



Kurt E. Floren

Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 December 4, 2018

December 04, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF COOPERATIVE AGREEMENT #18-0230 WITH
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE
FOR DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY AND
GLASSY-WINGED SHARPSHOOTER/PIERCE'S DISEASE CONTROL PROGRAM
(ALL DISTRICT) (3-VOTES)**

SUBJECT

Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department for the Glassy-Winged Sharpshooter/Pierce's Disease Control Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Designate the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM) as the local public entity to conduct the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program within the County.
2. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$5,455,498.42 for the term beginning July 1, 2018, through June 30, 2019, with the CDFA for continued detection trapping of fruit flies and other exotic pests and the GWSS/PD Control Program.
3. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above actions is to enable the ACWM to (a) maintain a critical insect trapping program to place, service, and relocate 26,000 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County, and (b) to survey, inspect, and/or treat nursery stock to prevent the artificial spread of Pierce's Disease through the movement of GWSS, the vector of the disease.

Approval of the first recommendation designates the ACWM as the local public entity to conduct the GWSS/PD Control Program within the County, as required by the Agreement.

Approval of the second recommendation will allow the Director to execute an Agreement with CDFA to continue the GWSS/PD Control Program, including detecting and trapping fruit flies and other exotic pests in Los Angeles County. ACWM has entered into similar agreements with CDFA for this Program for over 60 years. Los Angeles County is unique due to its large size and vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increases the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

The GWSS/PD Control Program provides inspection and certification services to plant growing nurseries, the County's number one agricultural industry. The program provides for inspection of all nursery stock destined for regulating counties. Wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this Agreement. Therefore, ACWM requests that the Board delegate authority to the Commissioner/Director to sign amendments to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Approval of the third recommendation will allow the Director to execute amendments to the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

Implementation of Strategic Plan Goals

This Agreement supports the following Countywide Strategic Plan Goals:

- Goal II: Foster Vibrant and Resilient Communities

Strategy II.2, Support the Wellness of Our Communities - Objective II.2.4, Promote Active and Healthy Lifestyles: This cooperative Agreement is designed to maintain a strong exotic pest detection program, which ultimately will lead to a pest-free environment and reduced pesticide use needs.

This will promote the establishment and success of local community gardens and home-grown production of fruits and vegetables.

- Goal III: Realizing Tomorrow's Government Today

Strategy III.2 Embracing Digital Government for the Benefit of Customers and Communities - Objective III.2.3 Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency: The Exotic Pest Detection Program employs Cal Trap technology developed and implemented by ACWM, and supported by CDFA via agreement funding through which we are better able to perform the requirements of this cooperative agreement in preventing the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the citizens of Los Angeles County.

FISCAL IMPACT/FINANCING

Under this Agreement, CDFA will provide reimbursement funding in the amount of \$5,455,498.42 for direct and indirect expenses to the County for one year of operations. The total contractual amount is distributed between the two programs as follows:

- Pest Detection/Emergency Projects - \$4,398,788.00

The total estimated Fiscal Year 2018-19 cost for the Pesticide Detection/ Emergency Projects is \$9,391,000. The project is funded with \$4,398,788 of CDFA funding, \$790,212 of Unclaimed Gas Tax revenue and \$4,202,000 of net County cost.

- Pierce's Disease Control Program/Glassy-winged Sharpshooter - \$1,056,710.42

The total estimated Fiscal Year 2018-19 cost for the GWSS/PD Program is \$1,891,000. The program is funded with \$1,056,710 of CDFA funding, \$306,290 of Unclaimed Gas Tax revenue and \$528,000 of net County cost.

The State's Limitations on cost recovery for overhead expenses are covered using NCC and Unclaimed Gas Tax. Sufficient funding is included in the Department's 2018-19 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is for the period July 1, 2018, through June 30, 2019. The Agreement has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the program's services for the entirety of Fiscal Year 2018/2019.

The Honorable Board of Supervisors

12/4/2018

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal line extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights
and Measures

KEF:GDC:MR

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

AGREEMENT NUMBER 18-0230
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 LOS ANGELES
2. The term of this Agreement is: **July 01, 2018 through June 30, 2019**
3. The maximum amount of this Agreement is: **\$ 5,455,498.42**
 Five Million Four Hundred Fifty-five Thousand Four Hundred Ninety-eight Dollars and Forty-two 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	2 page(s)
Attachment 1	32 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	12 page(s)
Exhibit C* – General Terms and Conditions – GTC 4/2017	On-Line
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)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	4 page(s)
Exhibit F – Federal Terms and Conditions	3 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		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF LOS ANGELES		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 12300 LOWER AZUSA ROAD, ARCADIA, CA 91006-5872		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER CROW, ACQUISITIONS MANAGER		
ADDRESS 1220 N. STREET, ROOM 115, SACRAMENTO, CA 95814		
		<input type="checkbox"/> Exempt per: 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 the Pierce's Disease Control Program (PDCP), services for the survey, inspection, and/or treatment of the glassy-winged sharpshooter and for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and the economy of California in accordance with the Scope of Work and the County Workplans.

