

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



ITEM: 3.4  
(ID # 12741)

**MEETING DATE:**  
Tuesday, June 30, 2020

**FROM:** AGRICULTURAL COMMISSIONER:

**SUBJECT:** AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 19-1212-000-SG with the California Department of Food and Agriculture for the Invasive Shot Hole Borers Trapping Program, effective June 1, 2020 through March 31, 2022, All Districts. [\$166,320 - 100% State Funds]. (4/5 Votes Required)

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

1. Ratify and approve Cooperative Agreement No. 19-1212-000-SG with the California Department of Food and Agriculture for the Invasive Shot Hole Borers Trapping Program, effective June 1, 2020 through March 31, 2022, in the amount of \$166,320;
2. Authorize the Chairman of the Board of Supervisors to sign the agreement on behalf of the County; and
3. Approve and direct the Auditor-Controller's Office to make the budget adjustment shown in the attached Schedule A.

**ACTION: 4/5 Vote Required**

  
Ruben J. Arroyo, Agricultural Commissioner/Sealer 6/4/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None Kecia R. Harper  
Absent: None  
Date: June 30, 2020  
xc: Ag. Commissioner

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>	\$ 6,320	\$ 160,000	\$166,320	\$0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$0
<b>SOURCE OF FUNDS:</b> 100% California Department of Food and Agriculture			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 19/20 - 21/22	

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

**BACKGROUND:**

**Summary**

This contract is done under the California Department of Food and Agriculture authority to determine the leading edge and distribution of the Invasive Shot Hole Borer. Under this contract Riverside County Agriculture staff will place and service as many traps as feasible at identified High Risk Sites spread at approximately one-mile intervals throughout the County. Trapping will be conducted by the County Agricultural Commissioner's Office in high risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas they deem necessary), from March through October or when temperatures go below 68 degrees.

**Impact on Residents and Businesses**

Little to no impact is seen for residents and/or public business for the trapping implementation of this contract. Any impact would be on the permission of public property owners for trapping sites if they are deemed necessary after preliminary trapping has occurred.

**Contract History and Price Reasonableness**

This is the first year of this agreement.

**ATTACHMENTS**

- Schedule A:** Budget Adjustment  
**Attachment A:** Cooperative Agreement No. 19-1212-000-SG

  
 Jarvyk Punzalan 6/22/2020

  
 Gregory H. Priamos, Director County Counsel 6/18/2020

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER  
**19-1212-000-SG**

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

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

RECIPIENT'S NAME  
**COUNTY OF RIVERSIDE**

**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**

2. The Agreement Term is: June 1, 2020 through March 31, 2022

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

3. The maximum amount of this Agreement is: **\$166,320.00**

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: Recipient and Project Information 1 Page
- Exhibit B: General Terms and Conditions 3 Page(s)
- Exhibit C: Payment and Budget Provisions 1 Page
- Attachments: Scope of Work and Budget

FORM APPROVED COUNTY COUNSEL  
BY: DANIELLE D. MALANDRINO 6/18/20

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

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

**ATTEST:**  
**KECIA R. HARPER, Clerk**  
By *[Signature]*  
**DEPUTY**

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)  
**JUN 30 2020**

PRINTED NAME AND TITLE OF PERSON SIGNING  
**V. MANUEL PEREZ**

**CHAIRMAN, BOARD OF SUPERVISORS**

ADDRESS  
Post Office Box 1089, Riverside, CA 92502-1089

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

*[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

CJ

JUN 30 2020 3.4

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

- 1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
County program allocation for Invasive Shot-Hole Borers trapping to control or the eradication of Invasive Shot-Hole Borers from becoming established in California.

