

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

501  
A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**  
March 17, 2015

**SUBJECT:** Cooperative Agreement for the European Grapevine Moth Detection Program, 3<sup>rd</sup> and 4<sup>th</sup> Districts. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Cooperative Agreement No. 14-0568-SF in the amount of \$75,583 for FY 2015/16 and
2. Authorize the chairman to sign the agreement.

**BACKGROUND:**

Summary

Agricultural production in Riverside County contributes an estimated \$4 billion to the local and regional economy. Among the rich and varied assortment of agricultural commodities produced, grape production alone represents 10.5% of this economic contribution, with about 11,000 planted acres county wide.

This program will fund early detection of this invasive insect species which was recently detected for the first time within the United States, in California's Napa Valley. Establishment of the European Grapevine Moth within Riverside County would jeopardize a large proportion of our export markets and would present a serious threat to the continued viability of local grape production.

This agreement was approved as to form by County Counsel.

*John Snyder*  
\_\_\_\_\_  
**John Snyder,**

Agricultural Commissioner/  
Sealer of Weights and Measures

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 75,583	\$ 0	\$ 75,583	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Alex Gann*  
\_\_\_\_\_  
Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL 3/19/15  
DATE  
BY: GREGORY P. PRIAMOS

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 04/22/14 Item 3.6 | District: 3<sup>rd</sup> 4<sup>th</sup> | Agenda Number:

3-6

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Cooperative Agreement for the European Grapevine Moth Detection Program, 3rd and  
4th Districts. [\$0]**

**DATE: March 17, 2015**

**PAGE: 2 of 2**

**Impact on Citizens and Businesses**

Residents and businesses will be positively impacted in that this invasive species which is injurious to landscape and agricultural grape plants, will be prevented from entering and becoming established within the county and the State. This will result in continued export commerce for our table and wine grape growers/distributors, reduced pest control efforts/costs and therefore an increased quality of life.

**Contract History and Price Reasonableness**

This agreement has been renewed each year since its inception in FY 2009/10 and the dollar amount covers all related costs.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>14-0568-SF</b>

1. This Agreement is entered into between the State Agency and the Recipient named below:
- STATE AGENCY'S NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**
- RECIPIENT'S NAME  
**COUNTY OF RIVERSIDE**
2. The term of this Agreement is: February 1, 2015 through December 31, 2015
3. The maximum amount of this Agreement is: \$75,583.00  
Seventy-five Thousand Five Hundred Eighty-three Dollars and Zero 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:	11 Page(s)
• Recipient and Project Information	
• Scope of Work	
Exhibit B:	5 Page(s)
• Budget & Payment Provisions	
• Budget	
Exhibit C – General Terms and Conditions	2 Page(s)
Exhibit D – Federal Terms and Conditions	3 Page(s)

Name of Project: European Grapevine Moth

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

RECIPIENT

RECIPIENT'S NAME (County's Name)  
COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4080 Lemon Street, Room 19, Riverside, CA 92502-1089

STATE OF CALIFORNIA

AGENCY NAME  
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

MA

FORM APPROVED COUNTY COUNSEL  
BY: DATE

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

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

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Debby Tanouye	Name: John Snyder
Section/Unit: PHPPS / PDEP	Section/Unit: COUNTY OF RIVERSIDE
Address: 1220 N Street, Room 315	Address: 4080 Lemon Street, Room 19
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside, CA 92502-1089
Phone: 916-654-1211	Phone: 951-955-3045
Email Address: debby.tanouye@cdfa.ca.gov	Email Address: agdept@rivcoag.org

3. For a detailed description of work to be performed and duties, see Scope of Work.
4. The Grant Agreement with the Federal Government supporting this Agreement is 14-0518-FR. The Catalog of Federal Domestic Assistance Number is 10.025.
5. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (2 CFR 200). State, local or Indian tribal organizations will be subject to 48 CFR, Subpart 31.2. Recipients are responsible for identifying the Federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal cost principle requirements.

**AGREEMENT SPECIFICATIONS FOR STATE-COUNTY  
EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING  
FY 2014-15 and FY 2015-16**

**Effective Dates: February 1 to December 31, 2015**

**Section 1 -- The California Department of Food and Agriculture (CDFA) shall:**

1. Provide trapping materials for European grapevine moth (EGVM) detection, including traps, lures and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide reimbursement for Global Positioning System (GPS) units up to \$250. Reimbursement will require a copy of the receipt.
4. Ensure timely payment of invoices following confirmation of agreement compliance.
5. Provide quality assurance of the program.

**Section 2 -- The County Agricultural Commissioner shall:**

1. Hire and/or train personnel.
2. Ensure that trapping procedures are followed.
3. Ensure that all documentation of work is complete and accurate.
4. Following completion of trap placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) for verification to Debby Tanouye at [debby.tanouye@cdfa.ca.gov](mailto:debby.tanouye@cdfa.ca.gov).
5. Enter weekly trapping data reports into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS). If this cannot be accomplished, send weekly reports for entry into IPHIS to Debby Tanouye at [debby.tanouye@cdfa.ca.gov](mailto:debby.tanouye@cdfa.ca.gov). Weekly submission of data reports is required in order for reimbursement to be processed.
6. Submit monthly invoices and a Report Number One no later than 30 days past the end of the month in which the invoiced activity occurred. Invoices must list the names of the staff who were paid for the monthly activities.
7. Provide one set of trapping records for all traps. This set, in the form of a Trap Book, shall indicate the exact trap location using a site map and shall contain all information regarding trap placement, servicing, baiting, relocation and removal.
8. Counties must use maps displaying the square mile grid and appropriate subgrids as determined by the CDFA. If needed, maps or the Geographic

#### **Section 4 -- Basis for Payment**

1. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:  
  
Joanne Shimada  
CDFA- PD/EP  
1220 N Street, Room 315  
Sacramento, CA 95814  
  
[joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov)
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
4. A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - o County name
  - o County address
  - o Remit to address
  - o Date of submittal
  - o Agreement name
  - o Agreement number
  - o Billing period
  - o Allowable itemized charges as listed on the Financial Plan.
    - Employee name (or other unique identifying number), classification, hours worked on the EGVM project, hourly rate, benefit rate.
    - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
5. Payment of the invoice is contingent upon data entry into IPHIS, or sending CDFA weekly reports (for entry into IPHIS), submission of the Report Number One, and compliance with the required information as listed in #4.
6. To insure payment of work performed, all invoices must be received no later than 30 days after the agreement expires.
7. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.

- New GPS values must be taken and recorded for 2015. Do not re-use the 2014 GPS coordinates even if the 2015 trap site is utilizing a previously used map and trap card.
- All GPS points will be verified by the United States Department of Agriculture (USDA) prior to being entered into IPHIS. Following completion of trap placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) to Debby Tanouye at [debby.tanouye@cdfa.ca.gov](mailto:debby.tanouye@cdfa.ca.gov).

### **Maps**

- Counties must use maps displaying the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA) or the USDA. If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.

### **Hosts**

- Grapes (*Vitis* spp.) are the primary hosts.

### **Trap Assembly and Numbering**

- Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
- Write the trap number and date of deployment on the trap body prior to placing the trap.
- Trap numbers for EGVM will include:
  - The five-digit alpha-numeric grid number, subgrid designation, the identifying letters "EG.", and trap number within the subgrid (if applicable). For example: BD201-15-EG-2.
- To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
- Open the lure pouch; squeeze the lure directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
- Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector's field station.

### **Trap Placement**

- **Vineyards** – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal Japanese beetle poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
- Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
- Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
- Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.

**"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE  
 FY 2014-15 and FY 2015-16 European Grapevine Moth**

**INVOICE**

1/15/2015

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

Date: \_\_\_\_\_  
 Agreement Number: \_\_\_\_\_  
 Billing Period: \_\_\_\_\_

**A. PERSONNEL**

**SALARY - Detection Trappers**

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE w/o BENEFITS</u>	<u>Total</u>
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>					\$0.00

**BENEFITS**

	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>			\$0.00

**SALARY - Non-Detection**

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE w/o BENEFITS</u>	<u>Total</u>
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>					\$0.00

**BENEFITS**

	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>			\$0.00

0 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>
\$0.00	\$0.00	\$0.00

**TOTAL PERSONNEL COST: \$0.00**



TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGVM												

Blue = biweekly servicings, place by March 15

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
EGVM	700	x	8.67	=	6,069.00
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
				Total:	6,069.00

NOTE: serv/year\*. Value from Servicings Per Year Table 66-223A.

TOTAL: 6,069.00 (A) ÷ 9.00 (B) = 674.33 (C) x 10% = 741.76 (D)

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the work plans also cover non-detection (supervisor, administrative, etc.) hours.

## EXHIBIT B

### BUDGET 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 Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices must include the Agreement Number, dates-of-service, type of work performed, 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.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Budget Contingency Clause

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

#### 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. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

#### 5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international 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. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- 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.

#### 6. Budget

For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag. Commissioner/Sealer	49.0000%	\$1,859.00	\$911.00
2	Supv. Ag. Std. Investigator II	43.0000%	\$1,480.00	\$628.00
3	Office Assistant III	49.0000%	\$1,334.00	\$654.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
			Subtotal:	\$2,193.00
NON-DETECTION STAFF SUBTOTAL:				\$6,846.00

25.00 % Overhead (Not to exceed 25%)

	SALARIES	BENEFITS	OVERHEAD COST
	\$23,835.00	\$10,249.00	\$8,521.00
TOTAL PERSONNEL COST :	\$42,605.00		

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.,)

Description	COST
a. Office Supplies	\$500.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$500.00

C. SUBCONTRACTOR

	COST
1	\$0.00
2	\$0.00
TOTAL SUBCONTRACTOR COST:	\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
6.00	4.00	500.00	\$0.575	\$8,900.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00

VEHICLE COST TOTAL: \$8,900.00

\* 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.

EGVM 14-15 Trapping Total Cost:	\$50,005.00
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COMMENTS:



6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag. Commissioner/Sealer	49.0000%	\$1,906.00	\$934.00
2	Supv. Ag. Std. Investigator II	43.0000%	\$365.00	\$157.00
3	Office Assistant III	49.0000%	\$430.00	\$211.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
			Subtotal:	\$1,302.00
			NON-DETECTION STAFF SUBTOTAL:	\$4,003.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$12,292.00	\$5,330.00	\$4,406.00
TOTAL PERSONNEL COST :		\$22,028.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.,)

Description	COST
a. Office Supplies	\$100.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
TOTAL SUPPLY COST:	\$100.00

C. SUBCONTRACTOR

	COST
1	\$0.00
2	\$0.00
TOTAL SUBCONTRACTOR COST:	\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
6.00	2.00	500.00	\$0.575	\$3,450.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00

VEHICLE COST TOTAL: \$3,450.00

\* 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.

EGVM 15-16 Trapping Total Cost:	\$25,578.00
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COMMENTS:

**8. Governing Law**

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

**9. Unenforceable Provision**

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

**10. 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.

**11. Right to Terminate**

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

**12. Termination for Cause**

The State may terminate this Agreement and be relieved of any payments should the Recipient 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 necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

**13. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

**14. 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, or other type of promotional material.

**15. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

**16. Plant Protection Act Memorandum of Understanding**

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

**7. Intergovernmental Review**

The Recipient will comply with intergovernmental review standards which may be prescribed pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**8. Confidentiality**

The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3016; and
- B. Privacy Act, 5 USC 552a.

**9. Conservation in Procurement**

The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

- A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

**10. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this Agreement to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

**11. Crimes and Prohibited Activities**

The Recipient will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

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

**12. Biosafety In Laboratories**

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**13. Conflicts of Interest**

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

- A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

**14. Patents and Copyrights**

The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

- A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

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