

**UNIVERSITY REIMBURSEMENT AGREEMENT
(MONTEREY COUNTY)**

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Department of Agriculture and Natural Resources (University) and its Statewide Integrated Pest Management Program (UC IPM) and MONTEREY COUNTY (Contractor). and its County Agricultural Commissioner (CAC).

The parties agree as follows:

1. Services.

- A. UC IPM shall provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures, and Assist with and review the county's ISHB trapping program.
- B. CAC shall Hire and train personnel as needed, provide and maintain trapping vehicles, ensure that supervisors and trapping personnel attend training provided, ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), as further described in Exhibit A.

The detailed description of the work to be performed is set forth in "Scope of Work", attached hereto and made a part hereof as "Exhibit A".

- 2. Term. The term of this agreement shall be from the date of last signature below continuing through 3/31/22.
- 3. Reimbursement by University. In consideration of the services described in Exhibit A and upon invoice from CAC, University shall reimburse Contractor as described in Exhibit A. The total shall not exceed \$10,763.
- 4. Independent Contractor Status. The Contractor who provides the services described in Section 1 to University is not an agent or Contractor of University and will not be covered by University's workers' compensation insurance or unemployment insurance nor shall Contractor be entitled to any other University benefit. Contractor shall remain an Contractor of CAC.
- 5. Termination. This agreement may be terminated by either party upon thirty (30) working days' written notice to the other party. If this agreement is terminated at any time during its term, CAC shall be reimbursed for all completed services rendered up to and including its last day of service. Any cost associated with non-cancellable obligations will be split between parties. University reserves the right to determine what shall be deemed completed services.
- 6. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

7. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or Contractors.

8. Insurance. CAC warrants that it shall maintain during the term hereof policies of insurance containing the coverages and minimum limits described in the following subsections or program of self-insurance to satisfy requirements. Such coverages shall provide for thirty(30) days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections 8.1. and 8.2. must name "The Regents of the University of California" as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. Contractor shall provide University with a certificate of insurance evidencing the insurance requirements.

8.1. General Liability: Comprehensive or commercial form general liability insurance. If this insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

- a. Each occurrence \$1,000,000.00
- b. Products/completed operations aggregate \$2,000,000.00
- c. Personal and advertising injury \$1,000,000.00
- d. General Aggregate \$2,000,000.00

8.2. Business Automobile Liability: Business automobile insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.

8.3. Workers' Compensation: Workers' compensation insurance as required by California law.

9. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

UNIVERSITY
Paul Zhukotansky
Business & Revenue Contracts
University of California
260 Cousteau Pl. Ste. 150
Davis, CA 95618
E-mail: pzhuk@ucdavis.edu

COUNTY
Enter Contact Name
Enter Department
Enter Address
Enter Address
Enter Address
E-mail: enter e-mail address

UC IPM
Jeri Hansen
UC ANR Pest Management Program
1 Shields Ave
Davis, CA 95616
E-mail: jghansen@ucanr.edu

10. Applicable Law. This agreement shall be construed pursuant to California law.
11. Use of Names. Either party shall not use the name of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party.
12. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the Contractor, agent, representative, or sponsor of the other in their relationship under this agreement.
13. Force Majeure. Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics (including but not limited to COVID-19), quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather.
14. Federal Exclusion Warranty. CAC warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.gov>). This agreement shall be subject to immediate termination in the event that CAC is excluded from participation in any federal healthcare or procurement program.
15. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

MONTEREY COUNTY
or tap here to enter text.

THE REGENTS OF THE Click
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Procurement and Contracting Services
UC Davis

Print name: _____

Title: _____

Date: _____

Date: _____

Approved as to form
Leslie J. Girard, County Counsel

By: Mary Grace Perry, Deputy County Counsel
C83342707AC641A...

4/15/2021 | 1:51 AM PDT

Date: _____

Exhibit A
SCOPE OF WORK

**SPECIFICATIONS FOR STATE-COUNTY
INVASIVE SHOT-HOLE BORERS PROGRAM GRANT**

Fiscal Years 2020 - 2022

Effective Dates: TBD to March 31, 2022

AGENCY RESPONSIBILITY

The University of California Statewide Integrated Pest Management Program (UC IPM) shall:

- A. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- B. Assist with and review the county's ISHB trapping program.

The County Agricultural Commissioner (CAC) shall:

- A. Ensure that supervisors and trapping personnel attend training provided.
- B. Ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), Attachment 1.
 - 1. Ensure that a copy of the current version of the EDRRG is kept in each trapper's vehicle for reference.
 - 2. Should there be a discrepancy between the Scope of Work or the enclosed EDRRG, the Scope of Work shall supersede the EDRRG.
- C. Place and service as many Elm Beetle Sticky Traps or Lindgren funnel traps as feasible at identified High Risk Sites spread at approximately one-mile intervals throughout the County.
 - 1. Trapping will be conducted by CAC office in high risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas they deem necessary) from March to October or when temperatures reach 68°F:
 - Elm leaf beetle panel white sticky panel traps or Lindgren funnel traps should have a Quercivorol lure attached to them. Lindgren funnel trap serviced every two weeks, white sticky traps serviced once a month.
 - Quercivorol lure lasts four weeks.
 - Do NOT hang traps in or under tree canopies, in areas exposed to high winds or where traps may get wet.
 - Suspect beetles will be screened and selected by county personnel and submitted to the California Department of Food and Agriculture (CDFA), Plant Pest Diagnostics Laboratory to identify the beetle morphologically to *Euwallacea sp.* (ISHB).

