Place gypsy moth (GM) and Japanese beetle (JB) traps beginning on or prior to the season start date (normally June 1). Remove all GM and JB traps after August 31.
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
- The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-JB1 is in grid EV241, south quint, trap type is Japanese beetle, and it is designated as number "1" JB trap within that quint.
 - Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
 - Delta trap – full trap number and servicing and rebaiting dates on outside.
 - Japanese beetle trap – full trap number and servicing and baiting dates on calendar card in cup of trap or on tape attached to fin or cup.

- I. Ensure that GM and JB traps are serviced every 14 days from July 1 through August 31, 2015, and from June 15 through June 30, 2016, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).
- J. Ensure that all sticky traps (i.e., GM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed in the same manner as state funded traps and that all data collected from these traps are also maintained in the same manner as state funded traps.
- L. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR, available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any mitigation measures as required for each specific activity. The Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Checklist templates for gypsy moth and Japanese beetle trapping are attached, and a copy of each completed checklist must be submitted along with the contract. When the contract ends, the county dates and signs a copy of the Checklist and sends that copy to CDFA to signify that the PEIR requirements were implemented.
- M. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years.
- N. Complete a monthly Pest Detection Report Number One (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.

- O. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- Q. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- R. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines, including any county commitment trap lines.
- S. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:

Joanne Shimada
CDFA- PD/EP
1220 N Street, Room 315
Sacramento, CA 95814

joanne.shimada@cdfa.ca.gov

- 1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
- 2. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
- 3. A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - o County name

- County address
 - Remit to address
 - Date of submittal
 - Agreement name
 - Agreement number
 - Billing period
 - Allowable itemized charges as listed on the Financial Plan.
 - Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
 - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
4. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #3.
 5. To insure payment of work performed, all invoices must be received no later than 30 days after the agreement expires.
 6. Please do not submit the invoice as a PDF file or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to CDFA Finance and Contracts units.
 7. Payment will be made monthly, in arrears, upon receipt and approval of invoice.
 8. Continue to send monthly invoices even if the fiscal year contract funds are depleted.
 9. All invoices, including any amendments, must be received within 45 days of the expiration date of the contract. Invoices received more than 45 days after expiration of the contract will not be paid.

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

Description
1
2
3
4

Cost
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
TOTAL SUPPLY COST:

SUBCONTRACTOR	TITLE
1	
2	
3	
4	

HOURLY RATE	HOURS	COST
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL SUBCONTRACTOR COST:		\$0.00

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)

MILEAGE PER MONTH	RATE*	COST
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
STATE/COUNTY VEHICLE SUBTOTAL:		\$0.00

* Mileage rates: County vehicle = Not to exceed \$0.575 per mile. 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. State-owned vehicle = \$0.285 per mile.

LICENSE #	LEASED

LEASE RATE	MILEAGE PER MONTH	RATE*	COST
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
LEASED VEHICLE SUBTOTAL:			\$0.00

TOTAL TRANSPORTATION COST: \$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description
1
2
3
4

COST
\$0.00
\$0.00
\$0.00
\$0.00
TOTAL SUPPLY COST:

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

[Redacted Comments Area]

PEST DETECTION/EMERGENCY PROJECTS

FY 2015 / 2016 COMMITMENT FORM

AGRICULTURAL COMMISSIONER Jeff M. Dolf	COUNTY Humboldt
DETECTION SPECIALIST Terrance Lorick	DATE 9/24/2015

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROF	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	0	/ 0	0	/ 0
McPHAIL TRAP	MP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	0	/ 0	0	/ 0
GYPSY MOTH	GM	50		140		190	
JAPANESE BEETLE	JB	3		219		222	
MISCELLANEOUS:							
	European Corn Borer	0		0		0	
	European Pine Shoot Moth	6		0		6	
	Khapra Beetle	0		0		0	
	False Codling Moth	0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:
 Includes 198 traps for Aug. 2015 JB delimitaion in Cutten

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2015
Project Leader:	Jeff Dolf
Description of Activity:	Gypsy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Gypsy moth trapping conducted within the whole of Humboldt County. Property types are various (residential, agriculture, mixed use, undeveloped) and have gypsy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect gypsy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		Yes
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		N/A
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Jeff Dolf
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2015
Project Leader:	Jeff Dolf
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Humboldt County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		Yes
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		N/A
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Jeff Dolf
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

**PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping**

July 2015

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING
OF DETECTION TRAPPING PROGRAMS

September 2015

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG) (Gilbert et al. 2013).

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two will occur per trapper for the duration of their employment. When two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers are able to identify a variety of insects planted in their traps over the course of the trapping season. Planting should occur monthly, especially for counties with five or more trappers. All trappers in a program should be planted as equally as possible over the course of the season, so as not to substantially bias planting towards one or more trappers.

