

### RESOLUTION No. 24-066

#### OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF RENEWAL AGREEMENT NO. 23-0234-006-SF, WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) FOR FISCAL YEAR 2023/24 FOR COUNTY INSECT PEST DETECTION EMERGENCY PROJECTS TRAPPING SERVICES TOTAL CONTRACT AMOUNT NOT TO EXCEED \$34,957.00 FOR THE PERIOD JULY 1, 2023, THROUGH JUNE 30, 2024

WHEREAS, the Agricultural Commissioner has contracted with CDFA for placing and servicing insect traps for the detection of exotic pests, which are considered hazardous to agriculture and the economy of California; and

WHEREAS, the State provides all traps, trap parts and lures, in addition to technical assistance and training for County staff; and

WHEREAS, revenue will be deposited into 0101-20601-301-1000/446690.

#### NOW, THEREFORE, BE IT HEREBY RESOLVED:

- 1. The Nevada County Board of Supervisors accepts the funding and authorizes the Chair of the Board of Supervisors to execute said Agreement with the California Department of Food and Agriculture in the amount of \$34,957.00 for the period July 1, 2023, through June 30, 2024; and
- 2. The Chair of the Board of Supervisors authorizes the Agricultural Commissioner, or designee, to execute additional documents necessary for the implementation of the program.

PASSED AND ADOPTED by the Board of said Board, held on the <u>20th</u> day of <u>February</u>	Superviso 2024, by	ors of the County of Nevada at a regular meeting of the following vote of said Board:
	Ayes:	Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
	Noes:	Susan Hoek and Hardy Bullock. None.
	Absent:	None.
	Abstain:	None.

Hardy Bullock, Chair

ATTEST:

TINE MATHIASEN
Chief Deputy Clerk of the Board of Supervisors

State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.12/2023)

### COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0234-006-SF

1.	This Agreement is entered into between the	ne State Agency and th	e Recipient named below:	
	STATE AGENCY'S NAME	AND ACRICIII TURE	CDEA	
	RECIPIENT'S NAME	AND AGRICULTURE	CDFA)	
	COUNTY OF NEVADA			
2.	The Agreement Term is: July 1, 2023 thro	ugh June 30, 2024		
3.	The maximum amount of this Agreement	s: \$34,957.00		
4.	The parties agree to comply with the term which are by this reference made a part of		following exhibits and attachme	ents
	Exhibit A: Prime Award Information Recipient and Project Inform	ation	2 Page(s)	
	Exhibit B: General Terms and Condition	ns	5 Page(s)	
	Exhibit C: Payment and Budget Provis	ions	2 Page(s)	
	Exhibit D: Federal Terms and Condition	ns	3 Page(s)	
	Attachments: Scope of Work and Budg	get		
IN '	WITNESS WHEREOF, this Agreement ha	s been executed by th	ne parties hereto.	
	CIPIENT'S NAME (Organization's Legal No <b>UNTY OF NEVADA</b>	ame)		
B'	(Authorized Signature)	DATE SIGNED		
Ø	WSV.	2/20/2024		
PR	Hardy S. Brilock	GNING		
	DRESS Suite 170 Neveda City C	A 05050 9617		
950	) Maidu Avenue, Suite 170, Nevada City, C			
	ENCY NAME	OF CALIFORNIA		
	LIFORNIA DEPARTMENT OF FOOD ANI	AGRICIII TURE (CDI	ΕΛ\	
	(Authorized Signature)	DATE SIGNED	A)	
Ø	(			
	INTED NAME AND TITLE OF PERSON SI URA RODRIGUEZ, STAFF SERVICES MA		GRANTS ADMINISTRATION	
	DRESS			
	20 N STREET, ROOM 120 CRAMENTO, CA 95814		LB	

#### **EXHIBIT A**

#### PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C207
Federal Award Date:	June 20, 2023
Catalog of Federal Domestic Assistance Number	10.025
(CFDA) and Name:	Plant and Animal Disease, Pest Control, and
	Animal Care
Amount Awarded to CDFA:	\$8,800,000.00
Effective Dates for CDFA:	January 1, 2023 through December 31, 2023
Federal Award to State Agency is Research &	
Development (Yes/No)	No

	<b>T</b>
Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C248
Federal Award Date:	May 19, 2023
Catalog of Federal Domestic Assistance Number	10.025
(CFDA) and Name:	Plant and Animal Disease, Pest Control, and
	Animal Care
Amount Awarded to CDFA:	\$400,000.00
Effective Dates for CDFA:	July 1, 2023 through June 30, 2024
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:
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

#### 2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:		
Name:	Joanna Fisher	Name:	Chris DeNijs	
Division/Branch:	PHPPS / Plant Health, Emergency Projects	Organization:	County of Nevada	
Address:	1220 N Street	Address:	950 Maidu Avenue, Suite 170	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Nevada City, CA 95959-8617	
Phone:	916-202-0879	Phone:	530-470-2690	
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	agdept@nevadacountyca.gov	

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:
Name:	Moosa Anwer	Name:
Division/Branch:	,	Organization:
	Emergency Projects	
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-764-7472	Phone:
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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	$oxed{\boxtimes}$ does not	support R&D.
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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. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

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

#### 4. Governing Law

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

#### 5. 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 the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. 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.

#### 7. 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 awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

#### 10. 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. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement 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.

#### 11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient 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 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

#### 12. 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.

#### 13. 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, identified in Exhibit A, 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.

#### 14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not 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.

#### 15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

#### 16. Acceptable Failure to Perform

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, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

#### 17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breach within thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the 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.

#### 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The 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 less 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 within ten (10) business days 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 incorporated by reference to this Agreement as an attachment.

