

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-0235

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME

COUNTY OF HUMBOLDT

2. The term of this Agreement is:

START DATE

July 01, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$19,185.00 - Nineteen Thousand One Hundred Eighty-five 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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit A	Attachment 1	26
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B	Attachment 1	7
Exhibit C *	General Terms and Conditions, GTC 4/2017	0
Exhibit D	Special Terms and Conditions	2
Exhibit E	Additional Provisions	4
Exhibit F	Federal Terms and Conditions	5

*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 <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

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

COUNTY OF HUMBOLDT

CONTRACTOR BUSINESS ADDRESS

5630 S BROADWAY STREET

CITY

EUREKA

STATE

CA

ZIP

95503

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS

1220 N STREET, ROOM 120

CITY

SACRAMENTO

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

MONICA AGUIRRE

TITLE

STAFF SERVICE MANAGER I

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Ltr 28.8

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CONTRACTING AGENCY ADDRESS

1220 N STREET, ROOM 120

CITY

SACRAMENTO

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

MONICA AGUIRRE

TITLE

STAFF SERVICE MANAGER I

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Ltr 28.8

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide California Department of Food and Agriculture (CDFA) services as described herein:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered detrimental 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 project representatives during the term of this agreement will be:

<b>State Agency:</b>	<b>Contractor:</b>
Name: Matthew Kaiser	Name: Jeff Dolf
Section/Unit: Pest Detection Emergency Projects	Section/Unit:
Address: 2800 Gateway Oaks Drive Sacramento, CA 95833	Address: 5630 S Broadway St Eureka, CA 95503-6905
Phone: (916) 654-1211	Phone: 707 441-5260
Email: matthew.kaiser@cdfa.ca.gov	Email: jdolf@co.humboldt.ca.us

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

Federal Agency	USDA, APHIS, PPQ
Federal Award Identification Number	AP19PPQFO000C392
Federal Award Date	7/01/2019
Catalog of Federal Domestic Assistance (CFDA) Number and Name	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to State Agency	\$450,000
Effective Dates for State Agency	7/01/2019 through 6/30/2020
Federal Award to State Agency is Research & Development (Yes/No)	No

**SCOPE OF WORK**

**AGREEMENT SPECIFICATIONS FOR STATE-COUNTY  
INSECT PEST DETECTION TRAPPING**

**Fiscal Year 2019 - 2020**

**Effective Dates: July 1, 2019 to June 30, 2020**

**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). The current version is on the CDFA website at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/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 and is available from the CDFA District Entomologist.
- G. Provide for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- H. 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.
- I. Assist in data conversion into CalTrap.
- J. Provide reimbursement for data conversion, iPads and accessories.

K. Provide training in the use of CalTrap.

## Section 2

### The County Agricultural Commissioner shall:

- A. Submit a completed financial plan, trapping hours worksheet, PEIR checklists, and commitment form, which are attached hereto and made part of this agreement.
- B. Hire and train personnel as needed.
- C. Provide and maintain trapping vehicles.
- D. Ensure that supervisors and trapping personnel attend training provided by District Entomologists.
- E. Ensure that all trapping activities conform to the current version of the ITG.
1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  2. Should there be a discrepancy between the Scope of Work or the enclosed Trapping Guidelines and the ITG, the Scope of Work and Trapping Guidelines 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. 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.
1. 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-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.

2. 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.
  - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
  - b. Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
  - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
  - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
  - e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
  - f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
  - g. McPhail trap – full trap number and servicing dates on calendar card.
- H. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and 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.
- I. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the District Entomologist, and sent to the Plant Pest Diagnostic Center in Sacramento with an accompanying Pest and Damage Record (PDR).
- J. 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.
- K. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and 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](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](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>. Complete the enclosed checklist templates



for trapping by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the county dates and signs a copy of each Checklist and sends that copy to Rudy Martinez ([rudy.martinez@cdfa.ca.gov](mailto:rudy.martinez@cdfa.ca.gov)) at PD/EP headquarters at the address listed under item U to signify that the PEIR requirements were implemented.