Preparation

1. Six target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), gypsy moth (GM), and Japanese beetle (JB). Additional species may be used for specific projects.
2. All planting specimens are pre-marked as follows:
 - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wings clipped at the tips under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
 - b. GMs display a red abdomen as a result of a red rearing diet.
 - c. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail or Champ trap	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson trap	MF
c. Cue-lure Jackson trap	ML
d. Methyl eugenol Jackson trap	OF

- e. GM trap GM
- f. JB trap JB

4. Only one specimen per trap will be planted.
5. All planting specimens shall be in good condition, clearly showing distinguishing body parts.
6. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee. Currently, QC Plants are available from: Mohammed Al-Zubaidy, email: mohammed.alzubaidy@cdfa.ca.gov.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of GM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, shall notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during a specific timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted should be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address should be verified and all other identifying descriptions of that trap should be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed within Jackson traps shall be placed so that at least one wing adheres to the adhesive on the insert, and one or both wings should be in full view. GM shall be placed so that the tops of the wings are visible, and may be placed under the lip to ensure that the entire trap is examined. Plants should not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.
5. Immediately after placing an insect within a trap, the planter shall complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate.

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness and the focus of the second checker when double-checking those inserts. This procedure shall only be performed by the District Entomologist, in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified, per the above procedure. On these occasions, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter shall provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Sacramento, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., kh for Kevin Hoffman) - qcp (Quality Control Plant). As an example, 45150618khqcp would be the QCP report for Shasta County on June 18, 2015 as performed by Kevin Hoffman. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number should be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the District Entomologist shall receive from the trapping supervisor a copy of the QCPF with the final status for each of the planted traps indicated.

If any of the plants were missed, the Missed QC Plant Report shall be submitted as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Sacramento within two working days of receiving all of the above information.

Statewide Trapping QC Coordinator:
Art Gilbert
art.gilbert@cdfa.ca.gov Fax (559) 294-6767

QCP contact at PD/EP Sacramento:
Kevin Hoffman
kevin.hoffman@cdfa.ca.gov Fax (916) 654-0555

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned to the District Entomologist for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below and create an

electronic Pest and Damage Report (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect (ITG pages xiv to xx). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Branch
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant Follow-up

Any missed plants shall require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and shall be re-planted as soon as possible after the retraining session.

In the case that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers shall be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during any calendar year.

- 1. Fruit flies: Three (in any combination)
- 2. GM or JB: One

Consequences of missing plants from a sticky trap that was double-checked shall be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

Literature Cited

Gilbert, A. J., R. R. Bingham, M. A. Nicolas, and R. A. Clark. 2013. Insect Trapping Guide. 13th edition. (A. J. Gilbert, K. M. Hoffman, C. J. Cannon, C. H. Cook, and J. K. Chan, eds.). State of California, Department of Food and Agriculture, Pest Detection/Emergency Projects, Sacramento, CA. 181 pp.
http://www.cdfa.ca.gov/phpps/PDEP/Insect_Trapping_Guide/index.html

**EXHIBIT B
(County Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within 30 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 by the California Department of Human Resources. <http://www.calhr.ca.gov/employees/pages/travel-meals.aspx>.

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>

Humboldt COUNTY DEPARTMENT OF AGRICULTURE
 FY 2015-16 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

Sep-15

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	TBA	Ag. Biologist 1	8.00	52.00	416.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
Subtotal:					416.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	TBA	\$16.95	416.00	\$7,051.00
2	Ag. Biologist 1	\$0.00	0.00	\$0.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
7		\$0.00	0.00	\$0.00
8		\$0.00	0.00	\$0.00
Subtotal:				\$7,051.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	TBA	8.0000%	\$7,051.00	\$564.00
2	Ag. Biologist 1	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
8		0.0000%	\$0.00	\$0.00
Subtotal:				\$564.00

DETECTION STAFF SUBTOTAL: \$7,615.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Nanci Bryant	Executive Secretary	0.50	13.00	7.00
2	David Jullano	Senior Ag. Biologist	0.50	13.00	7.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
Subtotal:					14.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Nanci Bryant	\$29.98	7.00	\$210.00
2	David Jullano	\$37.01	7.00	\$259.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
Subtotal:				\$469.00

if

6. BENEFITS - Non-Detection Staff

1	Nanci Bryant	Executive Secretary
2	David Juliano	Senior Ag. Biologist
3		
4		
5		
6		

BENEFIT RATE (%)	SALARY	BENEFIT COST
33.0000%	\$210.00	\$69.00
33.0000%	\$259.00	\$85.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
Subtotal:		\$154.00

NON-DETECTION STAFF SUBTOTAL: \$623.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$7,520.00	\$718.00	\$2,080.00
TOTAL PERSONNEL COST:		\$10,298.00

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

Description	COST
1 office supplies	\$25.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST: \$25.00	

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	3.00	450.00	\$0.575	\$776.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$776.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST: \$0.00	

* 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.
 * Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, et

COMMENTS:

FY 2015-16 Pest Detection GM Trapping Total Cost: \$11,099.00

[Redacted Comments Section]

Humboldt COUNTY DEPARTMENT OF AGRICULTURE
 FY 2015-16 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

Sep-15

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A. PERSONNEL

1. STAFF - Detection Trappers

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Bret Stewart	Ag. Biologist 1	8.00	27.00	216.00
2		0.00	0.00	0.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
7		0.00	0.00	0.00
8		0.00	0.00	0.00
Subtotal:				216.00