#### 22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

#### 23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

#### 24. 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.

#### 25. 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 Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

#### 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. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

### 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, 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, 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. If mileage is a reimbursable expense, 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 <a href="IRS's website">IRS's website</a> 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 for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- 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 per diem 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 seg.*);
- 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);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 et seq.)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. 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 INSECT PEST DETECTION TRAPPING

#### Fiscal Year 2023 - 2024

Effective Agreement Period: July 1, 2023 through June 30, 2024

#### **Pest Detection County Agreement Attachments Index:**

- 1. Attachment A Financial Plans
- 2. Attachment B Pest Detection Trapping Guidelines
- 3. Attachment C Commitment Form 60-221
- 4. Attachment D Quality Control Plant Protocols
- 5. Attachment E PEIR Management Practices and Mitigation Measures for Trapping
- 6. Attachment F Tiering Strategy Checklist (if applicable)
- 7. Attachment G Budget and Survey Quick Guide
- 8. Attachment H Invoice Template

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

- A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
  - Provide the Insect Trapping Guide (ITG) at: <a href="www.cdfa.ca.gov/go/ITG.">www.cdfa.ca.gov/go/ITG.</a>
  - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
  - For additional activity guidelines, see:
     <a href="https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf">https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf</a>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

- G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- H. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- J. Provide training in the use of CalTrap.
- K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

#### II. The County Agricultural Commissioner shall:

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Provide and maintain county trapping vehicles.
- E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- F. Ensure that all trapping activities conform to the current version of the ITG.

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- 1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.
- 2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here <a href="http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf">http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf</a> 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.

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- I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) 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.
- J. 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 CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center 3294 Meadowview Road Sacramento, CA 95832

- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- L. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, 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-Factand-Overriding-Considerations.pdf. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program 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 Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps pdepb county invoices@cdfa.ca.gov.
- M. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

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- N. Complete a monthly Report 1 through the online CMR, 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." The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx
- O. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at <a href="https://www.caltrap-info.com">www.caltrap-info.com</a> for additional information about the project.
  - a. 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 2023-2024.
- Q. Maintain an inventory of known host sites either in the trap book or electronic records. 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. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at <a href="mailto:cdfa.phpps">cdfa.phpps</a> pdepb county invoices@cdfa.ca.gov. The counties must use the provided invoice.
  - 1. Submit monthly invoices 30 days after the last date the work was completed.

- 2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
- 3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
- 4. The Invoice Template provided with the county cooperative agreement must be used and 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. If revised, date revised invoice was submitted
  - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
  - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN23PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN23PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

- 7. Please submit the invoice as a PDF file, making sure the file does not have 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. The invoice will be returned to the county for an updated invoice.
- 8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
- 9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

\$6,296.88

## California Department of Food and Agriculture Pest Detection County Agreements Core Fruit Fly Financial Plan FY 2023/2024 July 1, 2023 - June 30, 2024 Nevada County

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping Hours (Total hours pulled from the Personnel Work				158.50
Non-Detection Trapping Hours (Total hours pulled from Personnel Cos	st Work Sheet)			64.75
			Total Hours:	223.25
e e		Sul	ototal Personnel Cost:	\$8,002.36
		Ove	rhead: 25%	\$2,000.59
			Total Personnel Cost:	\$10,002.95
B. Supplies (Itemized such as trapping poles, office & field	supplies, etc.)			
Item 1				\$0.00
			Total Supplies Cost:	\$0.00
C. Other Items of Expense (Communications, IT Service	es, Subcontractor, e	tc.)		
Item 1				\$0.00
		Total Other It	ems of Expense Cost:	\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	1,381.0	0.655	\$904.56
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.000	\$0.00		
			Total Mileage Cost:	\$904.56
			Total FF Cost:	\$10,908.00

Total Agreement Amount CDFA will reimburse for Core FF Cost:

#### California Department of Food and Agriculture Pest Detection County Agreements Core Fruit Fly Personnel Worksheet FY 2023/2024

July 1, 2023 - June 30, 2024 Nevada County

Personnel Costs - Fruit Fly (FF)							
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost		
Detection Positions							
AGRICULTURAL TECHNICIAN	\$19.89	\$1.72	\$21.61	158.50	\$3,425.19		
	Detection Total: 158.50						
			THWS	158.50			
Non-Detection Positions					1 1 1		
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	64.75	\$4,577.18		
Non-Detection Total: 64.75							
Total FF Personnel Cost:							

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

<u>COMMENT:</u> Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

# California Department of Food and Agriculture Pest Detection County Agreements Core Japanese Beetle Financial Plan FY 2023/2024 July 1, 2023 - June 30, 2024 Nevada County

A. Personnel Services - Japanese Beetle (JB)				
20 M 20 2 M 20 M 20 M 20 M 20 M 20 M 20			T	Billable Hours
Detection Trapping Hours (Total hours pulled from the Personnel Work	Sheet)			47.25
Non-Detection Trapping Hours (Total hours pulled from Personnel Co.				31.00
			Total Hours:	78.25
		Sub	total Personnel Cost:	\$3,212.46
		Ove	rhead: 25%	\$803.12
			Total Personnel Cost:	\$4,015.58
B. Supplies (Itemized such as trapping poles, office & field	supplies, etc.)			
Item 1			T	\$0.00
			Total Supplies Cost:	\$0.00
C. Other Items of Expense (Communications, IT Service	ces, Subcontractor, etc	c.)		
Item 1				\$0.00
		Total Other Ite	ems of Expense Cost:	\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	2.0	475.0	0.655	\$622.25
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
			Total Mileage Cost:	\$622.25
			Total JB Cost:	\$4,638.00
T / 1 / 1 / 1				
Total Agreement Amoun	t CDFA will reimbu	ırse for Core Jap	panese Beetle Cost:	\$3,733.58