- L. 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. This form is available from the District Entomologist.
- M. 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. This form is available from the District Entomologist.
- N. 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.
- O. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap website (login information will be provided upon confirmation that the county will be performing the data conversion); 2) Bulk upload – enter data into an Excel spreadsheet; 3) CDFA will enter the data. Reference the CalTrap website at [www.caltrap-info.com](http://www.caltrap-info.com) for additional information about the project.

Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2019-2020.

- 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. Also, follow any recommendations to address problems revealed through quality control inspections.
- 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:

Rudy Martinez  
CDFA - PD/EP  
2800 Gateway Oaks Drive  
Sacramento, CA 95833  
[rudy.martinez@cdfa.ca.gov](mailto:rudy.martinez@cdfa.ca.gov)

1. Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. 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.
4. 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:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number
  - g. Billing period

- h. Percentages of trapping activity credited to fruit flies vs. GM vs. JB
- i. Allowable itemized charges as listed on the Financial Plan:
  - i. 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.
  - ii. 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.
5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #4.
6. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.
7. 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 the CDFA Financial Services Branch.
8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of the invoice.
9. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if the fiscal year agreement funds are depleted, as this can be useful information for future budget allocations.







**"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE  
 FY 2019-20 Pest Detection CalTrap**

**INVOICE**

4/26/19

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

**Invoice Number:** [Redacted]  
**Date:** [Redacted]  
**Agreement Number:** [Redacted]  
**Billing Period:** [Redacted]

**A. CALTRAP**

<u>Item</u>	<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00

	<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00

**TOTAL CALTRAP COST: \$0.00**

**\*This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.**

**TOTAL MONTHLY INVOICE: \$0.00**

**COMMENTS:**

Remit payment to:

[Redacted Comment Area]

**PEST DETECTION TRAPPING GUIDELINES (#3)**

**Gypsy Moth and Japanese Beetle only, North and Fresno District, 3 months**

**Fiscal Year 2019 - 2020**

1. Place all traps, except gypsy moth (GM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
2. Place GM and JB traps beginning on or prior to the season start date (normally June 1). Remove all GM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
3. Ensure that GM and JB traps are serviced every 14 days from July 1 through August 31, 2019, and from June 15 through June 30, 2020, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).

**PEST DETECTION/EMERGENCY PROJECTS**

**FY 2019 / 2020 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Jeff Dolf	COUNTY Humboldt
DETECTION SPECIALIST David Juliano	DATE 6/7/2019

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(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
		0	0	0	0	0	0
		0	0	0	0	0	0
<b>TRAPPING</b>		<b>SUMMER/WINTER</b>		<b>SUMMER/WINTER</b>		<b>SUMMER/WINTER</b>	
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		21		24	
MISCELLANEOUS:		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	

**SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:**



# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2019
Project Leader:	David Juliano
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
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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

**Part C**

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?	N	(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?	N	(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?	N	(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?	N	(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable.
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	David Juliano
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, 2019
Project Leader:	David Juliano
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
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	



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

Part C

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?	N	(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?	N	(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?	N	(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?	N	(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	

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	David Juliano
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**

**June 2019**

**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](mailto: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**

**April 2019**

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, [https://www.cdfa.ca.gov/plant/PDEP/Insect Trapping Guide/index.html](https://www.cdfa.ca.gov/plant/PDEP/Insect%20Trapping%20Guide/index.html)).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

**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 should occur per trapper for the duration of their employment. If 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 have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

**Preparation**

1. Seven 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), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
  - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
  - b. GMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
  - c. JBs have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multilure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson	MF
c. Cue-lure Jackson	ML
d. Methyl eugenol Jackson	OF
e. GM	GM
f. JB	JB
g. EGVM	EGVM

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
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 EGVM and 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, will 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 that 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 will 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 will be verified and all other identifying descriptions of that trap will 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 on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. GM and EGVM will be placed so that the tops of the wings are visible, and GM may be placed under the trap lip to ensure that



the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will 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 will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
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 of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, 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 will 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 Headquarters, 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., rl for Ray Leclerc) - qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. 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 will 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 trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

