State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0507-000-SG

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF HUMBOLDT

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $25,241.84

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

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF HUMBOLDT

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
5630 S Broadway Street, Eureka, CA 95503-6905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

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EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipient will perform high risk pest exlcusion inspections and enforcement activities per Food and Agricultural Code (FAC) 2282.5. These activities are front line defense in protecting the state from exotic and invasive species that threaten the agricultural industry.

Project Title: High Risk Pest Exclusion

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Shadi Moscouplos	Name:	Weylan Shaw
Division/Branch:	PHPSS / Pest Exclusion	Organization:	County of Humboldt
Address:	1220 N Street	Address:	5630 S Broadway Street
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Eureka, CA 95503-6905
Phone:	916-531-5747	Phone:	707-441-5266
Email Address:	shadi.moscouplos@ cdfa.ca.gov	Email Address:	agcommissioner@ co.humboldt.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kapua Kahumoku	Name:	Sean Quincy
Division/Branch:	PHPSS / Pest Exclusion	Organization:	County of Humboldt
Address:	1220 N Street	Address:	825 5th Street
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Eureka, CA 95501
Phone:	916-628-0425	Phone:	707-445-7226
Email Address:	kapua.kahumoku@ cdfa.ca.gov	Email Address:	squincy@co.humboldt.ca.us

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	Paula Lourenzo
Organization:	County of Humboldt
Address:	5630 South Broadway
City/State/Zip:	Eureka, CA 95503
Phone:	707-441-5260
Email Address:	plourenzo2@co.humboldt.ca.us

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

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

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

2. **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 provision*s* 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 breaching party has 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 IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable 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.

SCOPE OF WORK

County High Risk Pest Exclusion Program
July 1, 2024 - June 30, 2025

The county agrees to perform County High Risk Pest Exclusion Program enforcement and inspection activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5 (**Appendix A**) and
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303 (**Appendix A**) and
3. FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401 and 6403 (**Appendix A**).

This contract is inclusive of the county's contract to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key actions to be conducted under this contract include:

SECTION 1: PERSONNEL ACTIVITIES

- **a. Pest Exclusion Inspections**
  - **i. Air Freight/Air Freight Forwarded**
  - **ii. Nursery Stock**
  - **iii. Parcel Terminals**
  - **iv. Additional Pathways**
- **b. Data Entry/Sample Submission**
  - **i. PDR**
  - **ii. PEIM**
- **c. Circumstantial Notification**

SECTION 2: NON-PERSONNEL

- **a. Supplies/Equipment**
- **b. Vehicle/Mileage**

SECTION 3: REPORTING/INVOICING

- **a. Monthly Activity Report (Report 4a)**
- **b. Invoicing/Reimbursement**
  - **i. Allowable Costs**
  - **ii. Monthly Activity Report Required for Reimbursement**
  - **iii. Hourly Rate(s) on Invoices**
  - **iv. Personnel on Invoice Must Match Work Plan**
  - **v. Documentation**
  - **vi. Submission of Monthly Invoice**

SECTION 1: PERSONNEL ACTIVITIES

a. Pest Exclusion Inspections

The county agrees to perform pest exclusion inspection activities for the pathways listed below (i-iv) targeting all federal, foreign, and state quarantine pests. The county also agrees to perform inspection activities targeting all state and federal actionable pests including insect species, diseases, or other organisms that may adversely affect agriculture and the economy of the State.

This contract is inclusive of pest exclusion inspections of the following pathways:

i. **Air Freight/Air Freight Forwarded** (detailed in **Appendix B**)
ii. **Nursery Stock** (detailed in **Appendix C**)
iii. **Parcel Terminals** (detailed in **Appendix D**)
iv. **Additional Pathways** (detailed in **Appendix E**)

b. Data Entry/Sample Submission

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

i. **Pest and Damage Record (PDR)**
County must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The county must complete an electronic copy of a PDR on CDFA's Extranet at (http://phpps.cdfa.ca.gov/user/frmLogon2.asp). A hard copy of the PDR must accompany the samples to the PPDC.

