



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

A. G. Kowamura, Secretary

August 17, 2010

County of Santa Barbara
ATTN: Guy Tingos
263 Camino del Remedio
Santa Barbara, CA 93110

Program: Pierce's Disease
Agreement Number: 10-0351

In regard to the enclosed Standard Agreement, please complete the following item(s) and return to the **California Department of Food and Agriculture, Contracts Office, 1220 N Street, Room 115, Sacramento, CA 95814** within 15 business days of the date of this letter. Failure to comply may result in delayed payment. If you cannot return the documents within the 15 business days, please contact the analyst named below to inform her of when you will return the contract.

This Agreement cannot be considered binding on either party until fully executed and approved by the Department of General Services, when required. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. If you have any questions regarding this Agreement, please contact the analyst identified below.

☒ Standard Agreement (STD 213) with attached exhibits. Please have the person within your organization, who has full authority to commit to all of the contents of this agreement, review and sign the first page and additional single page of the Standard Agreement package. **Return ALL originals** to this office. Once the contract is finalized (see above paragraph), the agreement is considered fully executed and an original will be mailed to you.

☒ Contractor Certification Clauses (CCC - 307). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in this office and must be renewed with every contract and as changes occur. Please sign and return the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

☒ A copy of the resolution, order or motion authorizing execution of this Agreement must be included.

☒ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California and which also includes the **State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the contract**.

☐ Initial all changes on the enclosed Agreement and return the same for further processing.

☐ Other:

Sincerely,

Carrie James (916) 651-1358
Contracts Office
Administrative Services



AGREEMENT NUMBER

10-0351

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF SANTA BARBARA

2. The term of this Agreement is: July 1, 2010 through June 30, 2012
3. The maximum amount of this Agreement is: \$318,687.23
Three Hundred Eighteen Thousand Six Hundred Eighty Seven Dollars and Twenty Three Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work
Attachment - Workplan

1 Page(s)
16 Page(s)

Exhibit B – Budget Detail and Payment Provision
Attachment - Budget

1 Page(s)
2 Page(s)

Exhibit C – General Terms and Conditions - GTC 610

3 Pages

Exhibit D - Special Terms and Conditions

1 Page(s)

Exhibit E - Additional Provisions

3 Page(s)

5. Name of Program: Pierce's Disease

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SANTA BARBARA

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

263 Camino del Remedio, Santa Barbara, CA 93110

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, CONTRACTS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

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COUNTY OF SANTA BARBARA		
BY (Authorized Signature)	DATE SIGNED)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
263 Camino del Remedio, Santa Barbara, CA 93110		
STATE OF CALIFORNIA		
AGENCY NAME		
DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS		
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

☐ Exempt per:

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Establish workplan for survey, inspection, and/or treatment of the glassy-winged sharpshooter with the counties for the following fiscal years, 2010/11 and 2011/12.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Susan Ichiho Myrna Villegas	Name: Guy Tingos
Section/Unit: Pierce's Disease Control Program	Section/Unit: County of Santa Barbara
Address: 2014 Capitol Avenue, Suite 203	Address: 263 Camino del Remedio
City/Zip: Sacramento, CA 95811	City/Zip: Santa Barbara, CA 93110
Phone: (916) 322-3414 (916) 322-3409	Phone: (805) 681-5600
Email: sichiho@cdfa.ca.gov mvillegas@cdfa.ca.gov	Email: gtingos@co.santa-barbara.ca.us

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

PIERCE'S DISEASE CONTROL PROGRAM

Workplan For Fiscal Years:

2010/2011

2011/2012

Santa Barbara County

Table of Contents

A.	Minute Order	page 1
B.	Local Public Entity's Designated Pierce's Disease Control Program Coordinator and Contact Information	page 2
C.	Response/Control Program for Pierce's Disease and Its Vectors	page 3
C-1.	Regulation of Commodity Movement	page 8
D.	Survey Plan	page 9
E.	Enforcement Options and Authorities	page 10
F.	Standards and Restrictions	page 12
G.	Workplan Assurances	page 13
H.	Budgets	page 14
I.	Local Appeal Process	page 16
J.	Environmental Compliance	page 17