- D. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid (reference <http://mapscdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and Geographic Information System (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. White Elm Beetle sticky panel trap - full trap number, placement date, and trapper's initials on backside when placing; note servicing dates on outside non-sticky margins.
- E. Maintain or add trapping data to Daily Trapping Summary (DTS) (Form 60-210) for each trapper, **Attachment 2**. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. All DTS forms must be kept on file, for the CDFG/UC IPM Audits Office, for three years.
- F. Complete a monthly ISHB Report, documenting all traps deployed, added, removed, and serviced during the month, **Attachment 3**. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.
- G. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- H. Provide trapping data to ISHB trapping and survey coordinator using the Survey 123 form provided by UC IPM or a form containing the same fields. Submit data to ISHB survey and trapping coordinator, Hannah Vasilis at hvasilis@ucanr.edu
- K. Allow UC IPM or CDFG personnel to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- L. Submit invoices, **Attachment 4**, along with the Report Number monthly by postal mail or e-mail to:

Ashley Carr
UC IPM
2801 Second Street
Davis CA 95618
ashcarr@ucanr.edu

1. Submit monthly invoices and corresponding ISHB Report no later than 30 days past the end of the month in which the invoiced activity occurred to both UC IPM and to the ISHB Survey and Trapping Coordinator. Reimbursement will not occur unless the ISHB Report is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. The invoice must contain the following:
 - a. County name
 - b. Remit to address
 - c. Date of submittal
 - d. Invoice number
 - e. Agreement name
 - f. Agreement number
 - g. Billing period
 - h. Allowable itemized charges as listed on the Financial Plan: Trapping data (attachment 2), number of traps, trap locations,
4. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement.
5. Please do not use dark highlights. Dark highlights may make the numbers illegible and the invoice unacceptable to the UC Davis Procurement Services.
6. Payment will be made monthly, in arrears, upon receipt of the ISHB Report and approval of the invoice.
7. Please note that UC IPM cannot reimburse for more than the total agreement amount. However, the County should continue to send monthly invoices even if the fiscal year agreement funds are depleted.

Attachment - 1

Early Detection and Rapid Response Guidelines

Table VII. Trapping protocols by location type.

Priority Survey Area	Trapping Protocol
Counties on Leading Edge of Infestation	The trapper will deploy individual white sticky traps and querciverol lures at approximately one-mile intervals along the infestation frontier within each county, targeting high-risk sites. Traps will be serviced March - October at greenwaste and firewood sites as beetles are expected to leave cut wood during favorable weather conditions. For the remaining sites, the surveyor will check traps either March - October or within one selected month twice per year (February - April and September - October). For the latter, trapping cycles will be adjusted to coincide with optimum temperatures for beetle flight patterns in the area. To save materials, the trapper will check traps at week two and check and replace traps and lures when they expire at week four. The trapper will conduct surveys either on biweekly or monthly intervals.

Trapping in Riparian Corridors and Natural Areas

Option 1: Three 0.1-acre plots per acre of continuous riparian host area.

1. Deploy one trap per plot (trap can be placed at an optimal place within the plot-it does not have to be located at plot center).
2. If trap yields a positive ISHB find proceed with a visual survey:
 - a. Locate and record plot center and divide plot into quadrants
 - b. Identify box elder in quadrants and perform a visual survey on stems >5" DBH (diameter at breast height) as well as castor bean plants older than two years, recognizable by woody bark.
 - c. If box elder is not present in the plot, perform a visual survey of all stems >5" DBH of 15 most susceptible host species.

STATE OF CALIFORNIA

DAILY TRAPPING SUMMARY

COUNTY _____

NAME: _____

DATE: _____

ROUTEBOOK

>

TRAP TYPE	DAILY SERVICING			TRAPS IN SERVICE			
	SERVICED	RELOCATED	TOTAL	PDT	PLACED (+)	REMOVED (-)	TOTAL IN SERVICE
ISHB							
TOTAL							

COMMENTS: _____

SERVICED..... mAPS SERVICED BUT NOT RELOCATED.
 RELOCATED..... TRAPS SERVICED AND RELOCATED
 PDT....." PREVIOUS DAY'S TOTAL OF ALL TRAPS, OF THAT TYPE, THAT ARE IN SERVICE IN YOUR ROUTE.
 PLACED(+)..... ANY TRAP THAT WILL ADD TO THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE.
 THIS INCLUDES NEW PLACEMENTS AND TRAPS GIVEN TO YOU FROM ANOTHER TRAPPER. REMOVED
 (-)..... ANY TRAP THAT WILL SUBTRACT FROM THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR
 ROUTE. THIS INCLUDES REMOVALS, LOST OR MISSING TRAPS NOT REPLACED AND TRAPS GIVEN
 FROM YOU TO ANOTHER TRAPPER.
 TOTAL IN SERVICE. a ADD TO OR SUBTRACT FROM PDT; THIS INDICATES THE TOTAL NUMBER OF TRAPS IN YOUR ROUTE AT
 THE END OF THE INDICATED DATE.

State of California
 Department of Food and Agriculture
 Division of Plant Health and Pest Prevention Services

Attachment - 3

Invasive Shot Hole Borer Program

Report Number One

COUNTY	MONTH	YEAR
County Name		

VISUAL INSPECTION	UNITS INSPECTED THIS MONTH		
	ACRES NET/GROSS	PROPERTIES	LINEAR MILES
COMMERCIAL CROPS			
PUBLIC CONTACT			

MONTHLY TRAPPING ACTIVITY

	Total number of trap service Units	Traps added or removed (+/-)	Total in operation at end of month		Total number of trap servicing	Traps added or removed(+/-)	Total in operation at end of month
ISHB							

COMMENT:

Invoice
County Name
FED ID #

Invoice Dates	Description (Trapping Data (attachment 2), number of traps, trap locations)	Item Amount	Total Amount

Please Make Check Payable to:

Remit to:

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