County shall provide the Pest Detection Emergency Projects (PDEP), 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 Los Angeles.
3. AB 1896 is hereby incorporated by reference, and a Contractor's failure to comply shall be deemed a failure of consideration.
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name: Stacie Oswald/Myrna Villegas	Name: Kurt Floren
Section/Unit: Pierce's Disease Control Program	Section/Unit: Agricultural Commissioner
Address: 2800 Gateway Oaks Drive, Room 200 Sacramento, CA 95833	Address: 12300 Lower Azusa Road Arcadia, CA 91006-5872
Phone: (916) 900-5246/5254	Phone: 626 575-5471
Email: Stacie.oswald@cdfa.ca.gov myrna.villegas@cdfa.ca.gov	Email: losangag@acwm.lacounty.gov

State Agency:
Name: Kevin Hoffman
Section/Unit: Pest Detection Emergency Projects
Address: 2800 Gateway Oaks Drive, 2 nd Floor Sacramento, CA 95833
Phone: (916) 654-1211
Email: kevin.hoffman@cdfa.ca.gov

The County will be reimbursed for the following programs:

PIERCE'S DISEASE CONTROL PROGRAM - \$1,056,710.42

PEST DETECTION/EMERGENCY PROJECTS - \$4,398,788.00

TOTAL FOR BOTH PROGRAMS - \$5,455,498.42

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

**EXHIBIT A
(Standard Agreement)**

6. Prime Award Information:

Federal Agency:	USDA
Federal Agreement Number:	AP18PPQFO000C047
Catalog of Federal Domestic Assistance Number(s):	10-025
Total Amount Awarded to CDFA:	\$2,000,000
Effective Dates:	1/1/18 through 12/31/18

Federal Agency:	USDA
Federal Agreement Number:	AP18PPQFO000C405
Catalog of Federal Domestic Assistance Number(s):	10-025
Total Amount Awarded to CDFA:	\$4,250,000
Effective Dates:	7/1/18 through 6/30/19

Federal Agency:	17-0453-0001-FR
Federal Agreement Number:	18-8506-0484-CA
Catalog of Federal Domestic Assistance Number(s):	10-025
Total Amount Awarded to CDFA:	\$15,574,754.00
Effective Dates:	10/01/17 through 9/30/18



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Richard K. Iizuka
Chief Deputy

**PIERCE'S DISEASE CONTROL PROGRAM
WORKPLAN FOR FISCAL YEARS
2018-2019**

Agreement No. 18-0230
Exhibit A
Attachment 1
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LOS ANGELES COUNTY

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC
ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)**

[Place copy of Minute Order or Board Resolution here]

RECOMMENDED LANGUAGE: The Board of Supervisors of the County of Los Angeles, State of California, does hereby designate the Los Angeles County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's disease and its vectors, and designated pests and diseases.

NOTE #1: A new Minute Order or Board Resolution is required as AB 1642 signed by the Governor on August 21, 2014 authorizes expenditures for purposes related to other pests and diseases as designated by the Secretary. In the event other pests are designated, the Minute Order or Board Resolution must authorize the County to receive funds allocated by CDFA for purposes related to other pests and diseases as designated by the Secretary, in addition to Pierce's Disease and its vectors.

NOTE #2: If the Minute Order or Board Resolution cannot be provided with the proposed workplan, include the following statement under Item A:

The Minute Order or Board Resolution will be returned to CDFA with the signed contract.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL
PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Maximiliano Regis
Address: 11012 Garfield Ave., South Gate, CA 90280
Phone Number: (562) 622-0421
Fax Number: (562) 961-2828
E-Mail Address: mregis@acwm.lacounty.gov

ALTERNATE CONTACT (IF APPLICABLE)

Name: Juan Limon
Address: 1703 Mountain Ave., Monrovia, CA 91016
Phone Number: (626) 471-3302
Fax Number: (626) 256-0176
E-Mail Address: JLimon@acwm.lacounty.gov

PIERCE'S DISEASE CONTROL PROGRAM

RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND OTHER DESIGNATED PESTS AND DISEASES

LOS ANGELES COUNTY

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.

RESPONSIBILITIES

CDFA Responsibilities

- The California Department of Food and Agriculture (CDFA) shall provide training on management practices at least one week prior to any activity occurring. The PEIR is available in its entirety at <https://www.cdfa.ca.gov/plant/peir/>.

Designated Agency

The Los Angeles County Department of Agriculture (County) is designated by the Los Angeles County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Los Angeles County PDCP Task Force (if applicable), and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to the County as favorable agents become available.

County Responsibilities

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- The County will ensure all activities follow CDFA management practices and any necessary mitigation measures required are consistent with CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR). The County, prior to conducting PDCP activities, will fill out the Tiering Checklists and follow management practices and mitigation measures as required for a specific activity. The CDFA management practices and mitigation measures are attached, and can also be found in the PEIR Appendix C, https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf. Mitigation Reporting Program at https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and->

Overriding-Considerations.pdf. Copies of the completed Checklists must be submitted along with the agreement. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., PDCP XX County Trapping 07 01 18), replace the XX with the county number and replace "County" with the county name. When the contract ends, the county dates and signs a copy of the Checklist and sends that copy to PDCP to signify that the PEIR requirements were implemented.