"HR-High Risk Pest Exclusion" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

ii. **Pest Exclusion Information Management (PEIM)**
The county must complete a Notice of Rejection (NOR) using the PEIM system available on the CDFA Extranet (http://phpps.cdfa.ca.gov/user/frmLogon2.asp). The "High Risk" program must be selected on all NORs.

c. Circumstantial Notification

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

i. County must report detection of live suspect Tephritid fruit fly larvae to Pest Exclusion within 24 hours.

ii. County must use the USDA/SITC Referral Form (SO-155) report interceptions that involve significant federal quarantine violations associated with citrus and/or federally actionable pest situations involving foreign origin material available at http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/S0-155USDASITCFORM.pdf.

iii. County must notify an Interior Pest Exclusion Environmental Scientist or a Senior Environmental Scientist by phone at (916) 654-0312 regarding the interception of pests subject to a State Exterior Quarantine or Federal Domestic Quarantine.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment
Supplies and equipment are not reimbursable under this contract.

b. Vehicle/Mileage
Vehicle costs and mileage are not reimbursable under this contract.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

a. Monthly Activity Report (Report 4a)
The county must utilize the online County Monthly Reporting system (https://secure.cdfa.ca.gov/egov/crs/login.aspx) to submit a Monthly Activity Report for the County High Risk Pest Exclusion Program. Monthly Activity Reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Sonia Hayden at sonia.hayden@cdfa.ca.gov or by calling (916) 654-0312.

b. Invoicing/Reimbursement
The county must submit monthly an itemized invoice using the provided template (**Appendix F**), on county letterhead, and submit to the CDFA no later than 30 days after the end of the coinciding reporting period. Incomplete or incorrectly filled out invoices will no longer be accepted and returned to county for corrections prior to processing.

i. Allowable Costs
All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting County High Risk Pest Exclusion Program related activities.

ii. Monthly Activity Report Required for Reimbursement
Invoices will not be submitted for reimbursement until submission of the online Monthly Activity Report for the invoicing period has been entered by the county and verified by CDFA (see Section 3a. Monthly Activity Report above). Monthly Activity Report hours must match invoice hours and must be in funded pathways before invoices will be submitted for reimbursement.

iii. Hourly Rate(s) on Invoices
Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. Personnel on Invoice Must Match Work Plan
Invoices must reflect work performed by individuals or classifications listed on the work plan. County may select to subcontract with Cooperative Agricultural Staff Services (CASS) to conduct work outlined in this "Scope of Work".

v. Documentation
Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA but must be retained by the county and must be made available for audit purposes.

vi. Submission of Monthly Invoice
Send County High Risk Pest Exclusion Program monthly invoice via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov. Questions about invoicing and/or reimbursement can be directed to Sonia Hayden at sonia.hayden@cdfa.ca.gov or by calling (916) 654-0312.

County High Risk Pest Exclusion Program
Appendix Index

Appendix A ..... FAC 2282.5, 6303, 6401, 6403

Appendix B ..... Air Freight/Air Freight Forwarded Inspection Guidelines

Appendix C ..... Nursery Stock Inspection Guidelines

Appendix D ..... Parcel Terminals Inspection Guidelines

Appendix E ..... Additional Pathways Guidelines

Appendix F ..... Monthly Invoice Template

FOOD AND AGRICULTURAL CODE
SECTION 2282.5

(a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.

(b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars ($5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:

(1) The number of high-risk plant shipments entering each county.
(2) The number of high-risk entry points in each county.
(3) The number of state action quarantine pests intercepted or detected annually in each county.
(4) The work hours expended by each county in conducting exclusion of high-risk pests.
(5) The rate of interceptions and rejections per inspection activity.

(c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.

(d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

FOOD AND AGRICULTURAL CODE
SECTION 6303.

(a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.

(b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.

(c) Diversion of a shipment as described in subdivision (b) is unlawful.

(d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

FOOD AND AGRICULTURAL CODE
SECTION 6401.