**Minute Order of Board of Supervisors Designating Local Public
Entity Pursuant to Food And Agriculture Code Section 6046(f)**

**BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA
CLERK OF THE BOARD OF SUPERVISORS**

MINUTE ORDER

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

**Local Public Entity's Designated Pierce's Disease Control Program
Coordinator and Contact Information**

Primary Contact:

Vacant, Agricultural Commissioner
263 Camino del Remedio, Santa Barbara, CA 93110
(805) 681-5600 (phone)
(805) 681-5603 (fax)
*****@co.santa-barbara.ca.us

Alternate Contact:

Guy Tingos, Deputy Commissioner
263 Camino del Remedio, Santa Barbara, CA 93110
(805) 681-5600 (phone)
(805) 681-5603 (fax)
gtingos@co.santa-barbara.ca.us

Response/Control Program For Pierce's Disease And Its Vectors

Objective

The objective of Santa Barbara County's Pierce's Disease Program is to implement an intergovernmental, coordinated state and community-wide plan to:

- Exclude GWSS from the uninfested portion of Santa Barbara County
- Detect an introduction of GWSS as soon as possible in the uninfested area of the county
- Upon detection, determine if there is an infestation and to what extent by a delimitation survey
- Take appropriate action to suppress or eradicate any population of GWSS in the uninfested area of the county, using environmentally sound practices, based on a scientific evaluation of the situation

RESPONSIBILITIES

Lead Agency

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

County Responsibilities

- To act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- To act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, and regarding the PDCP activities.
- To promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval from PDCP. The CDFA will provide on-site expertise, as needed.
- To provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- To select an appropriate treatment, non-chemical or otherwise; to notify residents in a treatment area; and to identify any sensitive sites within the proposed treatment area.
- To direct and supervise all treatments.
- To conduct post-treatment monitoring.

Upon the discovery of a glassy-winged sharpshooter in the uninfested portion of Santa Barbara County, the Agricultural Commissioner's Office will conduct a pest risk evaluation to determine a course of action that is:

- a) the most biologically sound,
- b) in compliance with all applicable laws and regulations,
- c) conducted in an environmentally responsible manner, and
- d) protective of human health

Evaluation criteria includes, but is not limited to:

- a) where the infestation was found (nursery, commercial crop, residential, right of way, etc.)
- b) distance from vineyards
- c) size (distribution) of the infestation (determined by delimitation survey)
- d) life stages found
- e) estimate of amount of time infestation has been present (determined by lifestages found)
- f) presence or absence of biocontrol agents
- g) percent of GWSS controlled by biocontrol agents
- h) availability of additional biocontrol agents
- i) pesticides registered for the plants found infested
- j) application methods of registered pesticides
- k) efficacy of pesticide treatments in other areas of the state
- l) toxicity of available pesticides
- m) toxicity of available pesticides to biocontrol agents
- n) presence of environmentally sensitive areas

Nursery

Upon detection and confirmation of any viable lifestage of GWSS within a nursery, the entire nursery will be inspected to determine if the source of the find is within the confines of the nursery. Once the determination has been made that the initial find was as a result of an infestation of GWSS within the nursery, the nursery will be put under hold order and all host material within the nursery will be treated by the owner with a properly registered pesticide to control GWSS. A post-treatment survey will be completed before the nursery is allowed to sell or ship any treated GWSS host material. All nurseries treated for GWSS will be inspected regularly to ensure that the GWSS-free status of all host material is maintained. When any viable lifestage of GWSS is detected in a nursery, the trapping density will be increased from two (2) traps per acre to ten (10) traps per acre. These traps will be serviced daily until GWSS is no longer being trapped; servicing will revert to biweekly at this point.