- Certifying regulated commodities destined to noninfested areas of the state.

ELEMENTS

Public Outreach

The County will act as lead spokesperson for the PDCP activities. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The Los Angeles County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 – 3-50 of Volume 1 Main Body.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

Due to Los Angeles County being generally infested, no general county survey plan will be conducted. Nurseries in the County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Los Angeles County Department of Agriculture (County) and the Los Angeles County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Los Angeles is generally-infested and we do not anticipate conducting any rapid response activities.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Los Angeles County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
2. The Los Angeles County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors and other designated pests and diseases will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Los Angeles County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases in a manner respectful of property and other rights of those affected.
4. The Los Angeles County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.
5. The Los Angeles County Department of Agriculture should invoice the Pierce's Disease Control Program on a monthly basis but no later than 120 days after the end of the month. Invoices not received within this timeframe may be disallowed for reimbursement.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Los Angeles County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

SCOPE OF WORK

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

Fiscal Year 2018 - 2019

Effective Dates: July 1, 2018 to June 30, 2019

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.
- 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.cdffa.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), 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>. 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 Joanne Shimada (joanne.shimada@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 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 2018-2019.
- 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. Counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a CAI number issued by CalEPA ([http://www.dtsc.ca.gov/PublicationsForms/upload/OAD EPA ID FS.pdf](http://www.dtsc.ca.gov/PublicationsForms/upload/OAD_EPA_ID_FS.pdf)).
- U. 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. 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.

0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:		\$0.00

25% Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST*
\$0.00	\$0.00	\$0.00

TOTAL PERSONNEL COST: \$0.00

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

Description	COST
1 [Redacted]	\$0.00
2 [Redacted]	\$0.00
3 [Redacted]	\$0.00
4 [Redacted]	\$0.00

TOTAL SUPPLY COST: \$0.00

C. SUBCONTRACTOR

TITLE

	TITLE
1 [Redacted]	[Redacted]
2 [Redacted]	[Redacted]
3 [Redacted]	[Redacted]
4 [Redacted]	[Redacted]

HOURLY RATE	HOURS	COST
[Redacted]	[Redacted]	\$0.00
[Redacted]	[Redacted]	\$0.00
[Redacted]	[Redacted]	\$0.00
[Redacted]	[Redacted]	\$0.00

TOTAL SUBCONTRACTOR COST: \$0.00

D. VEHICLE OPERATIONS

LICENSE # OWNED BY (County or State)

LICENSE #	OWNED BY (County or State)
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

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
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
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 \$0.545 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

LICENSE #	LEASED
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

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
\$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	COST
1 [Redacted]	\$0.00
2 [Redacted]	\$0.00
3 [Redacted]	\$0.00
4 [Redacted]	\$0.00

TOTAL SUPPLY COST: \$0.00

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

Remit payment to:

Trapping Activity	Required	Optional
	Percentage	Amount
Fruit Files	0%	
GM	0%	
JB	0%	

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2018-19 Pest Detection CalTrap

INVOICE

4/23/18

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

Invoice Number:
 Date:
 Agreement Number:
 Billing Period:

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:

PEST DETECTION TRAPPING GUIDELINES (#9)

Los Angeles, South Coastal District, 12 months

Fiscal Year 2018 - 2019

1. Fruit fly traps are to be maintained year round. 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.
2. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1, 2018 through June 30, 2019.
3. Ensure that McPhail traps are serviced every seven days from July 1, 2018 through June 30, 2019.
4. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1, 2018 through June 30, 2019.
5. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1, 2018 through June 30, 2019.
6. Ensure that GM and JB traps are serviced every 14 days from July 1 through August 31, 2018, and from June 15 through June 30, 2019, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).

PEST DETECTION/EMERGENCY PROJECTS

FY 2018 / 2019 COMMITMENT FORM

AGRICULTURAL COMMISSIONER KURT E. FLOREN	COUNTY LOS ANGELES
DETECTION SPECIALIST TINA GALINDO	DATE 9/4/2018

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
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	4670	/ 4670	4670	/ 4670
McPHAIL TRAP	MP	0	/ 0	4670	/ 4670	4670	/ 4670
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	4670	/ 4670	4670	/ 4670
JACKSON TRAP - MELON FLY	ML	0	/ 0	4670	/ 4670	4670	/ 4670
GYPSY MOTH	GM	0		2563		2563	
JAPANESE BEETLE	JB	0		2563		2563	
MISCELLANEOUS:	JB Greenbelt	1238		0		1238	
		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

We will place 1238 traps to detect Japanese Beetle Greenbelt (Golf Courses) throughout Los Angeles County.

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

June 2017

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**

April 2018

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).