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

Statewide Trapping QC Coordinator:  
TBD

QCP contact at PD/EP Headquarters:  
Jason Leathers  
[Jason.leathers@cdfa.ca.gov](mailto:Jason.leathers@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 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, accompanied by an electronic Pest and Damage Record (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 would be submitted (see ITG). 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 Center  
3294 Meadowview Road  
Sacramento, CA 95832-1448  
Phone: 916-262-1100

### **Missed Plant**

Any missed plants will 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 will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event 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 will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.**

- 1. Fruit Flies or EGVM: Three (in any combination)**
- 2. GM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will 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.

**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. <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.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.



**EXHIBIT B  
(County Agreement)**

**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 30<sup>th</sup> 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:  
[https://obamawhitehouse.archives.gov/omb/circulars\\_a087\\_2004/](https://obamawhitehouse.archives.gov/omb/circulars_a087_2004/)

Federal 7 CFR 3016 can be found at the following website:  
<https://childnutrition.ncpublicschools.gov/regulations-policies/federal-regulations/federal-regulations/7cfr3016.pdf>

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: [https://www.sco.ca.gov/Files-ARD-Local/ASP\\_Manual.pdf](https://www.sco.ca.gov/Files-ARD-Local/ASP_Manual.pdf)

**HUMBOLDT**

**COUNTY DEPARTMENT OF AGRICULTURE**

**FY 2019-20 Pest Detection Trapping Gypsy Moth (GM) Financial Plan**

4/26/19

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

**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

	<u>Employee Name</u>	<u>Title</u>
1	Lauren Hatfield	Agricultural Inspector I
2	Bruce Bryan	Agricultural Inspector I
3		
4		

<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
8.00	17.00	136.00
8.00	8.00	64.00
0.00	0.00	0.00
0.00	0.00	0.00
<b>Subtotal:</b>		<b>200.00</b>

**2. SALARIES - Detection Trappers**

1	Lauren Hatfield	Agricultural Inspector I
2	Bruce Bryan	Agricultural Inspector I
3		
4		

<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
\$18.45	136.00	\$2,509.00
\$18.45	64.00	\$1,181.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
<b>Subtotal:</b>		<b>\$3,690.00</b>

**3. BENEFITS - Detection Trappers**

1	Lauren Hatfield	Agricultural Inspector I
2	Bruce Bryan	Agricultural Inspector I
3		
4		

<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
8.0000%	\$2,509.00	\$201.00
8.0000%	\$1,181.00	\$94.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>		<b>\$295.00</b>

**DETECTION STAFF SUBTOTAL: \$3,985.00**

**4. STAFF - Non-Detection**

	<u>Employee Name</u>	<u>Title</u>
1	David Juliano	Senior Agricultural Inspector
2	Nanci Bryant	Executive Secretary
3		
4		

<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1.00	7.00	7.00
2.00	4.00	8.00
0.00	0.00	0.00
0.00	0.00	0.00
<b>Subtotal:</b>		<b>15.00</b>

**5. SALARIES - Non-Detection Staff**

1	David Juliano	Senior Agricultural Inspector
2	Nanci Bryant	Executive Secretary
3		
4		

<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
\$45.33	7.00	\$317.00
\$34.45	8.00	\$276.00
\$0.00	0.00	\$0.00
\$0.00	0.00	\$0.00
<b>Subtotal:</b>		<b>\$593.00</b>

**6. BENEFITS - Non-Detection Staff**

1	David Juliano	Senior Agricultural Inspector
2	Nanci Bryant	Executive Secretary
3		
4		

<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
33.0000%	\$317.00	\$105.00
33.0000%	\$276.00	\$91.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>		<b>\$196.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$789.00**

25.00 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST</u>
\$4,283.00	\$491.00	\$1,194.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$5,968.00</b>

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

Description	COST
1 Office Supplies	\$4.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$4.00</b>

**C. SUBCONTRACTOR TITLE**

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>			<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	COST	
2.00	3.50	600.00	\$0.580	\$2,436.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$2,436.00</b>	

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.  
<sup>2</sup>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.