Cropland

Upon detection and confirmation of any viable lifestage of GWSS on a commercial crop, the grower/owner of the crop will be notified that GWSS has been found. Hold notices will be issued as needed. Mandatory treatments will commence when an infestation has been determined through visual survey and/or trapping. The crop will be treated by the grower/owner of the property with a registered pesticide to control GWSS. In cases where the grower/owner refuses to treat the property, summary abatement action may be taken to reduce the threat of GWSS establishment in an agricultural area. For registered Organic Growers, treatments consistent with state and/or Federal organic regulations will be accepted if shown to be effective in controlling GWSS.

Residential

When GWSS is found in a residential area, a delimitation survey will be conducted as quickly as possible to determine if an infestation exists and to what extent. Based on a thorough evaluation of the specific circumstances, treatment options will focus on effective non-chemical remedies. Effective chemical treatments will be used when warranted. Prior to the use of any chemicals, public meetings will be held to educate residents and address concerns. Specific issues will be handled on an individual basis.

ELEMENTS

In the event of detection of a GWSS in any life stage (viable egg mass, live nymph or live adult) or infestation (5 or more adults within any five-day period and within a 300-yard radius, or the presence of multiple life stages), the County will conduct any applicable activities set forth below:

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Game, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Public Outreach

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

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Non-English speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.
- Specific issues will be handled on an individual basis.

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

Medical/Veterinarian Information

The SBCAC will contact the Santa Barbara County Health Officer (SBCHO) with details of any proposed treatment. If the SBCHO has questions about public health aspects of the program, Darrin Okimoto, CDFA's Industrial Hygienist, can be contacted at (916) 654-1348.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 654-1447. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.
- Specific issues will be handled on an individual basis.

Treatment Procedures

If chemical treatments are warranted, treatments appropriate to the situation will begin following the intensive survey and after all help lines and public outreach measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the SBCAC. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Number of applications: Minimum number that achieves desired results.
- Rate and interval: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The SBCAC will ensure that all chemical treatment activities are in compliance with all pesticide laws and regulations.

Environmental Monitoring

The CDFA, in cooperation with SBCAC, will arrange for environmental monitoring during a treatment/application to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental Monitoring/Pest Management Branch. The SBCAC personnel will work closely with environmental monitoring personnel to identify suitable monitoring sites. The following may be monitored:

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the SBCAC.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

REGULATION OF COMMODITY MOVEMENT

The Santa Barbara County Agricultural Commissioner's Office will implement the CDFA GWSS nursery shipping protocol, bulk citrus protocol, and all other commodity-movement protocols as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

Survey Plan

The Santa Barbara County Agricultural Commissioner's Office will utilize the CDFA GWSS Statewide Survey Protocols as its survey protocol. These guidelines include minimum requirements to conduct a survey program. The county will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Survey Protocols.

In the event of an infestation, nurseries in Santa Barbara County that are under compliance agreement will be monitored for compliance.

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

Enforcement Options and Authorities

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

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

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

Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (Section 5309, FAC).

Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (Section 5027, FAC). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may level a civil penalty for up to \$2,500 for each violation (Section 5310 and 5311, FAC).

Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].

It is unlawful to sell any nursery stock without a valid nursery license (Section 6721, FAC). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock (Section 6761, FAC).

It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate (Sections 6922 and 6923, FAC). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (Section 6968, FAC). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (Section 6927, FAC).

Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate (Section 6505, FAC). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.

To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (Sections 5030 and 5031, FAC).

Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR). Certification can be

based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (Section 5208, FAC).

The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (Section 5705, FAC).

If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (Section 6521, FAC). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies (Section 6522, FAC). Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert, any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (Section 6303, FAC).

If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (Section 5701, FAC). It is unlawful to move any plant or host in violation of a hold order.

Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (Sections 5401 and 5402, FAC).

Standards and Restrictions

This workplan does not include any variations from the standards set by law. If the Santa Barbara County Agricultural Commissioner's Office and the San Luis Obispo and Santa Barbara PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the Santa Barbara County Agricultural Commissioner's Office will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

Workplan Assurances

1. The Santa Barbara County Agricultural Commissioner's Office's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.
2. The Santa Barbara County Agricultural Commissioner's Office's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Santa Barbara County Agricultural Commissioner's Office plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.
4. The Santa Barbara County Agricultural Commissioner's Office will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

Local Appeal Process

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

**PIERCE'S DISEASE CONTROL PROGRAM
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

 X The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.