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. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multillure 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., kh for Kevin Hoffman) - qcp (Quality Control Plant). As an example, 45170618khqcp would be the QCP report for Shasta County on June 18, 2017 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 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:
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 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. <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>

LOS ANGELES COUNTY GLASSY WINGED SHARPSHOOTER CONTRACT
 COST ANALYSIS FISCAL YEAR 2018/2019

*POSITIONS	#	FTE	POSITIONS	EST HOURS	HOURLY RATE	SALARY	BENEFITS %	EMPLOYEE BENEFITS	O/H %	OVERHEAD	TOTALS
INSPECTOR AIDS ©	10	4.0	6,000.00	\$ 16.360	\$98,160.00	0.16%	\$157.06	25.00%	\$24,579.27	\$122,896.33	
SENIOR BIOLOGIST	0	0.1	260.0	\$ 51.070	\$13,278.20	73.12%	\$9,709.02	25.00%	\$5,746.81	\$28,734.03	
ACWM INSP II	6	4.0	5,880.00	\$ 38.650	\$227,262.00	73.12%	\$166,173.97	25.00%	\$98,358.99	\$491,794.96	
ACWM DEPUTY/SEALER	0.5	0.5	800.0	\$ 49.840	\$39,872.00	73.12%	\$29,154.41	25.00%	\$17,256.60	\$86,283.01	
ACWM INSP III	1	1.0	1,743.0	\$ 43.080	\$75,088.44	73.12%	\$54,904.67	25.00%	\$32,498.28	\$162,491.39	
INTERMEDIATE TYPIST CLERK	1	1.0	1,743.0	\$ 23.630	\$41,187.09	73.12%	\$30,116.00	25.00%	\$17,825.77	\$89,128.86	
TOTALS SAL AND E.B.	18.5	10.6	16,426.00							\$981,328.58	
SERVS AND SUPPLIES (gloves, cell phones)										\$3,664.73	
**MILEAGE - COUNTY					126,669.0	0.545				\$69,034.61	
**MILEAGE - PERMITTEE					1,000.0	0.545				\$545.00	
State Vehicle - Ford Taurus					7,500.0	0.285				\$2,137.50	
GRAND TOTALS										\$1,056,710.42	
										TOTAL EXPENSES	\$1,056,710.42
										AMT OF CONTRACT	\$1,056,710.42

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1761

NOTE: TEMPORARY PRODUCTIVE WORK HOURS @ 2088

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF THE AGREEMENT FOR THE CONTRACT AMOUNT

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.
 **Subject to change due to federal mileage rate changes.