Pest Detection GM Trapping Cost:	\$8,408.00
<b>Pest Detection Trapping Total Cost:</b>	<b>\$19,185.00</b>

GM, JB Cost:	\$9,981.00
CalTrap Cost:	\$0.00
ADM Survey Cost:	\$9,204.00

**COMMENTS:**

**HUMBOLDT**

**COUNTY DEPARTMENT OF AGRICULTURE**

**FY 2019-20 Pest Detection Trapping Japanese Beetle (JB) Financial Plan**

4/26/19

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

**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

<u>Employee Name</u>	<u>Title</u>	<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1 Lauren Hatfield	Agricultural Inspector I	3.00	10.00	30.00
2 Bruce Bryan	Agricultural Inspector I	2.00	4.00	8.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
<b>Subtotal:</b>				<b>38.00</b>

**2. SALARIES - Detection Trappers**

	<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 Lauren Hatfield	\$18.45	30.00	\$554.00
2 Bruce Bryan	\$18.45	8.00	\$148.00
3	\$0.00	0.00	\$0.00
4	\$0.00	0.00	\$0.00
<b>Subtotal:</b>			<b>\$702.00</b>

**3. BENEFITS - Detection Trappers**

	<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1 Lauren Hatfield	8.0000%	\$554.00	\$44.00
2 Bruce Bryan	8.0000%	\$148.00	\$12.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>			<b>\$56.00</b>

**DETECTION STAFF SUBTOTAL: \$758.00**

**4. STAFF - Non-Detection**

<u>Employee Name</u>	<u>Title</u>	<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1 David Juliano	Senior Agricultural Inspector	0.50	2.00	1.00
2 Nanci Bryant	Executive Secretary	0.50	4.00	2.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
<b>Subtotal:</b>				<b>3.00</b>

**5. SALARIES - Non-Detection Staff**

	<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 David Juliano	\$45.33	1.00	\$45.00
2 Nanci Bryant	\$34.45	2.00	\$69.00
3	\$0.00	0.00	\$0.00
4	\$0.00	0.00	\$0.00
<b>Subtotal:</b>			<b>\$114.00</b>

**6. BENEFITS - Non-Detection Staff**

	<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1 David Juliano	33.0000%	\$45.00	\$15.00
2 Nanci Bryant	33.0000%	\$69.00	\$23.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
<b>Subtotal:</b>			<b>\$38.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$152.00**

25.00 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST</u>
\$816.00	\$94.00	\$228.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$1,138.00</b>

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

Description	COST
1 Office supplies	\$9.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$9.00</b>

**C. SUBCONTRACTOR**

TITLE

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>			<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	COST	
2.00	3.50	105.00	\$0.580	\$426.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$426.00</b>	

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection JB Trapping Cost:</b>	<b>\$1,573.00</b>
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**COMMENTS:**

**HUMBOLDT COUNTY DEPARTMENT OF AGRICULTURE**  
 FY 2019-20 Pest Detection Trapping Asian Defoliating Moth

9/23/19

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

**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Lauren Hatfield	Agricultural Inspector I	8.00	32.00	256.00
2 Bruce Bryan	Agricultural Inspector I	4.00	6.00	24.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
			<b>Subtotal:</b>	<b>280.00</b>

**2. SALARIES - Detection Trappers**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Lauren Hatfield	Agricultural Inspector I	\$18.45	256.00	\$4,723.00
2 Bruce Bryan	Agricultural Inspector I	\$18.45	24.00	\$443.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
			<b>Subtotal:</b>	<b>\$5,166.00</b>

**3. BENEFITS - Detection Trappers**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Lauren Hatfield	Agricultural Inspector I	8.0000%	\$4,723.00	\$378.00
2 Bruce Bryan	Agricultural Inspector I	8.0000%	\$443.00	\$35.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$413.00</b>