#### California Department of Food and Agriculture Pest Detection County Agreements Core Japanese Beetle Personnel Worksheet FY 2023/2024

July 1, 2023 - June 30, 2024 Nevada County

Personnel Costs - Japanese Beetle (JB)							
Position Title	Hourly Wage	Hourly Benefit Amount Total Hourly Rate		Total Billable Hours to be Worked	Total Cost		
Detection Positions							
AGRICULTURAL TECHNICIAN	\$19.89	\$1.72	\$21.61	47.25	\$1,021.07		
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	0.00	\$0.00		
	Detection Total: 47.25						
			THWS	47.29			
Non-Detection Positions				C =			
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	31.00	\$2,191.39		
Non-Detection Total: 31.00							
Total JB Personnel Cost:							

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

<u>COMMENT:</u> Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

# California Department of Food and Agriculture Pest Detection County Agreements Core Spongy Moth Financial Plan FY 2023/2024 July 1, 2023 - June 30, 2024 Nevada County

		Sheet)	ction Trapping Hours (Total hours pulled from the Personnel Work S
		Work Sheet)	Detection Trapping Hours (Total hours pulled from Personnel Cos
Total Hours:			
total Personnel Cost:	Sub		
head: 25%	Ove		
Total Personnel Cost:			
		upplies, etc.)	upplies (Itemized such as trapping poles, office & field s
			1
Total Supplies Cost:			
	:.)	es, Subcontractor, etc	Other Items of Expense (Communications, IT Service
			1
ms of Expense Cost:	Total Other Ite		
			lileage
Mileage Rates	Est. Miles	# of Vehicles	
0.655	4,179.0	2.0	County Vehicles
0.000	0.0	0.0	State Vehicles
0.000	0.0	0.0	Rental Vehicles
Total Mileage Cost:			
Total SM Cost:			
st:	rhead: 29 Total Personnel Co  Total Supplies Co  ems of Expense Co  Mileage Rates 0.655 0.000 0.000  Total Mileage Co	Overhead: 2:	Overhead: 2: Total Personnel Consupplies, etc.)    Total Supplies Consupplies Consupplie

## California Department of Food and Agriculture Pest Detection County Agreements Core Spongy Moth Personnel Worksheet FY 2023/2024

July 1, 2023 - June 30, 2024 Nevada County

Perso	nnel Costs	- Spongy	Moth (SM)		
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions				-	
AGRICULTURAL TECHNICIAN	\$19.89	\$1.72	\$21.61	434.75	\$9,394.95
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	0.00	\$0.00
		D	etection Total:	434.75	\$9,394.95
	· · · · · ·		THWS	434.90	
Non-Detection Positions					
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	47.75	\$3,375.45
		Non-D	etection Total:	47.75	\$3,375.45
			Total SM P	ersonnel Cost:	\$12,770.40

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

<u>COMMENT:</u> Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

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

County:	NEVADA
Fiscal Year:	2023-2024

#### TRAPPING HOURS/YEAR WORKSHEET

#### TRAPPING SEASON for CORE PROGRAM

-	-			
	2	h	$\mathbf{a}$	

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4	weekly	servicings	3	2	biweekly	servicings		1	monthly se	ervicings	

Table 2 A: EFF

ADIC E / L. EI I					
Trap Type	# of traps	Х	serv/year	=	serv/year/trap
MF	16.00	Х	13.00	=	208.00
MP		Х		=	0.00
OF	10.00	Х	13.00	=	130.00
ML	8.00	Х	10.83	=	86.64
CP garden		Х		=	0.00
CP rural		Х		=	0.00
CP rural res.		Х		=	0.00
				Total:	424.64

NOTE: serv/year. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

		Servicings/year		Avg traps serve/hr	Hours/year		Hours/year plus 10 <sup>o</sup>	%
FF	TOTAL:	425	÷	2.95 =	144.09	x1.1(10%	158.50	
		(A)		(B)	(C)		(D)	

Table 2 B: SM and JB

Trap Type	# of traps	Х	serv/year	=	serv/year/trap
SM	197.00	Х	8.67	=	1,707.99
JB	12.00	Х	8.67	=	104.04
				Total:	1,812.03

NOTE: serv/year. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

	3	Servicings/year		Avg traps serve/hr	Hours/year		Hours/year plus 10%
SM	TOTAL:	1,707.99	÷	4.32 =	395.37	x1.1(10%	434.90
		(A)		(B)	(C)		(D)

JB TOTAL:  $104.04 \div 2.42 = 42.99 \times 1.1(10\% 47.29)$ (A) (B) (C) (D)

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.

Form 66-223

# California Department of Food and Agriculture Pest Detection County Agreements CalTrap Financial Plan FY 2023/2024 July 1, 2023 - June 30, 2024 Nevada County

A. Personnel Services - CalTrap				
				Billable Hours
Personnel Training Hours				4.00
Personnel Data Conversion Hours (if not billing for n	nanual or bulk entry)			0.00
			Total Hours:	4.00
		Subto	otal Personnel Cost:	\$184.60
		Overhead:	25%	\$46.15
		Tota	al Personnel Cost:	\$230.75
B. Data Conversion Costs (if not billing Section	n A. Personnel Se	rvices hours)		
		NO. OF SITES	COST PER SITE	COST
Data Conver	rsion Manual Entry	0	\$1.40000	\$0.00
Data Conve	\$0.00			
		Total Data	Conversion Cost:	\$0.00
C. Other Items of Expense				
		NO. OF ITEMS	COST PER ITEM	COST
	Additional iPad(s)	0	\$0.00	\$0.00
Additiona	l iPad Accessories	0	\$0.00	\$0.00
	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
Data Plan	\$45.00	6	2	\$540.00
Insurance/Warranty (Optional)	\$0.00	0	0	\$0.00
		Total Other Items	of Expense Cost:	\$540.00
1		Т	otal CalTrap Cost:	\$771.00
Total Agree	ement Amount CD	FA will reimburse	for CalTrap Cost:	\$771.00

COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

### California Department of Food and Agriculture Pest Detection County Agreements CalTrap Personnel Worksheet FY 2023/2024

July 1, 2023 - June 30, 2024 Nevada County

	Personnel (	Costs - CalT	rap		
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Training Positions					
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	2.00	\$141.38
AGRICULTURAL TECHNICIAN	\$19.89	\$1.72	\$21.61	2.00	\$43.22
		Tr	aining Total:	4.00	\$184.60
Converting Data to CalTrap Positions					
Position Title 1	\$0.00	\$0.00	\$0.00	0.00	\$0.00
	•	Data Conv	ersion Total:	0.00	\$0.00
		Tota	ıl CalTrap Pe	rsonnel Cost:	\$184.60

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

# California Department of Food and Agriculture Pest Detection County Agreements Additional European Pine Shoot Moth (EPSM) Financial Plan FY 2023/2024 July 1, 2023 - June 30, 2024 Nevada County

	The second secon	(EPSM)	T	Billable Hours
Detection Trapping Hours (Total hours pulled from the Personnel Wo	ork Sheet)			38.75
Non-Detection Trapping Hours (Total hours pulled from Personnel				21.25
	·		Total Hours:	60.0
		Sub	total Personnel Cost:	\$2,339.5
		Ove	rhead: 25%	\$584.8
		-	otal Personnel Cost:	\$2,924.4
B. Supplies (Itemized such as trapping poles, office & fie	old supplies etc.)			ΨΣ,024.4
Item 1	id supplies, etc.)			<b>***</b>
teni i			T-4-10	\$0.0
			Total Supplies Cost:	\$0.0
C. Other Items of Expense (Communications, IT Ser	vices, Subcontractor	; etc.)		
tem 1				\$0.0
		Total Other Ite	ms of Expense Cost:	\$0.0
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	202.0	0.655	\$132.3
State Vehicles	0.0	0.0	0.000	\$0.0
Rental Vehicles	0.0	0.0	0.000	\$0.0
			Total Mileage Cost:	\$132.3
				1,320
		Total Add	itional EPSM Cost:	\$3,057.0

## California Department of Food and Agriculture Pest Detection County Agreements Additional European Pine Shoot Moth (EPSM) Personnel Work Sheet FY 2023/2024

July 1, 2023 - June 30, 2024 Nevada County

Personnel Costs	- Additional	European	Pine Shoot N	/loth (EPSM)	
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
AGRICULTURAL TECHNICIAN	\$19.89	\$1.72	\$21.61	38.75	\$837.39
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	0.00	\$0.00
	Detection Total:				\$837.39
			THWS	38.69	
Non-Detection Positions					
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	21.25	\$1,502.16
		Non-Detection Total:		21.25	\$1,502.16
Total Additional Personnel Cost:					

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

<u>COMMENT:</u> Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

## California Department of Food and Agriculture Pest Detection County Agreements Additional European Grape Berry Moth (EGBM) Financial Plan FY 2023/2024 July 1, 2023 - June 30, 2024 Nevada County

A. Personnel Services - Additional European (	Grape Berry Motl	h (EGBM)			
				Billable Hours	
Detection Trapping Hours (Total hours pulled from the Personnel V				131.75	
Non-Detection Trapping Hours (Total hours pulled from Personne	21.00				
240			Total Hours:	152.75	
	\$4,331.61				
		Ove	rhead: 25%	\$1,082.90	
			otal Personnel Cost:	\$5,414.51	
B. Supplies (Itemized such as trapping poles, office & fi	eld supplies, etc.)				
Item 1				\$0.00	
	\$0.00				
C. Other Items of Expense (Communications, IT Se	rvices, Subcontracto	r, etc.)			
Item 1				\$0.00	
	\$0.00				
D. Mileage					
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost	
County Vehicles	1.0	1,147.0	0.655	\$751.29	
State Vehicles	0.0	0.0	0.000	\$0.00	
Rental Vehicles	0.0	0.0	0.000	\$0.00	
			Total Mileage Cost:	\$751.29	
				\$6,166.00	
	Total Additional EGBM Cost:				
Total Assessment Ass	ODEA:!!!		:::		
Total Agreement Ame	ount CDFA WIII re	impurse for Add	itional EGBM Cost:	\$6,166.00	

## California Department of Food and Agriculture Pest Detection County Agreements Additional European Grape Berry Moth (EGBM) Personnel Work Sheet FY 2023/2024

July 1, 2023 - June 30, 2024 Nevada County

Personnel Costs - Additional European Grape Berry Moth (EGBM)								
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost			
Detection Positions								
AGRICULTURAL TECHNICIAN	\$19.89	\$1.72	\$21.61	131.75	\$2,847.12			
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	0.00	\$0.00			
		De	etection Total:	131.75	\$2,847.12			
			THWS	131.74				
Non-Detection Positions								
AGRICULTURAL BIOLOGIST	\$40.56	\$30.13	\$70.69	21.00	\$1,484.49			
	Non-Detection Total: 21.00							
Total Additional EGBM Personnel Cost:								

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

<u>COMMENT:</u> Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

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

County:	NEVADA
Fiscal Year:	2023-2024

#### TRAPPING HOURS/YEAR WORKSHEET

#### TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Table	4
rabie	1

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EPSM						2	2	2				
EGBM				1	2	2	2	2	1			
	4	wookly	servicing		2	biweekly s	orginings		1	no o netholo i	servicings	