Agreement No. 18-0230
 Exhibit B
 Attachment 1
 Page 1 of 12

UC

LOS ANGELES

COUNTY DEPARTMENT OF AGRICULTURE

FY 2018-19 Pest Detection Trapping Exotic Fruit Fly (FF) Financial Plan

4/23/18

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 Gary Hawthorne	Agricultural Inspector Aid	10.00	174.00	1740.00
2 Greg Guntle	Agricultural Inspector Aid	10.00	174.00	1740.00
3 Pete Contreras	Agricultural Inspector Aid	10.00	174.00	1740.00
4 Saturnino Rosales	Agricultural Inspector Aid	10.00	174.00	1740.00
5 Takla S. Mankarious	Agricultural Inspector Aid	10.00	174.00	1740.00
6 Robert Higgins	Agricultural Inspector Aid	10.00	174.00	1740.00
7 Ye Oo	Agricultural Inspector Aid	10.00	174.00	1740.00
8 Milton Ortiz	Agricultural Inspector Aid	10.00	174.00	1740.00
9 Noah Rios	Agricultural Inspector Aid	10.00	174.00	1740.00
10 Erik Garcia	Agricultural Inspector Aid	10.00	174.00	1740.00
11 Victor Garcia	Agricultural Inspector Aid	10.00	174.00	1740.00
12 Maung Tun	Agricultural Inspector Aid	10.00	174.00	1740.00
13 Joaquin Carrera	Agricultural Inspector Aid	10.00	174.00	1740.00
14 Saba's Ruelas	Agricultural Inspector Aid	10.00	174.00	1740.00
15 Francisco Carrera	Agricultural Inspector Aid	10.00	174.00	1740.00
16 Jose Raul Garcia	Agricultural Inspector Aid	10.00	174.00	1740.00
17 Rudy Aragon	Agricultural Inspector Aid	10.00	174.00	1740.00
18 Anthony Okofu	Agricultural Inspector Aid	10.00	174.00	1740.00
19 Fernando Sustaita	Agricultural Inspector Aid	10.00	174.00	1740.00
20 Maryam Dakhteh	Agricultural Inspector Aid	10.00	174.00	1740.00
21 Erasmo Ortiz	Agricultural Inspector Aid	10.00	174.00	1740.00
22 Jorge Barrera	Agricultural Inspector Aid	10.00	174.00	1740.00
23 Luis Cordova	Agricultural Inspector Aid	10.00	174.00	1740.00
24 Eduardo Padilla	Agricultural Inspector Aid	10.00	174.00	1740.00
25 Jose Luis Alvarado	Agricultural Inspector Aid	10.00	174.00	1740.00
26 Dawin Velasquez	Agricultural Inspector Aid	10.00	174.00	1740.00
27 Ramon Melendez	Agricultural Inspector Aid	10.00	174.00	1740.00
28 Cynthia Weber	Agricultural Inspector Aid	10.00	174.00	1740.00
29 Silvio Molina	Agricultural Inspector Aid	10.00	174.00	1740.00
30 Hector Meridoza	Agricultural Inspector Aid	10.00	174.00	1740.00
31 Rodrigo Ochoa	Agricultural Inspector Aid	10.00	174.00	1740.00
32 Moe Thet Myint	Agricultural Inspector Aid	10.00	174.00	1740.00
33 Albert Alfonso	Agricultural Inspector Aid	10.00	174.00	1740.00
34 Sofronio Farol	Agricultural Inspector Aid	10.00	174.00	1740.00
35 Desiderio Mora	Agricultural Inspector Aid	10.00	174.00	1740.00
36 Ayman Shehata	Agricultural Inspector Aid	10.00	174.00	1740.00
37 Ignacio Acevedo	Agricultural Inspector Aid	10.00	174.00	1740.00
38 Alfonso Cuevas	Agricultural Inspector Aid	10.00	174.00	1740.00
39 Gregory Williams	Agricultural Inspector Aid	10.00	174.00	1740.00
40 Stanley Pfeifroth	Agricultural Inspector Aid	10.00	174.00	1740.00
41 Mario Ortiz	Agricultural Inspector Aid	10.00	174.00	1740.00
42 Danny Ayala	Agricultural Inspector Aid	10.00	174.00	1740.00
43 Pedro Gonzalez	Agricultural Inspector Aid	10.00	174.00	1740.00
44 Jose M. Agullar Ramirez	Agricultural Inspector Aid	10.00	174.00	1740.00
45 Carlos Martinez	Agricultural Inspector Aid	10.00	174.00	1740.00
46 Eddy Mendez	Agricultural Inspector Aid	10.00	174.00	1740.00
47 Amelia Davis	Agricultural Inspector Aid	10.00	174.00	1740.00
48 Nelson Dominguez	Agricultural Inspector Aid	10.00	174.00	1740.00
49 Araceli Torres	Agricultural Inspector Aid	10.00	174.00	1740.00
50 Joshua Carrillo	Agricultural Inspector Aid	10.00	174.00	1740.00
51 Alfredo Bagamaspad	Agricultural Inspector Aid	10.00	174.00	1740.00
52 Franklin Chang	Agricultural Inspector Aid	10.00	174.00	1740.00
53 Israel Rodriguez	Agricultural Inspector Aid	10.00	174.00	1740.00
54 Daly Lopez	Agricultural Inspector Aid	10.00	174.00	1740.00
55 Vincent Cameron	Agricultural Inspector Aid	10.00	174.00	1740.00
56 Lydia Gotcher	Agricultural Inspector Aid	10.00	174.00	1740.00
57 Gerardo Pasillas	Rover	10.00	174.00	1740.00
58 Saw Hsoe	Rover	10.00	174.00	1740.00
59 Vito Savala	Rover	10.00	174.00	1740.00
60 Moises Saul	Rover	10.00	174.00	1740.00
61 Lynn Bebenroth	Rover	10.00	174.00	1740.00
62 Steve Goh	ACWM Inspector III	10.00	174.00	1740.00
63 Netsere Hallelmarlam	ACWM Inspector III	10.00	174.00	1740.00
64 Geoff Burch	ACWM Inspector III	10.00	174.00	1740.00
65 Habib Mehraban	ACWM Inspector III	10.00	174.00	1740.00
66 Khoa Lam	ACWM Inspector III	10.00	174.00	1740.00
67 Robert Duong	ACWM Inspector II	10.00	174.00	1740.00