It is unlawful for any person to transport, receive, or import into the state any plant or anything against which a quarantine has been established, or any plant, unless he does both of the following:

(a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.

(b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

FOOD AND AGRICULTURAL CODE
SECTION 6403.

The officer who makes the inspection may enter at any time into any conveyance or place within the state where the plant or thing is located to ascertain whether it is, or is liable to be, infested or infected with any pest.

INSPECTION GUIDELINES FOR AIR FREIGHT/AIR FREIGHT FORWARDED

The county will perform pest exclusion activities approved by the CDFA as described below for Air Freight/Air Freight Forwarded.

Definitions:

- **Air Freight:** Air cargo shipments of plant material inspected at an airport facility.

- **Air Freight Forwarded:** Any shipment that entered the state via air freight and was forwarded to the destination county under a warning hold notice (blue tag), by compliance agreement authorization, or other shipments that were not previously inspected and released.

Pest exclusion activities of Air Freight/Air Freight Forwarded may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking shipments for quarantine compliance.
3. Rejecting shipments that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes; the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

INSPECTION GUIDELINES FOR NURSERY STOCK

The county will perform pest exclusion activities approved by the CDFA as described below for nursery stock.

Definitions:

- **Nursery Stock:** Nursery stock shipments that arrive under warning hold notice (008) from Florida, Hawaii, and southern states*. All shipments will have entered California via truck through a border station or via ship and then trucked from the port to the destination. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy-winged sharpshooter.

Pest exclusion activities of nursery stock may include, but are not limited to the following:

1. Reviewing invoices and warning hold notices for content origin/destination.
2. Checking shipping documents for quarantine compliance.
3. Rejecting shipments that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes, the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including and/or repeat certification violations.
8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

**Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported Fire Ant.*

INSPECTION GUIDELINES FOR PARCEL TERMINALS

The county will perform pest exclusion activities approved by the CDFA as described below for parcel terminals.

Definitions:

- **Parcel Terminals**: FedEx (Express and Home Delivery only), United Parcel Service (UPS), and United States Postal Service (USPS) facilities in your county.
  *Inspections of parcels forwarded from terminals to nurseries are included under this pathway

Pest exclusion activities for parcel facility inspections may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking parcels for quarantine compliance.
3. Rejecting parcels that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.
10. Parcel Call Center activities, including counties interacting with the parcel call center for inspection consent on USPS packages.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

INSPECTION GUIDELINES FOR ADDITIONAL PATHWAYS

The county will perform pest exclusion activities approved by the CDFA as described below for additional pathways.

Definitions:

Additional Pathways:

- Beehives – inspections of beehives that do not include Bee Safe Program activities
- Facilities and Properties – inspections of recreation vehicle (RV) parks and other recreational properties/facilities
- Grain – inspections of grain and storage facilities as described in CCR 3556, and inspections of mills/storage facilities inspections of grain that may host high risk pests
- Hay 008 – inspections of hay shipments that arrive under warning hold notice (008)
- Other Parcel – inspections conducted at Amazon, CA Overnight, DHL, FedEx Ground, GLS/GSO, or OnTrac
- Post Entry – inspection of facilities and growing grounds receiving post entry quarantine material to ensure compliance with importing requirements
- Roadside Vendors – inspections of independent vendors selling agricultural products by or near public roads
- Seed 008 – inspections of seed shipments that arrive under warning hold notice (008)
- Special Survey - Pest Exclusion inspection activities involving survey of quarantine pests detected in interstate and international transit, as approved by CDFA
- Specialty Warehouse/Markets – inspections conducted at warehouses/markets that cater towards a given community
- Spongy Moth – inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the Federal Domestic Spongy Moth Quarantine
- Spotted Lanternfly – inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the State Exterior Spotted Lanternfly Quarantine
- Swap meets/Flea Markets – inspections conducted at multiple independent vendors at one location
- Truck – inspections of interstate plant shipments not from Florida, Hawaii, or southern states*

Pest exclusion activities for Additional Pathways inspections may include, but are not limited to, the following:

1. Reviewing invoices for content origin/destination.
2. Checking agricultural products, shipments, material, or means of conveyance for quarantine compliance.
3. Rejecting agricultural products, shipments, or material that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection and pest risk associated with the type(s) of plant material).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.