Table 2

Trap Type	# of traps	Х	serv/year	Ξ	serv/year/trap
EPSM	23.00	Х	6.50	=	149.50
EGBM	47.00	Х	10.83	=	509.01
		Х		=	0.00
		Х		=	0.00
				Total:	658.51

NOTE: serv/year. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

Table 3		Servicings/year/ trap		Avg traps s	erve/hr	Hours/year		Hours/year plus 10%
EPSM	TOTAL:	149.50	÷	4.25	=	35.18	x1.1(10%)	38.69
EGBM	TOTAL:	509.01	÷	4.25	=	119.77	x1.1(10%)	131.74
	TOTAL:	0	÷		=	0	x1.1(10%)	0.00
	TOTAL:	0 (A)	÷	(B)	=	0 (C)	x1.1(10%)	0.00 (D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.

Form 66-223

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.

#### PEST DETECTION TRAPPING GUIDELINES (#2)

#### No McPhail, North District, 6 months

#### Fiscal Year 2023-24

- 1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
- 2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
- 3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
- 4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
- 5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
- 6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
- 7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2023, and from June 15 through June 30, 2024, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
- Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at:
   <a href="https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf">https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf</a> unless other arrangements are agreed upon with PD/EP.

### PEST DETECTION/EMERGENCY PROJECTS FY 2023 / 2024 COMMITMENT FORM

AGRICULTURAL COMMISSIONER	COUNTY
Chris de Nijs	Nevada
DETECTION SPECIALIST	DATE
Tony Romero	8/8/2023

=

			Other COMMITMENT	Core a	nd Add	30-10A031-7230-03171	TOTAL COMMITMENT
TRAPPING				CORE		ADDITIONAL	
JACKSON TRAP - ME	DFLY	MF	0	16	1	0	16
McPHAIL TRAP		MP	0	0	1	0	0
JACKSON TRAP - OR	IENTAL FRUIT FLY	OF	0	10	/	0	10
JACKSON TRAP - ME	LON FLY	ML	0	8	1	0	8
CHAMP TRAP - Garde	n	CP	0	0	1	0	0
CHAMP TRAP - Rural		СР	0	0	1	0	0
CHAMP TRAP - Rural	Residential	CP	0	0	1	0	0
SPONGY MOTH		SM	0	197	1	0	197
JAPANESE BEETLE		JB	0	12	1	0	12
OTHER ADDITIONAL	Eurorpean Pine Shoot M	Лoth	0	0	1	23	23
	Eurorpean Grape Berry	Moth	0	0	1	47	47
			0	0	1	0	0
			0	0	1	0	0
6.71			0	0	1	0	0
			0	0	1	0	0
			0	0	Ť	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

# CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PEST DETECTION/EMERGENCY PROJECTS

# PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

#### January 2020

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).

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

#### **Types of Plants**

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

#### <u>Frequency</u>

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), spongy moth (SM), 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. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
  - c. JBs have a mounting-pin hole through the sternum.
- 3. Trap type QCP species correlation:

	TRAP	QCP
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.	SM	SM
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 SM, 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. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

- 5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
- 6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

#### Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day) - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

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

Statewide Trapping QC Coordinator:
Ana Nistor
AnaMaria.Nistor@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Ana Nistor

#### AnaMaria.Nistor@cdfa.ca.gov

#### Sample Submission

Routine QCP recoveries should <u>not</u> 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 replant 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  $\underline{not}$  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" ( $\underline{M}$ issed  $\underline{N}$ ot  $\underline{F}$ ault of  $\underline{T}$ rapper) 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. SM 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.

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

#### January 2022

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.
  - o Shovel contaminated material into a leak-proof container.
  - o 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 mixingloading 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:	July 1, 2023
Project Leader:	Chris de Nijs
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Nevada County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

#### Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

#### Part B

			Check
			Applicable
			Requirements
	<b>General Requirements</b>		
Conduct activity as described in Chapters 2	2 and 3 of PEIR		<b>✓</b>
Include applicable PEIR requirements in Co	ompliance Agreements with r	egulated entities,	
based on the activities the regulated entiti	es may conduct in response	to quarantine	
Ac	tivity 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	1
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	<b>√</b>
MP-SPRAY-7: Follow appropriate product storage procedures	1
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	1
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	<b>√</b>
MP-HAZ-2: Use safety and cleanup materials checklist	/
MP-HAZ-3: Implement decontamination	<b>/</b>
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	<b>✓</b>
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before	1
Beginning Proposed Program Activities at a Given Site	V
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials	1
investigations/ remediation for contamination health risks	Y
<b>Mitigation Measure HAZ-CHEM-1a</b> : 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	<b>✓</b>
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		h supporting documentation for determination, and CEQA ndum, as applicable
Step 3	Attac	h tiered CEQA document, and identify additional requirements that document

Confirmation of Implementation (following completion of activity)		
Project Leader Name:	Chris de Nijs	
Signature*:		
End Date:	June 30, 2024	

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

## **Attachment 1 - Tiering Strategy Checklist**

Start Date:	July 1, 2023
Project Leader:	Chris de Nijs
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Nevada County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