Project Title: Riverside County Invasive Shot-Hole Borers Program Grant

- 2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: David Pegos	Name: Ruben Arroyo
Division/Branch: PHPPS / ADMINISTRATION	Organization: COUNTY OF RIVERSIDE
Address: 2800 Gateway Oaks Drive, Suite 200	Address: Post Office Box 1089
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Riverside, CA 92502-1089
Phone: 916-403-6627	Phone: 951-955-3045
Email Address: david.pegos@cdfa.ca.gov	Email Address: agdept@rivco.org

- 3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Michael Scholl	Name: Erik Downs
Division/Branch: PHPPS / ADMINISTRATION	Organization: Agricultural Commissioner's Office
Address: 2800 Gateway Oaks Drive, Suite 200	Address: 3403 10th Street, Suite 701
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Riverside, CA 92501
Phone: 916-403-6646	Phone: (951) 955-3004
Email Address: michael.scholl@cdfa.ca.gov	Email Address: edowns@rivco.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
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 are applicable 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**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

**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.

## 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 for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 3. Prompt Payment Clause

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

#### 4. Budget Contingency Clause

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



## SCOPE OF WORK

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

**Fiscal Years 2019 - 2022**

**Effective Dates: June 1, 2020 to March 31, 2022**

#### **AGENCY RESPONSIBILITY**

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

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

**The County Agricultural Commissioner (CAC) shall:**

- A. Hire and train personnel as needed.
- B. Provide and maintain trapping vehicles.
- C. Ensure that supervisors and trapping personnel attend training provided.
- D. Ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), **Attachment 1**.
  - 1. Ensure that a copy of the current version of the EDRRG is kept in each trapper's vehicle for reference.
  - 2. Should there be a discrepancy between the Scope of Work or the enclosed EDRRG, the Scope of Work shall supersede the EDRRG.

E. Place and service as many Elm Beetle Sticky Traps or Lindgren Funnel Traps as feasible at identified High Risk Sites spread at approximately one-mile intervals throughout the County.

1. Trapping will be conducted by CAC office in high risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas they deem necessary) from March to October or when temperatures  $\geq 68^{\circ}\text{F}$ :
  - Elm leaf beetle panel white sticky panel traps or Lindgren funnel traps can be used with Quercivorol lure. Lindgren funnel trap serviced every two weeks, white sticky traps serviced once a month.
  - Quercivorol lure lasts four weeks.
  - Traps placed at regular intervals approximately one-mile apart throughout the county.
  - Do NOT hang traps in or under tree canopies, in areas exposed to high winds or where traps may get wet.
  - Suspect beetles will be screened and selected and submitted to the California Department of Food and Agriculture (CDFA), Plant Pest Diagnostics Laboratory to identify the beetle morphologically to *Euwallacea* sp. (ISHB).

F. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and Geographic Information System (GIS) layers, and contacts for assistance.

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.
2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. White Elm Beetle sticky panel trap – full trap number, placement date, and trapper’s initials on backside when placing; note servicing dates on outside non-sticky margins.

- G. Ensure that all sticky traps inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur the day the trap is removed, but in any event must be done within a week of removal from the field.
- H. Surveys – if traps are positive, follow up with a thorough on the ground visual survey of reproductive hosts in the area.
- Surveyors must:
    - Pass an online ISHB-FD (Fusarium Dieback) University of California Agriculture and Natural Resources (UC ANR) test.
    - Pass an in-field test supervised by UC ANR or other trainers.
    - Be approved to input data.
- I. Sample Collection – When a suspect host tree is identified, the surveyor must take a sample of the wood of the tree and/or beetles found in the tree by cutting out affected areas of the bark and underlying wood. All sampling equipment must be properly sanitized between sampling individual trees.
- J. When an infested tree is identified the Rapid Response Matrix will be used to determine whether to remove, treat, or continue to monitor the area.