**DETECTION STAFF SUBTOTAL: \$5,579.00**

**4. STAFF - Non-Detection**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 David Juliano	Senior Agricultural Inspector	1.00	10.00	10.00
2 Nanci Bryant	Executive Secretary	2.00	8.00	16.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
			<b>Subtotal:</b>	<b>26.00</b>

**5. SALARIES - Non-Detection Staff**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 David Juliano	Senior Agricultural Inspector	\$45.33	10.00	\$453.00
2 Nanci Bryant	Executive Secretary	\$34.45	16.00	\$551.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
			<b>Subtotal:</b>	<b>\$1,004.00</b>

**6. BENEFITS - Non-Detection Staff**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 David Juliano	Senior Agricultural Inspector	33.0000%	\$453.00	\$149.00
2 Nanci Bryant	Executive Secretary	33.0000%	\$551.00	\$182.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$331.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$1,335.00**

25.00 % Overhead (Not to exceed 25%)

	SALARIES	BENEFITS	OVERHEAD COST
	\$6,170.00	\$744.00	\$1,729.00
<b>TOTAL PERSONNEL COST :</b>			<b>\$8,643.00</b>

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

**C. SUBCONTRACTOR**

TITLE

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>			<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	COST	
1.00	4.50	215.00	\$0.580	\$561.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$561.00</b>	

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.  
<sup>2</sup>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.

<b>Pest Detection Other Trapping Cost:</b>	<b>\$9,204.00</b>
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**COMMENTS:**



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

County: HUMBOLDT  
 Fiscal Year: 2019-20

**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
MP												
CP garden												
CP rural												
CP rural res.												
OF												
ML												
GM												
JB												
ADM												

weekly servicings       biweekly servicings       monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF		x		=	0
MP		x		=	0
CP garden		x		=	0
CP rural		x		=	0
CP rural res.		x		=	0
OF		x		=	0
ML		x		=	0
GM	140	x	6.50	=	910
JB	21	x	6.50	=	137
AGM	129	x	10.83	=	1,397
NM	20	x	10.83	=	217
RGM	20	x	10.83	=	217
SSM	20	x	10.83	=	217
				Total:	3,095

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

FF TOTAL:	0	÷	<input type="text"/>	=	0	x 1.1 (10 <sup>c</sup> )	0.00
	(A)		(B)		(C)		(D)
GM TOTAL:	910	÷	<input type="text" value="5.00"/>	=	182.00	x 1.1 (10 <sup>c</sup> )	200.20
	(A)		(B)		(C)		(D)
JB TOTAL:	137	÷	<input type="text" value="4.00"/>	=	34.25	x 1.1 (10 <sup>c</sup> )	37.67
	(A)		(B)		(C)		(D)
ADM TOTAL:	2,048	÷	<input type="text" value="8.00"/>	=	256.00	x 1.1 (10 <sup>c</sup> )	281.60
	(A)		(B)		(C)		(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.



**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.

**EXHIBIT D  
(County Agreement)**

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) 2019-2020 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.

**SUBCONTRACTORS**

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

**EXHIBIT E**  
**(County Agreement)**

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

**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.
- 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.

**EXHIBIT E  
(County Agreement)**

- 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. 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.

**EXHIBIT E  
(County Agreement)**

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.

**The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract with the State. The waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**



EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

**1. Civil Rights**

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

**2. Labor Standards**

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

**3. Environmental Standards**

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b.
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;

EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

**4. Drug-Free Environment**

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

**5. Restrictions on Lobbying and Political Activities**

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

**6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

**7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

**8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

10. **Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See <https://www.sam.gov/SAM/> to determine debarment and suspension status.

12. **Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. **Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. **Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

15. **Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
  2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*
- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
  2. Makes efforts to commercialize the subject invention through patent or licensing;
  3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
  4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. **Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. **Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

EXHIBIT F  
FEDERAL TERMS AND CONDITIONS

18. **Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. **All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.