 The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

**SANTA BARBARA COUNTY BUDGET
 2010/11**

SURVEY ACTIVITIES

***Personnel Services**

Permanent Salaries	Salary Rate	Hours	Total	Benefit Rate
Agricultural Biologist I	\$24.401	42	1,024.84	41.39%
Agricultural Biologist II	\$28.311	200	5,662.20	39.98%
Agricultural Biologist III	\$31.281	1500	46,921.50	40.23%
Entomologist/Pathologist	\$38.187	773	29,518.55	37.07%
Supervisor (Deputy Commissioner)	\$45.000	117	5,265.00	35.63%
Subtotal		2,632	88,392.09	

Staff Benefits

Permanent @ 35% - 42% depending on the position 34,382.90

Temporary Salaries	Salary Rate	Hours
Agricultural Biologist I	18.250	0

TOTAL SURVEY ACTIVITIES 122,774.99

REGULATORY/TREATMENT ACTIVITIES

Personnel Services

Permanent Salaries	Salary Rate	Hours
Agricultural Biologist III	\$31.281	0
Staff Benefits		-
TOTAL REGULATORY		0

TOTAL PERSONNEL SERVICES 122,774.99

Indirect Cost (25% of total personnel services) 30,693.75

TOTAL PERSONNEL SERVICES 153,468.74

OPERATING EXPENSES

General Expense/Supplies (general office and field supplies)	0.00
Postage - mailing GWSS information	0.00
**State Vehicle Expense @ .325/mile	0.00
**County Vehicle @.485/mile	0.00
TOTAL OPERATING EXPENSES	0.00

GRAND TOTAL 153,468.74

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

**SANTA BARBARA COUNTY BUDGET/FISCAL DISPLAY
 2011-12**

SURVEY ACTIVITIES

***Personnel
 Services**

Permanent Salaries	Salary Rate	Benefit Rate	Hours	Total
Agricultural Biologist I	\$25.865	41.39%	20	517.30
Agricultural Biologist II	\$30.010	39.98%	250	7502.50
Agricultural Biologist III	\$33.158	40.23%	1522	50,466.48
Entomologist/Pathologist	\$40.478	37.07%	773	31,289.49
Supervisor (Supervisory level or Deputy Commissioner supervising field staff)	\$45.900	35.63%	117	5,370.30
Subtotal			2,682	95,146.07

Staff Benefits
 Permanent @ 35 – 42% depending on the position 37,028.72

Temporary Salaries	Salary Rate	Hours	
Agricultural Biologist I	18.25	0	0.00

TOTAL SURVEY ACTIVITIES 132,174.79

**REGULATORY/TREATMENT
 ACTIVITIES
 Personnel
 Services**

Permanent Salaries	Salary Rate	Hours	
Agricultural Biologist III	\$33.158	0	0.00
Staff Benefits			0.00
TOTAL REGULATORY			0.00

TOTAL PERSONNEL SERVICES 132,174.79

Indirect Cost (25% of total personnel services) 33,043.70

TOTAL PERSONNEL SERVICES 165,218.49

OPERATING EXPENSES

General Expense/Supplies (general office and field supplies)	0.00
Postage – mailing GWSS information	0.00
**State Vehicle Expense @ .325/mile	0.00
**County Vehicle @.425/mile	0.00
TOTAL OPERATING EXPENSES	0.00

GRAND TOTAL 165,218.49

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

JK

**EXHIBIT C
(County Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2010/11 and 2011/12 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

SUBCONTRACTORS

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

INSURANCE REQUIREMENTS – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
 - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
 - h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.
2. Contract Insurance Requirements
Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:
- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
 - b. Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
 - c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required.
 - d. Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:
 - The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent.