

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

19-0994-014-SF

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN BENITO

2. The Agreement Term is: January 1, 2020 through December 31, 2020

3. The maximum amount of this Agreement is: \$42,090.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF SAN BENITO

BY (*Authorized Signature*)



DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

PO Box 699, Hollister, CA 95024

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$5,000,000.00
Effective Dates for CDFA:	January 1, 2020 through December 31, 2020
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will place and service traps for the detection of the European Grapevine Moth.

Project Title: European Grapevine Moth Project

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Matthew Kaiser	Name: Karen Overstreet
Division/Branch: PHPPS - PD/EP	Organization: COUNTY OF SAN BENITO
Address: 1220 N Street	Address: PO Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-403-6674	Phone: 831-637-5344
Email Address: matthew.kaiser@cdfa.ca.gov	Email Address: koverstreet@cosb.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Rudy Martinez	Name: Ken Griffin
Division/Branch: PHPPS - PD/EP	Organization: COUNTY OF SAN BENITO
Address: 1220 N Street	Address: P. O. Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-403-6653	Phone: (831) 637-5344
Email Address: rudy.martinez@cdfa.ca.gov	Email Address: kgriffin@cosb.us

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name: Angela Pate

Organization: COUNTY OF SAN BENITO

Address: P. O. Box 699

City/State/Zip: Hollister, CA 95024

Phone: (831) 637-5344

Email Address: apate@cosb.us

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. Unenforceable Provision

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

9. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. 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 CDFA 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.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Freedom of Information Act. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, 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.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Allowable Expenses and Fiscal Documentation**

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. **Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

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

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

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

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

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:

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

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

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. 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.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING

Fiscal Years 2019-20 and 2020-21

Effective Dates: January 1 to December 31, 2020

AGENCY RESPONSIBILITY

Section 1

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

1. Provide all trapping materials, such as traps, lures and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY2019-20 and 2020-21 (EGVMTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the EGVMTG is provided along with this agreement.
4. Provide annual training programs for county trapping supervisors and trappers.
5. Provide quality control (QC) of the county trapping program via inspections and QC plants.
6. 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. The PEIR is available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>.

Section 2

The County Agricultural Commissioner shall:

1. Hire and/or train personnel.
2. Provide and maintain trapping vehicles.
3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.
5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.
 - a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
 - b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.
6. Place and service the specified number of traps as indicated on the Financial Plan.
7. Place traps at the beginning of the season so that full deployment is be completed by March 15, 2020, or as soon as weather permits after that date. Ensure that EGVM traps are serviced every two weeks. Remove traps at the first servicing after August 31, 2020.
8. 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. Links to the Map Books and GIS layers are at <http://maps.cdfa.ca.gov/TrapBooks>.
 - a. 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 needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number “1” EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
 - b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper's initials for each activity.
9. Ensure that all sites trapped are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps if they are relocated.

10. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
11. Participate in new delimitation activities if requested to do so by the CDFA.
12. 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, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the PD/EP County Contracts Coordinator (CCC), currently Rudy Martinez (rudy.martinez@cdfa.ca.gov), at PD/EP headquarters. When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed 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>.
13. Ensure that trap data is entered into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS), as detailed in the EGVMTG.
14. 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.
15. 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.
16. 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.

17. 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.
18. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.
19. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.
20. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.
21. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.
22. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.
23. Submit invoices along with the corresponding Report Number One monthly by postal mail or e-mail to the County Contracts Coordinator:

Rudy Martinez
CDFA - PD/EP
2800 Gateway Oaks Drive
Sacramento, CA 95833
rudymartinez@cdfa.ca.gov

- a. 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.
- b. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

- c. 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.
- d. A sample invoice is available from the District Entomologist. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - i. County name
 - ii. Remit to address
 - iii. Date of submittal
 - iv. Invoice number
 - v. Agreement name
 - vi. Agreement number
 - vii. Billing period
 - viii. 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.
 - ix. 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.
- e. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in item 2.24.c.
- f. 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.
- g. 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.
- h. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of invoice.
- i. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

(County Letterhead)

Date:
Invoice #:

California Department of Food and Agriculture
Email invoices to Rudy Martinez at rudy.martinez@cdfa.ca.gov

European Grapevine Moth (EGVM) Program

Agreement #

Budget Period FY 2019/2020 & FY 2020/2021

Invoice for Period Month 0/0/0000-0/0/0000

Detection Personnel Costs

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Hours	0.00	Total Salaries	\$0.00

Non-Detection Personnel Costs

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Hours	0.00	Total Salaries	\$0.00
Total Personnel Services			\$0.00
Overhead ** 25%			\$0.00
Total Personnel Costs:			\$0.00

Operating Expenses

Travel	\$0.00
Printing	\$0.00
Postage/Freight	\$0.00
Miscellaneous Field Supplies	\$0.00
Miscellaneous Office Supplies	\$0.00
Contractual Costs	\$0.00
Total Operating Expenses:	\$0.00

Mileage Costs

	Total Miles	Rate	
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Leased Vehicles	0.00	0.000	\$0.00
Total Mileage Cost:			\$0.00
Grand Total:			\$0.00

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

* The Hourly Rate must include Hourly Wage and Benefit Rate)

** Overhead percent is editable, may fluctuate per county and must not exceed 25%

EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES

Fiscal Years 2019-20 and 2020-21

1. Eligible Counties - Any county with commercial grape acreage that has previously been in the EGVM program.
2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at www.cdfa.ca.gov/go/ITG, and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, the Guidelines take precedence.
3. Trap - The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.
4. Attractant - The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.
5. Trap Assembly and Numbering
 - a. Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper. The county may request unassembled traps if they are able to fold and assemble traps themselves.
 - b. Write the trap number and date of deployment on the trap body prior to placing the trap.
 - c. Trap numbers for EGVM will include the five-digit alpha-numeric grid number, subgrid designation, the identifying letters "EG.", and trap number within the subgrid (if applicable). For example: EV241-8-EG1.
 - d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
 - e. Open the lure pouch; squeeze the lure directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
 - f. Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector's field station.
6. Trapping Season
 - a. Deployment should be completed by March 15, 2020, or as soon as weather permits after that date.
 - b. Remove traps during the first servicing after August 31, 2020.
7. Hosts to be Trapped - Grapes.

8. Density

- a. Place up to 25 traps per square mile (1 trap per 25.6 acres).
- b. In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
- c. Relative to 2019, lower-risk grids may be left untrapped or trapped at a reduced density at the Commissioner's discretion in consultation with the District Entomologist. Grids with or near grape processors, crush facilities, wineries, and vineyard management companies that handle or receive host material should continue to be trapped at 25 traps per square mile if possible.

9. Trapping Locations

- a. Place traps in commercial grape vineyards.
- b. Use a 5x5 subgrid overlay, placing up to one trap per subgrid.
- c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
- d. Place at least one trap in all vineyards within 300 meters of any grape processing facilities, even if this results in more than one trap per subgrid.

10. Trap Placement

- a. Vineyards – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal Japanese beetle poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
- b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
- c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
- d. Ensure traps are at least 20 meters (65 feet) from any other trap that contains a pheromone lure for a different moth target species.
- e. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
- f. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.

- g. GPS the site and enter the data onto the trap card, for entry into the USDA's Integrated Plant Health Information System (IPHIS) (see below).
- 11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.
- 12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.
- 13. Trap Replacement
 - a. It is recommended that traps be replaced at eight weeks under normal conditions. However, traps should be replaced earlier if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM.
 - b. Zip ties used to hang the traps should be reused, if not damaged.
- 14. Relocation
 - a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
 - b. As the vines grow, move traps to the upper third of the vine, as practical
 - c. Follow all pesticide regulations before entering a vineyard that has been treated.
 - d. If a trap is relocated, GPS the new site and enter the data into the IPHIS database.
 - e. When relocating, always use a new trap.
- 15. Data Entry into IPHIS
 - a. Trap data must be entered into the USDA Integrated Plant Health Information System (IPHIS).
 - b. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.
 - c. New GPS values must be taken and recorded for 2020. Do not re-use the 2019 GPS coordinates even if the 2020 trap site is utilizing a previously used map and trap card.
 - d. All GPS points will be verified by the United States Department of Agriculture (USDA) prior to being entered into IPHIS. Following completion of trap

- placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) to William Yoder at William.E.Yoder@usda.gov.
- e. Enter weekly trapping data reports into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS). If this cannot be accomplished, send weekly reports for entry into IPHIS to Matt Kaiser (matthew.kaiser@cdfa.ca.gov). Weekly submission of data reports is required in order for reimbursement to be processed.
16. Maps - Counties must use maps displaying the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.
 17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
 18. Submitting Specimens for Identification
 - a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
 - b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
 - c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
 - d. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons completing this form will need a username and a password.
 - e. Notify Jason Leathers (jason.leathers@cdfa.ca.gov) and Matt Kaiser (matthew.kaiser@cdfa.ca.gov) via email upon all submissions. Include the e-PDR number in this communication.

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

July 2019

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

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

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

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

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

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

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

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

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

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

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

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

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- 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.

Attachment 1 - Tiering Strategy Checklist

Start Date:	January 1, 2020
Project Leader:	Ken Griffin
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of San Benito County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

Part B

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

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

Part C

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

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Ken Griffin
Signature*:	
End Date:	12/31/2020

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

County: San Benito

Calendar Year 2020 Total Cost:	\$42,090.00
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EGVM TRAPPING SEASON						
March	April	May	June	July	August	September
Weekly Servicings		Biweekly servicings		Monthly servicings (place or remove)		

County Trapping Personnel Cost Work Sheet
European Grapevine Moth (EGVM) Program
FY 2019/2020 - FY 2020/2021
January 1, 2020 - December 31, 2020

County: **San Benito**

Personnel Costs					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Technician	\$20.22	\$7.23	\$27.45	801.00	\$21,987.45
Agricultural Biologist	\$32.92	\$14.12	\$47.04	60.00	\$2,822.40
Detection Total:				861	\$24,809.85
Billable Detection Hours:				861	
Non-Detection Positions					
Senior Agricultural Biologist	\$43.05	\$18.31	\$61.36	55.00	\$3,374.80
Deputy Agricultural Commissioner	\$41.98	\$22.85	\$64.83	28.00	\$1,815.24
Secretary II	\$33.29	\$16.26	\$49.55	28.00	\$1,387.40
Non-Detection Total:				111	\$6,577.44
2020 Total Personnel Cost:					\$31,387.29