**FD – ISHB Management Matrix - Infested Urban and Periurban Forest**

		ISHB Infestation Level & Management Options						
		Host Type	Hazard Level <sup>1</sup>	No Infestation	Low	Moderate I	Moderate II	Heavy
<b>LOW VALUE TREES<sup>1</sup></b>	Reproductive Host	Low	Monitor	Monitor & Spot Inject	Monitor <sup>2</sup> Remove Actively Infested Branches	Monitor <sup>2</sup> Remove Actively Infested Branches	Remove Actively Infested Tree <sup>2</sup> & Stump	
		High	Monitor	Monitor & Remove Hazard Branches	Monitor <sup>2</sup> Remove Hazard Branches	Monitor <sup>2</sup> Remove Actively Infested Branches or Remove Tree	Remove Actively Infested Tree <sup>2</sup> & Stump	
	Non-Reproductive Host	Low	Monitor	Monitor	<b>Notify UC ANR; consult with FD – ISHB experts to determine if species is a new reproductive host</b>			
		High	Monitor	Monitor				

		ISHB Infestation Level & Management Options						
		Host Type	Hazard Level <sup>1</sup>	No Infestation	Low	Moderate I	Moderate II	Heavy
<b>HIGH VALUE TREES<sup>1</sup></b>	Reproductive Host	Low	Monitor	Treat/Remove Infested Branches <sup>3</sup>	Treat/Remove Infested Branches <sup>3</sup>	Treat/Remove Infested Branches <sup>3</sup>	Remove tree <sup>2</sup> & stump	
		High	Monitor	Treat/Remove Hazard Branches <sup>3</sup>	Treat/Remove Hazard Branches <sup>3</sup>	Remove Tree <sup>2</sup> & Stump	Remove tree <sup>2</sup> & stump	
	Non-Reproductive Host	Low	Monitor	Monitor	<b>Notify UC ANR; consult with FD – ISHB experts to determine if species is a new reproductive host</b>			
		High	Monitor	Monitor				

<sup>1</sup> Definitions for host value and hazard level vary. Classification must be determined by site and site use (e.g., economic or cultural value and risk to people or property).

<sup>2</sup> Confirm if beetle is actively reproducing within gallery by painting over select entry holes with latex; gallery is active if entry hole is re-opened on painted area.

<sup>3</sup> If ISHB attack is confined to the branches of host tree, prune affected branches immediately to prevent advancement to the trunk. Prune hazardous branches on high-value hosts and treat pruning wounds to prevent re-infestations.

**Figure 1** FD – ISHB management matrix for infested urban forests and locations on the leading edge of the infestation. The matrix was developed by Bea Nobua Behrmann (UC ANR), Monica Dimson (UCLA), Shannon C. Lynch (UCSC), John Kabashima (UC ANR), and Akif Eskalen (UCD), and revised July 2019

- K. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper, **Attachment 2**. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. All DTS forms must be kept on file, for the CDFA Audits Office, for three years.
- L. Complete a monthly ISHB Report, documenting all traps deployed, added, removed and serviced during the month, **Attachment 3**. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.
- M. 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.
- N. 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.
- O. Allow state detection personnel to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- P. Submit invoices, **Attachment 4**, along with the Report Number One monthly by postal mail or e-mail to:

Michael Scholl  
CDFA – PHPPS/Plant Administration  
1220 N Street  
Sacramento, CA 95814  
[Michael.Scholl@cdfa.ca.gov](mailto:Michael.Scholl@cdfa.ca.gov)

1. Submit monthly invoices and corresponding ISHB Report no later than 30 days past the end of the month in which the invoiced activity occurred to both CDFA and to the ISHB Coordinator. Reimbursement will not occur unless the ISHB Report is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Only authorized charges matching the Financial Plan will be reimbursed. For example: salaries, benefits, overhead, supplies, equipment, 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.
  - **Supplies:** Supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting activities associated with the ISHB Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, trapping poles, paper, stationery, general office goods, ink and toner cartridges, organization tools, garbage bags and handi-wipes.
  - **Equipment:** Equipment is considered articles having a useful life of more than one year and a cost equal to or more than \$100. Only equipment directly related to administering and conducting activities associated with the ISHB Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, cell phones, information technology equipment and systems, air conditioning equipment, and reproduction and printing equipment.

All records substantiating that the supplies and equipment are used for the ISHB Program must be maintained by the county.