7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

** Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported fire ant.*

COUNTY LETTERHEAD

Appendix F

SUBMIT MONTHLY TO: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

REMIT PAYMENT TO: (County Information)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)
1220 N STREET
SACRAMENTO CA 95814

Accounting use only:

Agreement Name:	High Risk Pest Exclusion Program
Agreement Number:	
Agreement Amount:	

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

Date:	
County:	
Amount Billed to Date	
Invoice #	
Billing Period:	**From:** **To:** (Example: From Jan 1, 20XX To Jan 31, 20XX)

PERSONNEL COSTS ***Month :***

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1					0.00%	$ -	$ -	$ -
2						$ -	$ -	$ -
3						$ -	$ -	$ -
4						$ -	$ -	$ -
5						$ -	$ -	$ -
6						$ -	$ -	$ -
7						$ -	$ -	$ -
8						$ -	$ -	$ -
9						$ -	$ -	$ -
10						$ -	$ -	$ -
		TOTALS	0	$ -	0%	$ -	$ -	$ -

Total Amount Due: **$0.00**

COMMENTS:

*** Hourly Rate must include Hourly Wage and Benefit Rate.**
**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**
***** Mileage rates: County vehicle = Not to exceed $0.655 per mile.**
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.

High Risk Pest Exclusion Program
County Work Plan
FY 2024/2025
July 1, 2024 through June 30, 2025

County: Humboldt
Agreement Manager: David Juliano

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit[3]	Total Estimated Hours/Year	Cost per Pathway[4]	
Parcel	2	79	1.4	221.20	$ 20,377.72	
Air Freight				0.00	$ -	
Nursery Stock	8	2	1.3	20.80	$ 1,916.17	
Additional Pathways	7	2	1.2	16.80	$ 1,547.67	
Administrative Support[7]				15.20	$ 1,400.28	
			Total Hours[1]**:**	**274.00**	**$ 25,241.84**	**:Estimated Cost**[5]
			Estimated Annual Cost[2]**:**	**$25,241.84**	**92.12350365**	**:Total Cost per Hour**[6]

The Personnel Cost Worksheet must be submitted with work plan.

[1] Total Hours must match the "*Total Hours*" on the personnel cost worksheet.
[2] Estimated Annual Cost must match the "*Estimated Annual Cost*" on the personnel cost worksheet.
[3] In addition to inspections, estimated hours/visit for each pathway may also include data entry, sample submissions, and reviewing advisories.
[4] Cost Per Pathway will calculate out once the "*Total Hours*" and "*Estimated Annual Cost*" are completed.
[5] Estimated Cost should calculate out to match the "*Estimated Annual Cost*".
[6] "*Total Hours*" is divided by the "*Estimated Annual Cost*" to equal the Total Cost Per Hour.
[7] Administrative Support includes completing Monthly Activity Report 4a and monthly invoicing.

High Risk Pest Exclusion Program
County Personnel Cost Worksheet
FY 2023/2024
July 1, 2024 through June 30, 2025

County: Humboldt

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Senior Agricultural Inspector	$46.89	$27.63	$74.52	249	$18,555.48
Senior Agricultural Inspector	$42.64	$30.69	$73.33	12	$879.96
Executive Secretary	$37.85	$20.46	$58.31	13	$758.03
Title 4	$0.00	$0.00	$0.00	0	$0.00
Title 5	$0.00	$0.00	$0.00	0	$0.00
			Total Hours/Cost[1]:	274	$20,193.47
			Insert Overhead Cost Percentage[2]:		25%
			Estimated Annual Cost[3]:		$25,241.84

The work plan must be submitted with the personnel cost worksheet.

[1] Total Hours must match the "*Total Hours*" on the work plan.
[2] Overhead Cost Percentage must not exceed 25%.
[3] Estimated Annual Cost must match the "*Estimated Annual Cost*" on the work plan.