#### Part A

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

#### Part B

General F Conduct activity as described in Chapters 2 and 3 of Include applicable PEIR requirements in Compliance			Requirements
Conduct activity as described in Chapters 2 and 3 of	PEIR		
			2
Include applicable PEIR requirements in Compliance			$\checkmark$
	Agreements with r	egulated entities,	
based on the activities the regulated entities may co	onduct in response	o quarantine	
Activity Site	Specific Review		
	e 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	1
and in the correct quantities	<b>V</b>
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	<b>✓</b>
MP-SPRAY-7: Follow appropriate product storage procedures	<b>✓</b>
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	1
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	1
MP-HAZ-3: Implement decontamination	J
MP-HAZ-4: Follow appropriate disposal procedures	1
Mitigation Measures	V
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	1
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before	,
Beginning Proposed Program Activities at a Given Site	<b>√</b>
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	<b>✓</b>
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's	,
Authorized Chemical Application Scenarios	<b>✓</b>
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	Adde	h supporting documentation for determination, and CEQA ndum, as applicable	
Step 3		h tiered CEQA document, and identify additional requirements that document	

Confirmation of Implementation (following completion of activity)		
Project Leader Name:	Chris de Nijs	
Signature*:		
End Date:	June 30, 2024	

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

## **Attachment 1 - Tiering Strategy Checklist**

Start Date:	July 1, 2023
Project Leader:	Chris de Nijs
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Nevada County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

#### Part A

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

#### Part B

			Check
			Applicable
			Requirements
	<b>General Requirements</b>		
Conduct activity as described in Chapters 2	2 and 3 of PEIR		✓
Include applicable PEIR requirements in Co	ompliance Agreements with	regulated entities,	
based on the activities the regulated entiti	es may conduct in response	to quarantine	
Ac	tivity 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			

	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	1
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	<b>√</b>
MP-SPRAY-7: Follow appropriate product storage procedures	1
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	1
MP-GROUND-4: Enforce runoff and drift prevention	· ·
MP-HAZ-1: Implement a Spill Contingency Plan	1
MP-HAZ-2: Use safety and cleanup materials checklist	1
MP-HAZ-3: Implement decontamination	1
MP-HAZ-4: Follow appropriate disposal procedures	1
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	1
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before	,
Beginning Proposed Program Activities at a Given Site	<b>✓</b>
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	<b>✓</b>
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	<b>√</b>
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		h supporting documentation for determination, and CEQA ndum, as applicable
Step 3	Attac	h tiered CEQA document, and identify additional requirements that document

Confirmation of Impleme	ntation (following completion of activity)
Project Leader Name:	Chris de Nijs
Signature*:	
End Date:	June 30, 2024

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

Budget and Survey Quick Guide

**Pest Detection County Agreements** 

Budget summary guide of the fund source breakdown.

County: Nevada

FY: 23/24

Total Agreement Amount CDFA will reimbur \$ 34,957.00

		CC	RE Costs			А	dditional Costs	С	alTrap Costs	Total	%
Funding Sources	Fruit Fly	Sp	ongy Moth	J	apanese Beetle					TOtal	/0
Federal Funds	\$ 4,722.66	\$	4,977.51							\$ 9,700.17	27.75%
State Funds	\$ 1,574.22	\$	9,955.03	\$	3,733.58					\$ 15,262.83	43.66%
Unclaimed Gas Tax						\$	9,223.00	\$	771.00	\$ 9,994.00	28.59%
PD/EP Branch general funds	\$ -	\$	-	\$	-	\$	-	\$	=	\$ -	0.00%
CDFA Emergency Funds	\$ -	\$	-	\$	-	\$	-	\$	-	\$ -	0.00%
Totals	\$ 6,296.88	\$	14,932.54	\$	3,733.58	\$	9,223.00	\$	771.00	\$ 34,957.00	100%

The Total Agreement Amount CDFA will reimburse for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

County: Nevada

FY: 23/24

### **Budget and Survey Quick Guide**

Pest Detection County Agreements

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended

Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	rural res.	Total EFF	SM	JB	EPSM	EGBM				
Core	16		10	8				34	197	12						
Additional								0			23	47				
Other								0								
Total trap/site surveyed/Mo	16	0	10	8	0	0	0	34	197	12	23	47	0	0	0	0
Servicing/trap/Mo	2.17		2.17	2.17					2.17	2.17	2.17	2.17				
Servicings/Mo	34.7	0	21.7	17.4	0	0	0	73.78	427	26	49.9	102	0	0	0	0

Servicings/Mo	34.7	U	21.1	17.4	U	U	U	13.10	421	20	49.9	102	0 0
			TRAI	PPING	G SE	ASOI	N for	CORE	PROG	RAM			
Тгар Туре	Jan	Feb					Jul	Aug	Sep		Nov	Dec	
MF		<u> </u>	Γ	Ι	2	2	2	2	2	2			
MP													
OF					2	2	2	2	2	2			
ML						2	2	2	2	2			
CP garden													
CP rural													
CP rural res.													
SM						2	2	2	2				
JB						2	2	2	2				
Survey Type	Jan	TR Feb		AG SE				OITIONA Aug			ES Nov	Dec	
EPSM						2	2	2					
EGBM				1	2	2	2	2	1				
	4	week	dy serv	ricings		2	biwe	ekly serv	vicings		1	mont	hly servicings

SUBMIT MONTHLY TO:

cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

REMIT PAYMENT TO: (County Address)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

cdfa

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

	The second secon	
Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	From:	To:

Billing Period:	From:	10:
CORE Costs		

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	00:00	s
Non-Detection Activities	00.00	9
Indirect Rate	25%	9
Operating Expenses		€
Sub-Contracting Expenses		9
Mileage Expenses		ا ج
Grand Total	0.00	- \$

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	00.00	0.000	\$0.00
State Vehicles	00.00	0.000	\$0.00
Rental Vehicles	00.00	0.000	\$0.00
	Total Mileage Expenses:	e Expenses:	\$0.00

COMMENTS:

Invoice Month/Year:

Accounting use only:

Accounting use only:

PDEP Cou	PDEP County Agreements Required	Required
Trap Activity	%	Cost
	Core Cost	
Fruit Flies	%000.0	\$0.00
GM	%000.0	\$0.00
JB	0.000%	\$0.00
Total	7,0000	\$0 DD

Invoice Month/Year:

SUBMIT MONTHLY TO:

cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

# STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES

Pest Detection Emergency Projects Branch
1220 N STREET
Cdfa
SACRAMENTO CA 95814

	 77112 40013174
Agreement/Program Name:	
Agreement Number:	

Agreement Number:			
Agreement Amount:			
Date:			
County:			
Amount Billed to Date:			
Invoice #			
Revision Date:			
Billing Period:	From:	To:	

#### **Additional Costs**

	<u>Total Hours</u>	Total	al Costs	
Personnel Expenses		1		
Detection Activities	0.00	\$	-	
Non-Detection Activities	0.00	\$	-	
Indirect Rate	25%	\$	-	
Operating Expenses		\$	-	
Sub-Contracting Expenses		\$	-	
Mileage Expenses		\$	-	
Grand Total	0.00	\$	-	

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
	Total Mileage	e Expenses:	\$0.00

REMIT PAYMENT TO: (County Address)	Accounting use only:
For State Use Only	Accounting use only:

PDEP County Invoice Breakdown				
Trap Activity	%	Cost		
Ad	dditional Cost			
Fruit Flies	0.000%	\$0.00		
GM	0.000%	\$0.00		
JB	0.000%	\$0.00		
	0.000%	\$0.00		
	0.000%	\$0.00		
	0.000%	\$0.00		
	0.000%	\$0.00		
Total	0.000%	\$0.00		

#### COMMENTS:

COMMENTS:

			Invoice Month/Year:
SUBMIT MONTHLY TO:	cdfa.phpps_pdepb_cou	unty_invoices@cdfa.ca.gov	
DEPARTMENT OF FOO PLANT HEALTH AND PES' Pest Detection Emerg 1220 N		ICES colfa	Accounting use only:
greement/Program Name:			
greement Number:			A second transfer and transfer
greement Amount:			Accounting use only:
Pate:			. (
ounty:			
mount Billed to Date:			1.4
nvoice #			
levision Date:			
Billing Period:	From:	To:	
			1
CalTrap Costs			REMIT PAYMENT TO: (County Address)
	<u>Total Hours</u>	<u>Total Costs</u>	
ersonnel Expenses		,	
Training Hours	0	\$ -	
Data Entry Hours <sup>1</sup>	0	\$ -	
oata Conversion - Manual Entry <sup>2</sup>		\$ -	
oata Conversion - Bulk Upload <sup>3</sup>	Alexander Manual Control	\$ -	
Pad/iPad Expenses		\$ -	
ndirect Rate	25%	\$ -	
Grand Total	0	\$ -	
			Fox State Hos Only
Oata Conversion	No. of Sites Cost Per S	ite Cost	For State Use Only
<sup>2</sup> Data Conversion - Manual Entry	0.00 \$1.40	00 \$0.00	
<sup>3</sup> Data Conversion - Bulk Upload	0.00 \$0.63		
Pad/iPad Expenses			
	No. of Cost Per Devices Devise	Cost	
iPad	0.00 \$0.	00 \$0.00	
iPad Accessories	0.00 \$0.		
Data Plan	0.00 \$0.		
Insurance/Warranty (optional)	0.00 \$0.		
	tal iPad/iPad Expense		

<sup>&</sup>lt;sup>12 or 3</sup> - County can only bill for 1 of the 3 data conversion hour costs listed. Please see the corresponding superscript notation above. Also reference the executed agreement for allowable CalTrap expenses.

"COUNTY LETTERHEAD" INVOICE Attachment H

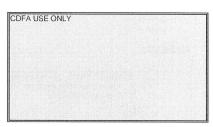
#### California Department of Food and Agriculture

## Pest Detection Program Budget Period FY 2022/2023

Email invoices to: cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

Date:	
County:	
Agreement No:	
Invoice No:	
Billing Period:	
Revision Date:	

Trap Activity Percer	ntage Am	ount
C	ore Cost	
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Add	itional Cost	
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Other traps	0%	\$0.00
Totals	0%	\$0.00



		Totals	0%	\$0.00			
A.	Personnel						
	Detection Trappers						
	Employee Name <u>Title</u>				Hours	Hourly Rate *	Total
1					0.00	\$0.00	\$0.00
2					0.00	\$0.00	\$0.00
4					0.00	\$0.00	\$0.00
5					0.00	\$0.00 \$0.00	\$0.00 \$0.00
6					0.00	\$0.00	
7					0.00	\$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
11					0.00	\$0.00	\$0.00
12					0.00	\$0.00	\$0.00
13					0.00	\$0.00	\$0.00
14					0.00	\$0.00	\$0.00
15					0.00	\$0.00	\$0.00
16					0.00	\$0.00	\$0.00
17					0.00	\$0.00	\$0.00
18					0.00	\$0.00	\$0.00
19					0.00	\$0.00	\$0.00
20					0.00	\$0.00	\$0.00
21					0.00	\$0.00	\$0.00
22					0.00	\$0.00	\$0.00
23					0.00	\$0.00	\$0.00
24					0.00	\$0.00	\$0.00
25					0.00	\$0.00	\$0.00
	Non-Detection Trappers				Dete	ection Salary Subtotal:	\$0.00
	Employee Name Title				Hours	Hourly Rate *	Total
1	<u> </u>				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
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
11					0.00	\$0.00	\$0.00
12					0.00	\$0.00	\$0.00
13					0.00	\$0.00	\$0.00
14					0.00	\$0.00	\$0.00
15					0.00	\$0.00	\$0.00
	* The Hourly Rate must include Hourly Wage and	Renefit Pate			Non-Detec	tion Salary Subototal:	\$0.00
	The Hourry Nate must include Hourry Wage and	bellelli Kale				Personnel Subtotal:	\$0.00
	** Overhead percent is editable, must not exceed	25%			Overhead**	0%	\$0.00
	parameter parameter and an activity of the control	2070				Personnel Total:	\$0.00
						r croomicr rotal.	ψ0.00
B.	Supplies (Itemized such as: trapping poles, off	ice & field supp	olies, etc.)				Total
1							\$0.00
2							\$0.00
3							\$0.00
4	N						\$0.00
						Supplies Total:	\$0.00
C.	Subcontractor Title/Des	cription			Hours	Hourly Rate	Total
1							\$0.00
2							\$0.00
3							\$0.00
4	Processing the control of the contro						\$0.00
						Subcontractor Total:	\$0.00
	Vehicle Operations			24	Mileage	Rate ***	Total
	State				0.00	\$0.000	\$0.00
2	County				0.00	\$0.000	\$0.00
3	Rental Vehicles				0.00	\$0.000	\$0.00
4	Other				0.00	\$0.000	\$0.00
	*** Mileago vator, Must not avoid the Federal	Mileane Data				Vehicle Total:	\$0.00

