

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



ITEM  
3.7  
(ID # 10481)

MEETING DATE:

Tuesday, August 6, 2019

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 18-0619-021-SF with California Department of Food and Agriculture for the European Grapevine Moth Detection Program effective January 1, 2019 through December 31, 2019, 3rd and 4th Districts. [\$63,630 - 100% State Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 18-0619-021-SF with California Department of Food and Agriculture for the European Grapevine Moth Detection Program, effective January 1, 2019 through December 30, 2019, in the amount of \$63,630; and
2. Authorize the Chairman of the Board of Supervisors to sign the agreement on behalf of the County.

ACTION: Policy

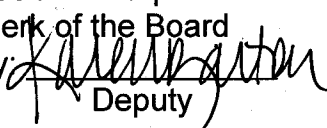
ACTION: Policy

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt  
Date: August 6, 2019  
xc: Ag. Comm.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 31,815	\$ 31,815	\$ 63,630	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture 100%			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 18/19,19/20	

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

**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.

**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.

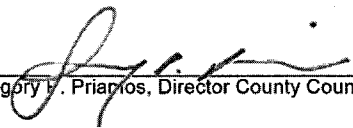
On June 11, 2019, Agenda Item 3.7, the Board ratified and approved Cooperative Agreement No. 18-0619-021-SF with California Department of Food and Agriculture for the European Grapevine Moth Detection Program, effective January 1, 2019 through December 30, 2019, in the amount of \$31,815; however, the California Department of Food and Agriculture did not sign that Agreement. The California Department of Food and Agriculture revised the Agreement to increase the maximum reimbursable amount for FY 18/19 by \$31,815. The Agricultural Commissioner's Office is requesting that the Board re-ratify and re-approve Cooperative

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

Agreement No. 18-0619-021-SF with California Department of Food and Agriculture for the European Grapevine Moth Detection Program, effective January 1, 2019 through December 30, 2019, in the revised amount of \$63,630.

**ATTACHMENTS:**

**Attachment A:**      **Cooperative Agreement No. 18-0619-021-SF**

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel      7/26/2019

# RESOLUTION

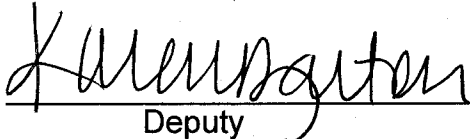
**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 6, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 18-0619-021-SF between Riverside County and California Department of Food and Agriculture providing: for the European Grapevine Moth Detection Program.

## Roll Call:

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By:   
Deputy

COOPERATIVE AGREEMENT  
SIGNATURE PAGE

AGREEMENT NUMBER

18-0619-021-SF

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF RIVERSIDE

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

2. The Agreement Term is: January 1, 2019 through December 31, 2019
3. The maximum amount of this Agreement is: \$63,630.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information  
Recipient and Project Information

2 Pages

Exhibit B: General Terms and Conditions

4 Pages

Exhibit C: Payment and Budget Provisions

1 Page

Exhibit D: Federal Terms and Conditions

3 Pages

Attachments: Scope of Work and Budget

ATTEST:

KECIA R. HARPER, Clerk

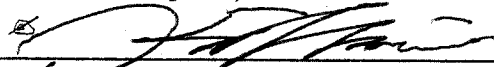
By  DEPUTY

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

RECIPIENT

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

8/6/19

PRINTED NAME AND TITLE OF PERSON SIGNING

KEVIN JEFFRIES

CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

PO Box 1089, Riverside, CA 92502-1089

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

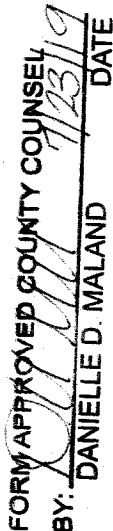
PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

NM

FORM APPROVED COUNTY COUNSEL  
BY:  DANIELLE D. MALAND  
DATE: 8/23/19

AUG 06 2019

3.7

**EXHIBIT A****PRIME AWARD INFORMATION**

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	Pending
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$6,341,074.00
Effective Dates:	January 1, 2019 through December 31, 2019

**RECIPIENT AND PROJECT INFORMATION**

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

Project Title: European Grapevine Moth Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Matthew Kaiser	Name: Ruben Arroyo
Division/Branch: PHPPS - PD/EP	Organization: COUNTY OF RIVERSIDE
Address: 2800 Gateway Oaks Drive	Address: PO Box 1089
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Riverside, CA 92502-1089
Phone: 916-403-6674	Phone: 951-955-3045
Email Address: matthew.kaiser@cdfa.ca.gov	Email Address: ruarroyo@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Rudy Martinez	Name: Daniel Delgado
Division/Branch: PHPPS - PD/EP	Organization: County of Riverside Agricultural Commissioner's office
Address: 2800 Gateway Oaks Drive	Address: 3403 10th Street, Suite 701
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Riverside, CA 92501
Phone: 916-403-6653	Phone: 951.955.3031
Email Address: rudy.martinez@cdfa.ca.gov	Email Address: ddelgado@rivco.org

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

4. **RECIPIENT: Please check appropriate box below:**

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

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

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

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **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.

9. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 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. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.



**11. Excise Tax**

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

**12. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

**13. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**14. Termination for Cause**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

**15. Force Majeure**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

**16. Suspension of Payments**

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

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

**17. Breach Provisions**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

**18. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

**19. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**20. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

**21. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

**22. Equipment**

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

**23. Closeout**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**24. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

**25. Property Damage Claims Process**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

**26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

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

The Recipient 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).

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.
- F. 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 200 or Federal Acquisition Regulation 48 CFR 31.2.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

#### 4. Budget Contingency Clause

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

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### 1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

#### 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

#### 5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

#### 6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

#### 7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

**8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

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

**9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

**10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

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

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

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

**13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

**15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

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

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

## **SCOPE OF WORK**

### **AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING**

**Fiscal Years 2018-19 and 2019-20**

**Effective Dates: January 1 to December 31, 2019**

#### **AGENCY RESPONSIBILITY**

##### **Section 1**

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

1. Provide all trapping materials, such as 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 county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY2018-19 and 2019-20 (EGVMTG). The current version of the ITG is on the CDFA website at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG), and the EGVMTG is provided along with this agreement.
4. Provide annual training programs for county trapping supervisors and trappers.
5. Provide quality control (QC) of the county trapping program via inspections and QC plants.
6. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>.

##### **Section 2**

**The County Agricultural Commissioner shall:**

1. Hire and/or train personnel.
2. Provide and maintain trapping vehicles.
3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.



4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.
5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.
  - a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
  - b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.
6. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet (THWS) (60-223), which is provided along with this agreement.
7. Place traps at the beginning of the season so that full deployment is completed by March 15, 2019, or as soon as weather permits after that date. Remove traps during the first servicing after August 31, 2019.
8. 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. Links to the Map Books and GIS layers are at <http://maps.cdfa.ca.gov/TrapBooks>.
  - a. 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 needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number “1” EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
  - b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper's initials for each activity.
9. Ensure that all sites trapped are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps if they are relocated.

10. Ensure that EGVM traps are serviced every two weeks from March 15, 2019, or as soon as logistics and weather permit after this date, and removed during the first servicing after August 31, 2019.
11. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
12. Participate in new delimitation activities if requested to do so by the CDFA.
13. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the PD/EP County Contracts Coordinator (CCC), currently Rudy Martinez ([rudy.martinez@cdfa.ca.gov](mailto:rudy.martinez@cdfa.ca.gov)), at PD/EP headquarters. When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3 Appendices B-G.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3%20Appendices%20B-G.pdf)), Mitigation Reporting Program at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4 Appendices H-P.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4%20Appendices%20H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>.
14. Ensure that trap data is entered into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS), as detailed in the EGVMTG.
15. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.
16. Complete a monthly Pest Detection Report Number One (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as

"removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.

17. 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.
18. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
19. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.
20. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.
21. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.
22. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.
23. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.
24. Submit invoices along with the corresponding Report Number One monthly by postal mail or e-mail to the County Contracts Coordinator:

Rudy Martinez  
CDFA - PD/EP  
2800 Gateway Oaks Drive  
Sacramento, CA 95833  
[rudy.martinez@cdfa.ca.gov](mailto:rudy.martinez@cdfa.ca.gov)

- a. Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.

- b. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
- c. 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.
- d. A sample invoice is available from the District Entomologist. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - i. County name
  - ii. Remit to address
  - iii. Date of submittal
  - iv. Invoice number
  - v. Agreement name
  - vi. Agreement number
  - vii. Billing period
  - viii. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One.
  - ix. 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.
- e. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in item 2.24.c.
- f. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.
- g. Please do not submit the invoice as a PDF file or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch.
- h. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of invoice.

- i. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

NAME" COUNTY DEPARTMENT OF AGRICULTURE  
FY 2018-19 & 19-20 EGVM Detection

**INVOICE**

1/24/2018

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>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

[illegible]

## BENEFITS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

[illegible]

SALARY - Non-Detection

	<u>Employee Name</u>	<u>Title</u>
1	Adams, Alexander	Director of Finance
2	Adams, Alexander	Director of Finance
3	Adams, Alexander	Director of Finance
4	Adams, Alexander	Director of Finance
5	Adams, Alexander	Director of Finance
6	Adams, Alexander	Director of Finance
7	Adams, Alexander	Director of Finance
8	Adams, Alexander	Director of Finance
9	Adams, Alexander	Director of Finance
10	Adams, Alexander	Director of Finance
11	Adams, Alexander	Director of Finance
12	Adams, Alexander	Director of Finance
13	Adams, Alexander	Director of Finance
14	Adams, Alexander	Director of Finance
15	Adams, Alexander	Director of Finance

[illegible]

## BENEFITS

Case 1:12-cv-00001

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

[illegible]

0 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST*
\$0.00	\$0.00	\$0.00
TOTAL PERSONNEL COST:		\$0.00

**Description**

**TOTAL SUPPLY COST:** \$0.00

**TITLE**

**TOTAL SUBCONTRACTOR COST:** \$0.00

**LICENSE #**

**OWNED BY (County or State)**

STATE/COUNTY VEHICLE SUBTOTAL:	\$0.00
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**State-owned vehicle = \$0.285 per mile.**

**LICENSE #**

**LEASED**

LEASED VEHICLE SUBTOTAL:	\$0.00
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TOTAL TRANSPORTATION COST: \$0.00

### Description

**TOTAL SUPPLY COST:**                      **\$0.00**

<b>TOTAL MONTHLY INVOICE:</b>		<b>\$0.00</b>
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## Remit to: "County address"

## **EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES**

**Fiscal Years 2018-19 and 2019-20**

1. Eligible Counties - Any county with commercial grape acreage.
2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG), and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, the Guidelines take precedence.
3. Trap - The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.
4. Attractant - The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.
5. Trap Assembly and Numbering
  - a. Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
  - b. Write the trap number and date of deployment on the trap body prior to placing the trap.
  - c. 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: EV241-8-EG1.
  - d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
  - e. 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.
  - f. 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.
6. Trapping Season
  - a. Full deployment should be completed by March 15, 2019, or as soon as weather permits after that date.
  - b. Remove traps during the first servicing after August 31, 2019.
7. Hosts to be Trapped - Grapes.



8. Density

- a. Place 25 traps per square mile (1 trap per 25.6 acres).
- b. In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.

9. Trapping Locations

- a. Place traps in commercial grape vineyards.
- b. Use a 5x5 subgrid overlay, placing one trap per subgrid.
- c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
- d. Place at least one trap in all vineyards within 300 meters of any wine processing facilities, even if this results in more than one trap per subgrid.

10. Trap Placement

- a. 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.
- b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
- c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
- d. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
- e. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.
- f. GPS the site and enter the data onto the trap card, for entry into the USDA's Integrated Plant Health Information System (IPHIS) (see below).

11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.

12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.
13. Trap Replacement
  - a. Replace the trap if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM. It is recommended that traps be replaced at eight weeks under normal conditions.
  - b. Zip ties used to hang the traps should be reused, if not damaged.
14. Relocation
  - a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
  - b. As the vines grow, move traps to the upper third of the vine, as practical
  - c. Follow all pesticide regulations before entering a vineyard that has been treated.
  - d. If a trap is relocated, GPS the new site and enter the data into the IPHIS database.
  - e. When relocating, always use a new trap.
15. Data Entry into IPHIS
  - a. Trap data must be entered into the USDA Integrated Plant Health Information System (IPHIS).
  - b. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.
  - c. New GPS values must be taken and recorded for 2018. Do not re-use the 2017 GPS coordinates even if the 2018 trap site is utilizing a previously used map and trap card.
  - d. 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 Roxanne Broadway at [Roxanne.Broadway@aphis.usda.gov](mailto:Roxanne.Broadway@aphis.usda.gov).
  - e. 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 Matt Kaiser ([matthew.kaiser@cdfa.ca.gov](mailto:matthew.kaiser@cdfa.ca.gov)). Weekly submission of data reports is required in order for reimbursement to be processed.

16. Maps - Counties must use maps displaying the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). 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.
17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
18. Submitting Specimens for Identification
  - a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
  - b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
  - c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
  - d. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons completing this form will need a username and a password.
  - e. Notify Jason Leathers ([jason.leathers@cdfa.ca.gov](mailto:jason.leathers@cdfa.ca.gov)) and Matt Kaiser ([matthew.kaiser@cdfa.ca.gov](mailto:matthew.kaiser@cdfa.ca.gov)) via email upon all submissions. Include the e-PDR number in this communication.





# Attachment 1 - Tiering Strategy Checklist

Start Date:	January 1, 2019
Project Leader:	Ruben Arroyo
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of Riverside County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

## Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

## Part B

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

**Part C**

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Ruben Arroyo
Signature*:	
End Date:	

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



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

**July 2015**

**MP-SPRAY-2:** Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

**MP-SPRAY-3:** Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

**MP-SPRAY-6:** Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

**MP-SPRAY-7:** Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

**MP-GROUND-3:** Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

**MP-HAZ-1:** Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or [warning.center@oes.ca.gov](mailto:warning.center@oes.ca.gov).
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas -DO NOT MODIFY!

Orange = instructions.

## A. PERSONNEL

## 1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Ag Stds Insp	8.00	20.00	160.00
2		Temporary Employees	8.00	82.00	656.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
Subtotal:					816.00

## 2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Stds Insp	\$35.09	160.00	\$5,614.00
2	Temporary Employees	\$12.20	656.00	\$8,003.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$13,617.00

## 3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Stds Insp	43.1000%	\$5,614.00	\$2,420.00
2	Temporary Employees	0.0000%	\$8,003.00	\$0.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$2,420.00

675

DETECTION STAFF SUBTOTAL: \$16,037.00

## 4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Ag Commissioner	1.00	25.00	25.00
2		S.Stds. Inspector	1.00	20.00	20.00
3		Office Assistant	1.00	15.00	15.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
Subtotal:					60.00

## 5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Ag Commissioner	\$50.00	25.00	\$1,250.00
2	S.Stds. Inspector	\$40.05	20.00	\$801.00
3	Office Assistant	\$23.61	15.00	\$354.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$2,405.00

## 6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag Commissioner	43.1000%	\$1,250.00	\$539.00
2	S.Stds. Inspector	43.1000%	\$801.00	\$345.00
3	Office Assistant	43.1000%	\$354.00	\$153.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$1,037.00

NON-DETECTION STAFF SUBTOTAL: \$3,442.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$16,022.00	\$3,457.00	\$4,870.00

**TOTAL PERSONNEL COST : \$24,349.00**

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

Description		COST
1	Office Supplies	\$200.00
2	Fed Ex	\$200.00
3		\$0.00
4		\$0.00
<b>TOTAL SUPPLY COST:</b>		<b>\$400.00</b>

**C. SUBCONTRACTOR**

**TITLE**

HOURLY RATE	HOURS	COST
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>		<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
6.00		1.00	450.00	\$0.580	\$1,566.00
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
4.00	550.00	2.50	0.00	\$0.285	\$5,500.00
VEHICLE COST TOTAL:					\$7,066.00

**E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)**

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	
	\$0.00

\* 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.

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

**FY 2018-19 EGVM Trapping Cost: \$31,815.00**

**FY 2018-19 & 19-20 EGVM Trapping Total Cost: \$63,630.00**

**COMMENTS:**

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

Orange = instructions.

## A. PERSONNEL

## 1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
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3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
Subtotal:					816.00

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		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Stds Insp	\$35.09	160.00	\$5,614.00
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3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
Subtotal:				\$13,617.00

## 3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
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3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$2,420.00

DETECTION STAFF SUBTOTAL: \$16,037.00

## 4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
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2		S.Stds. Inspector	1.00	20.00	20.00
3		Office Assistant	1.00	15.00	15.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
Subtotal:					60.00

## 5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	SALARY
1	Deputy Ag Commissioner	\$50.00	\$1,250.00
2	S.Stds. Inspector	\$40.05	\$801.00
3	Office Assistant	\$23.61	\$354.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
Subtotal:			\$2,405.00

## 6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag Commissioner	43.1000%	\$1,250.00	\$539.00
2	S.Stds. Inspector	43.1000%	\$801.00	\$345.00
3	Office Assistant	43.1000%	\$354.00	\$153.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
Subtotal:				\$1,037.00

NON-DETECTION STAFF SUBTOTAL: \$3,442.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$16,022.00	\$3,457.00	\$4,870.00

**TOTAL PERSONNEL COST :** **\$24,349.00**

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

Description	COST
1 Office Supplies	\$200.00
2 FedEx	\$200.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$400.00</b>

**C. SUBCONTRACTOR**

**TITLE**

HOURLY RATE	HOURS	COST
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>		<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
	6.00	1.00	450.00	\$0.580	\$1,566.00	
	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
4.00		550.00	2.50	0.00	\$0.285	\$5,500.00
VEHICLE COST TOTAL:					\$7,066.00	

**E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)**

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

\* 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.

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

**FY 2019-20 EGVM Trapping Cost: \$31,815.00**



**COMMENTS:**



CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) <b>County of Riverside</b>		Federal ID Number
By (Authorized Signature) 		ATTEST: KECIA R. HARPER, Clerk By  DEPUTY
Printed Name and Title of Person Signing <b>KEVIN JEFFRIES CHAIRMAN, BOARD OF SUPERVISORS</b>		
Date Executed <b>8/6/19</b>	Executed in the County of <b>Riverside</b>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.