Subtotal: 116,580.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Gary Hawthorne	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
2 Greg Guntle	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
3 Pete Contreras	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
4 Saturnino Rosales	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
5 Takla S. Mankarious	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
6 Robert Higgins	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
7 Ye Oo	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
8 Milton Ortiz	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
9 Noah Rios	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
10 Erik Garcia	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
11 Victor Garcia	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
12 Maung Tun	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
13 Joaquin Carrera	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
14 Sabas Ruelas	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
15 Francisco Carrera	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
16 Jose Raul Garcia	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
17 Rudy Aragon	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
18 Anthony Okofu	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
19 Fernando Sustaita	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
20 Maryam Dakhteh	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
21 Erasmo Ortiz	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
22 Jorge Barrera	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
23 Luis Cordova	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
24 Eduardo Padilla	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
25 Jose Luis Alvarado	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
26 Dawrin Velasquez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
27 Ramon Melendez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
28 Cynthia Weber	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
29 Silvio Molina	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
30 Hector Mendoza	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
31 Rodrigo Ochoa	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
32 Moe Thet Myint	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
33 Albert Alfonso	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
34 Sofronio Farol	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
35 Desiderio Mora	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
36 Ayman Shehata	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
37 Ignacio Acevedo	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
38 Alfonzo Cuevas	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
39 Gregory Williams	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
40 Stanley Pfeifroth	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
41 Mario Ortiz	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
42 Danny Ayala	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
43 Pedro Gonzalez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
44 Jose M. Aguilar Ramirez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
45 Carlos Martinez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
46 Eddy Mendez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
47 Amelia Davis	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
48 Nelson Dominguez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
49 Aracell Torres	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
50 Joshua Carrillo	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
51 Alfredo Bagamaspad	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
52 Franklin Chang	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
53 Israel Rodriguez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
54 Daly Lopez	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
55 Vincent Cameron	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
56 Lydia Gotcher	Agricultural Inspector Aid	\$21.92	1740.00	\$38,141.00
57 Gerardo Pasillas	Rover	\$21.92	1740.00	\$38,141.00
58 Saw Hsoè	Rover	\$21.92	1740.00	\$38,141.00
59 Vito Savala	Rover	\$21.92	1740.00	\$38,141.00
60 Moises Saul	Rover	\$21.92	1740.00	\$38,141.00
61 Lynn Bebenroth	Rover	\$21.92	1740.00	\$38,141.00
62 Steve Goh	ACWM Inspector III	\$42.67	1740.00	\$74,246.00
63 Netsere Hallemarlam	ACWM Inspector III	\$42.67	1740.00	\$74,246.00
64 Geoff Burch	ACWM Inspector III	\$42.67	1740.00	\$74,246.00
65 Habib Mehraban	ACWM Inspector III	\$42.67	1740.00	\$74,246.00
66 Khoa Lam	ACWM Inspector III	\$42.67	1740.00	\$74,246.00
67 Robert Duong	ACWM Inspector II	\$38.29	1740.00	\$66,625.00
			Subtotal:	\$2,764,456.00

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Gary Hawthorne	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
2 Greg Guntle	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
3 Pete Contreras	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
4 Saturnino Rosales	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
5 Takla S. Mankarious	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
6 Robert Hggins	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
7 Ye Oo	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
8 Milton Ortiz	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
9 Noah Rlos	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
10 Erik Garcia	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
11 Victor Garcia	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
12 Maung Tun	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
13 Joaquin Carrera	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
14 Sabas Ruelas	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
15 Francisco Carrera	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
16 Jose Raul Garcia	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
17 Rudy Aragon	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
18 Anthony Okofu	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
19 Fernando Sustaita	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
20 Maryam Dakhteh	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
21 Erasmo Ortiz	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
22 Jorge Barrera	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
23 Luis Cordova	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
24 Eduardo Padilla	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
25 Jose Luis Alvarado	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
26 Dawrin Velasquez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
27 Ramon Melendez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
28 Cynthia Weber	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
29 Silvio Molina	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
30 Hector Mendoza	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
31 Rodrigo Ochoa	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
32 Moe Thet Myint	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
33 Albert Alfonso	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
34 Sofrontio Farol	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
35 Desiderio Mora	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
36 Ayman Shehata	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
37 Ignacio Acevedo	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
38 Alfonzo Cuevas	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
39 Gregory Williams	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
40 Stanley Pfeifroth	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
41 Mario Ortiz	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
42 Danny Ayala	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
43 Pedro Gonzalez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
44 Jose M. Agullar Ramirez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
45 Carlos Martinez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
46 Eddy Mendez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
47 Amelia Davis	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
48 Nelson Dominguez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
49 Araceli Torres	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
50 Joshua Carrillo	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
51 Alfredo Bagamaspad	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
52 Franklin Chang	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
53 Israel Rodriguez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
54 Daly Lopez	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
55 Vincent Cameron	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
56 Lydia Gotcher	Agricultural Inspector Aid	73.1200%	\$38,141.00	\$27,889.00
57 Gerardo Pasillas	Rover	73.1200%	\$38,141.00	\$27,889.00
58 Saw Hsoe	Rover	73.1200%	\$38,141.00	\$27,889.00
59 Vito Savala	Rover	73.1200%	\$38,141.00	\$27,889.00
60 Moises Saul	Rover	73.1200%	\$38,141.00	\$27,889.00
61 Lynn Bebenroth	Rover	73.1200%	\$38,141.00	\$27,889.00
62 Steve Goh	ACWM Inspector III	73.1200%	\$74,246.00	\$54,289.00
63 Netsere Hailemariam	ACWM Inspector III	73.1200%	\$74,246.00	\$54,289.00
64 Geoff Burch	ACWM Inspector III	73.1200%	\$74,246.00	\$54,289.00
65 Habib Mehraban	ACWM Inspector III	73.1200%	\$74,246.00	\$54,289.00
66 Khoa Lam	ACWM Inspector III	73.1200%	\$74,246.00	\$54,289.00
67 Robert Duong	ACWM Inspector II	73.1200%	\$66,625.00	\$48,716.00
Subtotal:				\$2,021,390.00
DETECTION STAFF SUBTOTAL:				\$4,785,846.00

4. STAFF - Non-Detection

Employee Name	Title	HOURS/DAY	TOTAL WORK DAYS	HOURS
1 Jerry Mills	Intermediate Typist Clerk	10.00	174.00	1740.00
2 Maribel Maciel	Intermediate Typist Clerk	10.00	174.00	1740.00
3 Max Regis	Deputy Ag. Commissioner/Sealer	10.00	174.00	1740.00
4 Michael Luong	Account Technician II	10.00	15.00	150.00
5 Norman Wong	GIS Technician	6.00	58.00	348.00
6 Christine Lam	GIS Senior Technician	4.00	116.00	464.00
7 Tom Weisenberger	GIS Principal Technician	4.00	174.00	696.00
8 Wilson Ballesteros	Intermediate Clerk	10.00	174.00	1740.00
Subtotal:				8,618.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Jerry Mills	Intermediate Typist Clerk	\$23.41	1740.00	\$40,733.00
2 Maribel Maciel	Intermediate Typist Clerk	\$23.41	1740.00	\$40,733.00
3 Max Regis	Deputy Ag. Commissioner/Sealer	\$61.88	1740.00	\$107,671.00
4 Michael Luong	Account Technician II	\$29.59	150.00	\$4,439.00
5 Norman Wong	GIS Technician	\$75.67	348.00	\$26,333.00
6 Christine Lam	GIS Senior Technician	\$90.89	464.00	\$42,080.00
7 Tom Weisenberger	GIS Principal Technician	\$116.10	696.00	\$80,806.00
8 Wilson Ballesteros	Intermediate Clerk	\$22.85	1740.00	\$39,759.00
Subtotal:				\$382,554.00

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Jerry Mills	Intermediate Typist Clerk	73.1200%	\$40,733.00	\$29,784.00
2 Maribel Maciel	Intermediate Typist Clerk	73.1200%	\$40,733.00	\$29,784.00
3 Max Regis	Deputy Ag. Commissioner/Sealer	73.1200%	\$107,671.00	\$78,729.00
4 Michael Luong	Account Technician II	73.1200%	\$4,439.00	\$3,246.00
5 Norman Wong	GIS Technician	73.1200%	\$26,333.00	\$19,255.00
6 Christine Lam	GIS Senior Technician	73.1200%	\$42,080.00	\$30,769.00
7 Tom Weisenberger	GIS Principal Technician	73.1200%	\$80,806.00	\$59,085.00
8 Wilson Ballesteros	Intermediate Clerk	0.0000%	\$39,759.00	\$0.00
Subtotal:				\$250,652.00

NON-DETECTION STAFF SUBTOTAL: \$633,206.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$3,147,010.00	\$2,272,042.00	\$1,954,763.00

TOTAL PERSONNEL COST: \$6,773,815.00

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

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

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$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	
85.00	12.00	850.00	\$0.545	\$472,515.00	
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:				\$472,515.00	

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

Description	COST
1 Servers for CalTrap	\$87,000.00
2 Communications - Cell Phones	\$70,000.00
3 North Field Station - \$3717.03 monthly	\$44,804.36
4 East Field Station - \$400 monthly	\$4,800.00
TOTAL SUPPLY COST: \$206,404.00	

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

²Per 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 FF Trapping Cost:	\$7,452,734.00
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Pest Detection Trapping Total Cost:	\$7,452,734.00
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FF, GM, JB Cost:	\$7,452,734.00
CalTrap Cost:	\$0.00

COMMENTS:



LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURE

FY 2018-19 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

4/23/18

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	TBD		5.00	60.00	300.00
2	TBD		5.00	60.00	300.00
3	TBD		5.00	60.00	300.00
4	TBD		5.00	60.00	300.00
5	TBD		5.00	60.00	300.00
6			0.00	0.00	0.00
Subtotal:					1,500.00

2. SALARIES - Detection Trappers

	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	\$16.36	300.00	\$4,908.00
2	\$16.36	300.00	\$4,908.00
3	\$16.36	300.00	\$4,908.00
4	\$16.36	300.00	\$4,908.00
5	\$16.36	300.00	\$4,908.00
6	\$0.00	0.00	\$0.00
Subtotal:			\$24,540.00

3. BENEFITS - Detection Trappers

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1	0.1600%	\$4,908.00	\$8.00
2	0.1600%	\$4,908.00	\$8.00
3	0.1600%	\$4,908.00	\$8.00
4	0.1600%	\$4,908.00	\$8.00
5	0.1600%	\$4,908.00	\$8.00
6	0.0000%	\$0.00	\$0.00
Subtotal:			\$40.00

DETECTION STAFF SUBTOTAL: \$24,580.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1			0.00	0.00	0.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
Subtotal:					0.00

5. SALARIES - Non-Detection Staff

	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	\$0.00	0.00	\$0.00
2	\$0.00	0.00	\$0.00
3	\$0.00	0.00	\$0.00
4	\$0.00	0.00	\$0.00
Subtotal:			\$0.00

6. BENEFITS - Non-Detection Staff

	BENEFIT RATE (%)	SALARY	BENEFIT COST
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
Subtotal:			\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$24,540.00	\$40.00	\$6,145.00
TOTAL PERSONNEL COST :		
\$30,725.00		

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

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

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	
2.00	3.00	850.00	\$0.545	\$2,780.00	
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:				\$2,780.00	

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

¹Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
²Per 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: \$33,505.00

COMMENTS:

[Redacted area for comments]

LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURE
 FY 2018-19 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

4/23/18

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			HOURS/ DAY	TOTAL WORK DAYS	HOURS
	Employee Name	Title			
1	TBD		5.00	60.00	300.00
2	TBD		5.00	60.00	300.00
3	TBD		5.00	60.00	300.00
4	TBD		5.00	60.00	300.00
5	TBD		5.00	60.00	300.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
Subtotal:					1,500.00

2. SALARIES - Detection Trappers			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	TBD		\$16.36	300.00	\$4,908.00
2	TBD		\$16.36	300.00	\$4,908.00
3	TBD		\$16.36	300.00	\$4,908.00
4	TBD		\$16.36	300.00	\$4,908.00
5	TBD		\$16.36	300.00	\$4,908.00
6			\$0.00	0.00	\$0.00
7			\$0.00	0.00	\$0.00
Subtotal:					\$24,540.00

3. BENEFITS - Detection Trappers			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	TBD		0.1600%	\$4,908.00	\$8.00
2	TBD		0.1600%	\$4,908.00	\$8.00
3	TBD		0.1600%	\$4,908.00	\$8.00
4	TBD		0.1600%	\$4,908.00	\$8.00
5	TBD		0.1600%	\$4,908.00	\$8.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
Subtotal:					\$40.00

DETECTION STAFF SUBTOTAL: \$24,580.00

4. STAFF - Non-Detection			HOURS/ DAY	TOTAL WORK DAYS	HOURS
	Employee Name	Title			
1			0.00	0.00	0.00
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
Subtotal:					0.00

5. SALARIES - Non-Detection Staff			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1			\$0.00	0.00	\$0.00
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
Subtotal:					\$0.00

6. BENEFITS - Non-Detection Staff			BENEFIT RATE (%)	SALARY	BENEFIT COST
1			0.0000%	\$0.00	\$0.00
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
Subtotal:					\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$24,540.00	\$40.00	\$6,145.00
TOTAL PERSONNEL COST :		\$30,725.00

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

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

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	
3.00	3.00	850.00	\$0.545	\$4,169.00	
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:				\$4,169.00	

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

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

²Per 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 JB Trapping Cost:	\$34,894.00
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COMMENTS:

1

LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURE
 FY 2018-19 CalTrap Financial Plan

4/23/18

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

A. CALTRAP

DATA			
CONVERSION	NO. OF	COST	
MANUAL ENTRY	SITES*	PER SITE	COST
		\$1.4000	\$0.00

DATA			
CONVERSION	NO. OF	COST	
BULK UPLOAD	SITES*	PER SITE	COST
	0.00	\$0.6323	\$0.00

IPAD			
	NO. OF	COST	
	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

IPAD ACCESSORIES			
	NO. OF	COST	
	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	\$0.00	0.00	0.00	\$0.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	\$0.00	0.00	0.00	\$0.00

CalTrap Cost: \$0.00

* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

** This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

[REDACTED]

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

County: LOS ANGELES
 Fiscal Year: 2018-19

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
MF												
MP												
CP garden												
CP rural												
CP rural res.												
OF												
ML												
GM												
JB												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	4670	x	26.00	=	121,420
MP	4670	x	52.00	=	242,840
CP garden		x		=	0
CP rural		x		=	0
CP rural res.		x		=	0
OF	4670	x	26.00	=	121,420
ML	4670	x	26.00	=	121,420
GM	2563	x	6.50	=	16,660
JB	3801	x	6.50	=	24,707
Total:					648,467

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

FF TOTAL:	607,100 (A)	÷	<input type="text" value="4.50"/> (B)	=	134,911.11 (C)	x 1.1 (10%)	148,402.22 (D)
GM TOTAL:	16,660 (A)	÷	<input type="text" value="2.00"/> (B)	=	8,329.76 (C)	x 1.1 (10%)	9,162.73 (D)
JB TOTAL:	24,707 (A)	÷	<input type="text" value="2.00"/> (B)	=	12,353.25 (C)	x 1.1 (10%)	13,588.58 (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.

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) 2018-2019 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.

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.

EXHIBIT E
(County Agreement)

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.
- 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.

**EXHIBIT E
(County Agreement)**

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.

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.

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. 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:

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

2. Labor Standards

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

Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
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:

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.
Notification of violating facilities pursuant to EO 11738;
Protection of wetlands pursuant to EO 11990;
Evaluation of flood hazards in floodplains in accordance with EO 11988;
Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
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.*);
Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
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.

EXHIBIT F
FEDERAL TERMS AND CONDITIONS

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.

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:

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

9. Confidentiality

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

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

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 www.sam.gov 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:

Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
False Claims Act, 31 USC 3729; and
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.

15. Inventions, Patents, Copyrights and Project Results

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

EXHIBIT F
FEDERAL TERMS AND CONDITIONS

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.
The Plant Variety Protection Act, 7 USC 2321 *et seq.*

The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

Reports all subject inventions to CDFA;
Makes efforts to commercialize the subject invention through patent or licensing;
Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
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:

Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
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.

18. Motor Vehicle Safety

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

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

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.