4. The invoice must contain the following:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number
  - g. Billing period
  - h. Allowable itemized charges as listed on the Financial Plan:
    - i. 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. Invoices received without an accurate Report Number One will not be paid.
    - ii. Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
5. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement.
6. 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.
7. Payment will be made monthly, in arrears, upon receipt of the ISHB Report and approval of the invoice.
8. Please note that CDFA cannot reimburse for more than the total agreement amount. However, the County should continue to send monthly invoices even if the fiscal year agreement funds are depleted.

## Early Detection and Rapid Response Guidelines

Table VII. Trapping protocols by location type.

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

### Trapping in Riparian Corridors and Natural Areas

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

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

#### Option 2: Place one trap near hosts at one-mile intervals.

That should cover what we are planning to do. I should have read it over better. The original protocol called for placement of three traps in close proximity which we don't have the time or resources to do. No need for any changes.

STATE OF CALIFORNIA  
**DAILY TRAPPING SUMMARY**

NAME: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 ROUTE/BOOK: \_\_\_\_\_  
 HOURS: \_\_\_\_\_

COUNTY \_\_\_\_\_  
 VEHICLE: \_\_\_\_\_  
 ENDING MILEAGE: \_\_\_\_\_  
 BEGINNING MILEAGE: \_\_\_\_\_  
 MILES DRIVEN: \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

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



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

Attachment - 3

Invasive Shot Hole Borer Program

Report Number One

COUNTY Riverside County	MONTH	YEAR
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VISUAL INSPECTION	STATE/COUNTY STAFF HOURS			UNITS INSPECTED THIS MONTH		
	COMMITTED	EXPENDED	BALANCE	ACRES NET/GROSS	PROPERTIES	LINEAR MILES
COMMERCIAL CROPS						
PUBLIC CONTACT						
SPECIAL SURVEY						
TRAPPING						
SUPERVISION						
CLERICAL						
TRAINING						

MONTHLY TRAPPING ACTIVITY

TRAP TYPE	Total number of trap servicings	Traps added or removed (+/-)	Total in operation at end of month	TRAP TYPE	Total number of trap servicings	Traps added or removed (+/-)	Total in operation at end of month
ISHB							

COMMENTS:

Date:  
Invoice #:

**California Department of Food and Agriculture**  
Email invoices to Michael Scholl at michael.scholl@cdfa.ca.gov

**Invasive Shot-Hole Borers Program**  
Agreement #  
Invoice for Period Month 0/0/0000-0/0/0000

**Detection Personnel Costs**

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
<b>Total Hours</b>	<u>0.00</u>	<b>Total Salaries</b>	<u>\$0.00</u>

**Non-Detection Personnel Costs**

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
<b>Total Hours</b>	<u>0.00</u>	<b>Total Salaries</b>	<u>\$0.00</u>

<b>Total Personnel Services</b>		\$0.00
<b>Overhead **</b>	25%	\$0.00
<b>Total Personnel Costs:</b>		<u>\$0.00</u>

**Operating Expenses**

Personnel Costs for Regulatory Activities	\$0.00
Overhead Costs	\$0.00
Miscellaneous Costs	\$0.00
Vehicles Mileage	\$0.00
<b>Total Operating Expenses:</b>	<u>\$0.00</u>

**Mileage**

	Total Miles	Rate	
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Leased Vehicles	0.00	0.000	\$0.00
<b>Total Mileage Cost:</b>			<u>\$0.00</u>

**Grand Total:** \$0.00

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

\* The Hourly Rate must include Hourly Wage and Benefit Rate)