2. SALARIES - Detection Trappers

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Bret Stewart	Ag. Biologist 1	\$16.95	216.00	\$3,661.00
2		\$0.00	0.00	\$0.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
7		\$0.00	0.00	\$0.00
8		\$0.00	0.00	\$0.00
Subtotal:				\$3,661.00

3. BENEFITS - Detection Trappers

Employee Name	Title	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Bret Stewart	Ag. Biologist 1	8.0000%	\$3,661.00	\$293.00
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
8		0.0000%	\$0.00	\$0.00
Subtotal:				\$293.00

DETECTION STAFF SUBTOTAL: \$3,954.00

4. STAFF - Non-Detection

Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Nanci Bryant	Executive Secretary	0.50	19.00	10.00
2 David Juliano	Senior Ag. Biologist	0.50	19.00	10.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
Subtotal:				20.00

5. SALARIES - Non-Detection Staff

Employee Name	Title	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Nanci Bryant	Executive Secretary	\$29.98	10.00	\$300.00
2 David Juliano	Senior Ag. Biologist	\$37.01	10.00	\$370.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
Subtotal:				\$670.00

6. BENEFITS - Non-Detection Staff

1	Nanci Bryant	Executive Secretary
2	David Juliano	Senior Ag. Biologist
3		
4		
5		
6		

BENEFIT RATE (%)	SALARY	BENEFIT COST
33.0000%	\$300.00	\$99.00
33.0000%	\$370.00	\$122.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
Subtotal:		\$221.00

NON-DETECTION STAFF SUBTOTAL: \$891.00

25.00% Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$4,331.00	\$514.00	\$1,211.00
TOTAL PERSONNEL COST:		\$6,056.00

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

Description	COST
1 Office supplies	\$50.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST: \$50.00	

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	5.00	535.00	\$0.575	\$1,538.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$1,538.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST: \$0.00	

* 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.
 * Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, et

COMMENTS:

FY 2015-16 Pest Detection JB Trapping Total Cost: \$7,644.00

[Redacted Comments Section]

State of California
 Department of Food and Agriculture
 Plant Health and Pest Prevention Services
 Pest Detection/Emergency Projects

County: Humboldt
 Fiscal Year: 2015-16

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GM												
JB												
JB Delim core												
JB Delim buffer												
GM Delim												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
GM	140	x	6.50	=	910
JB	9	x	6.50	=	59
JB Delim core	46	x	10.83	=	498
JB Delim buffer	164	x	10.83	=	1,776
GM Delim	50	x	21.67	=	1,084
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
Total:					4,327

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

TOTAL: 4,327 (A) ÷ 7.50 (B) = 576.93 (C) x 1.1 (10%) = 634.623 (D)

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

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

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

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

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured

thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

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

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

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.

**EXHIBIT E
(County Agreement)**

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 available to the State by the United State Government for the Fiscal Year(s) 2015/2016 covered by this Agreement for the purposes of the 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 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 reductions 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.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

INSURANCE REQUIREMENTS

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

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

**EXHIBIT E
(County Agreement)**

- d. Primary clause – Any required insurance contained in this contract shall be primary and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an "A-" with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- h. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

2. Contract Insurance Requirements

Prime Contractor Insurance Requirements

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

Commercial General Liability Insurance

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

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

Automobile Liability Insurance

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

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all

**EXHIBIT E
(County Agreement)**

of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Sub-Contractor Insurance Requirements

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

Commercial General Liability Insurance

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

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

Automobile Liability Insurance

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

Workers Compensation Insurance

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

EQUIPMENT (VEHICLES)

The Contractor shall assume ownership and all liability of vehicle(s) purchased from these funds and will be responsible for the licensing of said vehicle(s). The CDFA will remain as lien holder on the title of said vehicle(s). The Contractor will retain possession of said vehicle(s) during the term of this Agreement. Upon completion of this project, CDFA will make a determination as to the disposition of the vehicle(s).

The Contractor shall assume all responsibility for the maintenance of said vehicles and assure that the vehicle(s) remain in good working condition at all times. The Contractor shall repair or replace any damaged, lost or stolen equipment to the satisfaction of the CDFA with no expense to the CDFA.

In the event of theft, a police report must be filed immediately in accordance with the State Administrative Manual, Section 2625. The CDFA project manager must also be notified immediately of any theft.

The CDFA will reimburse the Contractor for mileage accrued in the performance of this Agreement at the authorized State rate.

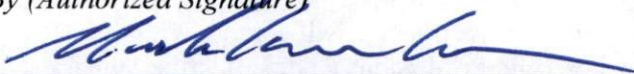
EXHIBIT E
(County Agreement)

The Contractor shall maintain an inventory record for each vehicle purchased from these funds. The inventory record shall include the date acquired, total cost, serial number and model identification, and any other information or description necessary to identify said vehicle(s). The inventory records shall also include the location or section to which each said vehicle is assigned. A copy of the inventory record shall be made available to the CDFA upon request by the CDFA.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Humboldt		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mark Lovelace, Chair, Board of Supervisors		
<i>Date Executed</i> 4-26-16	<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.