<sup>\*\*\*</sup> Mileage rates: Must not exceed the Federal Mileage Rate

Other Items of Expense (e.g., communications, IT services, Travel)				Total
Management in Angelin and Control and Cont				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Other Total:	\$0.00
Remit payment to:			Invoice Total Cost:	\$0.00
Contact Person				
Mailing Address				
Contact Phone No				
Contact Email				
COMMENTS:				
Green = Fillable cells to be com	poleted by the County			

Green = Fillable cells to be completed by the County.
Purple = Subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = Instructions.

E.

# "COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE FY 2020 - 22 Pest Detection CalTrap

INVOICE

1/25/22

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

Date: County: Agreement No: Invoice No: Billing Period: Revision Date: Approval Stamp: CDFA USE ONLY

#### A. PERSONNEL

	SALARY - Training			HOURLY F	RATE
	Employee Name	<u>Title</u>	НО	URS w/o BENE	FITS COST
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
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	
11			0	.00 \$0.00	\$0.00
12			0	.00 \$0.00	\$0.00
13			0	.00 \$0.00	\$0.00
14			0	.00 \$0.00	\$0.00
15			0	.00 \$0.00	\$0.00
16			0	.00 \$0.00	\$0.00
17			0	.00 \$0.00	\$0.00
18			0	.00 \$0.00	\$0.00
19			0	.00 \$0.00	\$0.00
20			0	.00 \$0.00	\$0.00
21			0	.00 \$0.00	\$0.00
22			0	.00 \$0.00	\$0.00
23			0	.00 \$0.00	\$0.00
24			0	.00 \$0.00	\$0.00
25			0	.00 \$0.00	\$0.00
			-	SALARY SUBT	<b>FOTAL:</b> \$0.00

	BENEFIT		BENEFIT
<u>BENEFITS</u>	RATE %	SALARY	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
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
16	0.0000%	\$0.00	\$0.00
17	0.0000%	\$0.00	\$0.00
18	0.0000%	\$0.00	\$0.00
19	0.0000%	\$0.00	\$0.00
20	0.0000%	\$0.00	\$0.00
21	0.0000%	\$0.00	\$0.00

33 700		10					00
At:	ta	cł	n	ne	n	t I	⊢

	0.0000% 0.0000% 0.0000%	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
	0.0000%	\$0.00	\$0.00
		ENEFIT SUBTOTAL:	\$0.00
SALARY - Data Conversion Personell Costs		HOURLY RATE	
Employee Name Title	HOURS	w/o BENEFITS	COS
	0.00	\$0.00	\$0.0
	0.00	\$0.00	\$0.0
	0.00	\$0.00	\$0.0
	0.00	\$0.00	\$0.0
	0.00	\$0.00	\$0.0
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	0.00	\$0.00	\$0.
	S	ALARY SUBTOTAL:	\$0.0
	BENEFIT		BENEFIT
<u>BENEFITS</u>	RATE %	SALARY	COST
<u>BENEFITO</u>	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.0
	0.0000%	\$0.00	\$0.
	В	ENEFIT SUBTOTAL:	\$0.
			OVERHEA
	SALARIES	BENEFITS	COST*
0 % Overhead (Not to exceed 25%)	\$0.00 \$0.00		\$0
	TOTAL I	PERSONNEL COST:	\$0.
Date Comments Coate (Manual and Dull) and Oneseting Forestee			
Data Conversion Costs (Manual and Bulk) and Operating Expenses  Item	NO. OF SITES*	COST PER SITE	СО
Data Conversion - Manual Entry	0.00	\$1,4000	\$0
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0 \$0
Butta Golffold Saint Geroda			
'D . I		COST PER DEVICE	CO
iPad	0.00	\$0.00	\$0
iPad Accessories	0.00 \$0.00		\$0.
Data Plan	0.00 \$0.00		\$0.
Insurance/Warranty (optional)	0.00	\$0.00	\$0
	TOTAL	SECTION B COSTS:	\$0.
*This is the number of sites successfully uploaded to CalTrap with confirmation f	from the database administra	ator.	
- · · · · · · · · · · · · · · · · · · ·			
		ITHLY INVOICE:	\$0.

 $\phi = \tilde{C}_{\gamma_1} - \omega$ 

COMMENTS:

Remit payment to:
Contact Person Mailing Address
Contact Phone No
Contact Email