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

**Invasive Shot-Hole Borer**

**Personnel Cost Work Sheet**

**FY 2019/2022**

**June 1, 2020 through March 31, 2022**

**Riverside**

Agreement Manager: Erik Downs

<b>Title</b>	<b>Hourly Wage</b>	<b>Hourly Benefit Amount</b>	<b>Total Hourly Rate</b>	<b>Estimated Hours to be Worked</b>	<b>Total Cost</b>
Deputy Agricultural Commissioner	\$61.05	\$25.12	\$86.17	40	\$3,446.80
Supervising Agricultural Inspector/	\$47.23	\$23.12	\$70.35	20	\$1,407.00
Senior Agricultural Inspector/Bio	\$42.94	\$21.63	\$64.57	20	\$1,291.40
Agricultural Inspector/Biologist	\$37.35	\$19.61	\$56.96	20	\$1,139.20
Agricultural Inspector/Biologist Ass	\$30.45	\$15.43	\$45.88	20	\$917.60
Insect Detection Specialist I/II	\$22.72	\$14.14	\$36.86	3096	\$114,118.56
			*Total:	3216	\$122,320.56

**\*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.**

Invasive Shot-hole Borer  
 Tree Removal Work Plan  
 FY 2019/2020 through FY 2021/2022  
 June 1, 2020 through March 31, 2022



CALIFORNIA DEPARTMENT OF  
 FOOD & AGRICULTURE

COUNTY: Riverside  
 Agreement Manager: Erik Downs

Tree Abatement and Monitoring Program		Estimated # of Sites	Estimated Visits/Site	Estimated Hours per Visit	Total Estimated Hours
Trapping for ISHB		7200	1	0.33	2376
Visual Surveys for Host Trees		400	1	1.2	480
<b>Other Activities</b>					
Training					120
Meetings					60
Administrative Support					180
<b>*Total Hours:</b>					<b>3216</b>
<b>Total Personnel Costs</b>					<b>\$122,320.56</b>
<b>Operating Expenses (Not to Exceed 15% of Personal Services Costs)</b>					
Supplies					\$569.30
Equipment - Sampling tools, iPad,					\$2,500.00
Vehicle Mileage	Estimated Miles:	18000	Rate Per Mile:	\$0.575	\$10,350.00
<b>Total Operating Expenses:</b>					<b>\$13,419.30</b>
<b>Indirect Costs</b> ----- Enter county overhead percentage, do not to exceed 25% of Salaries and Benefits				25%	\$30,580.14
<b>TOTAL COST:</b>					<b>\$166,320.00</b>

The Cost Per Hour Worksheet must be submitted with the Workplan.

**Invasive Shot-Hole Borers Program  
Regulatory Work Plan Summary  
FYs 2019/2022  
June 1, 2020 through March 31, 2022**



**Riverside County  
Agreement Manager: Erik Downs**

Expenses	Description	Total		
Personnel Costs for Regulatory Activities	Trapping and Survey Monitoring, Data Entry/Reporting, Supervision, Management and Attend Meetings.	<b>Total Activity Hours:</b>	3,216	<b>\$122,320.56</b>
Overhead Costs	Indirect Costs (Not to exceed 25%of Total Personnel Services Costs)	<b>Overhead Percentage:</b>	25%	<b>\$30,580.14</b>
Miscellaneous Costs	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	<b>Itemized Supply List Required (Y/N):</b>	N	<b>\$3,069.30</b>
Vehicles Mileage	Mileage rate must be \$0.575, or current federal rate ( <a href="http://www.irs.gov">http://www.irs.gov</a> ).	<b>Estimated Miles:</b>	18000	<b>\$10,350.00</b>
		<b>Rate Per Mile:</b>	0.575	
<b>TOTAL COST:</b>			<b>\$166,320.00</b>	

**SCHEDULE A**

**AGRICULTURAL COMMISSIONER**

**BUDGET ADJUSTMENT  
FISCAL YEAR 2019-2020**

**Increase in Appropriations:**

10000-2800100000-510040 Regular Salaries \$6,320

**TOTAL INCREASE IN APPROPRIATIONS: \$6,320**

**Increase Estimated Revenue:**

10000-2800100000-752000 CA-Ag Comm Salary Reimbursement \$6,320

**TOTAL INCREASE IN ESTIMATED REVENUE: \$6,320**