

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



ITEM: 3.5  
(ID # 14398)

MEETING DATE:  
Tuesday, March 09, 2021

FROM: AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Standard Agreement No. 20-0203 with the California Department of Food and Agriculture for the Insect Pest Detection Trapping Program, effective July 1, 2020 through June 30, 2022, All Districts. [\$51,708 - 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Standard Agreement No. 20-0203 with the California Department of Food and Agriculture (CDFA) for the Insect Pest Detection Trapping Program, effective July 1, 2020 through June 30, 2022, in the amount of \$51,708.00; and authorize the Chair of the Board of Supervisors to sign the agreement on behalf of the County.
2. Authorize the Agricultural Commissioner, or his designee, to sign all certifications, assurances, reports, or other related documents, including but not limited to the Postconsumer Content Certification and the Contractor Certification Clauses, required by CDFA for the above mentioned program that are consistent with the Board's approval.

ACTION: Policy

  
Ruben J. Arroyo, Agricultural Commissioner/Sealer 2/25/2021

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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  
Absent: None  
Date: March 9, 2021  
xc: Agric. 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>	\$25,854	\$25,854	\$51,708	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21 & 21/22	

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

**BACKGROUND:**

**Summary**

The county will provide services for placing and servicing traps for the detection of exotic insect pests which are considered detrimental to agriculture and to the economy of California. This agreement includes delimitation work associated with the detection of one or more life states of target pests in the county.

This agreement was approved as to form by County Counsel.

**Contract History and Price Reasonableness**

This agreement has been entered into each year since it's inception in FY 2019/2020; and the dollar amount shall cover all related costs.

**ATTACHMENTS**

**Attachment A:**      **Standard Agreement No. 20-0203 with the California Department of Food and Agriculture**

  
 \_\_\_\_\_  
 Gregory L. Priamos, Director County Counsel      2/25/2021

# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 9, 2021, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 20-0203 between Riverside County and California Department of Food and Agriculture providing: Insect Pest Detection Trapping Program Services.

Roll Call:

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

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

Reset Form

Print Form

SCO ID: 8570-200203

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-0203

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME

COUNTY OF RIVERSIDE

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$51,708.00 - Fifty-One Thousand Seven Hundred Eight Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages	
Exhibit A	Scope of Work	10	
Exhibit A	Attachment 1 - Pest Detection Trapping Guidelines	1	
Exhibit A	Attachment 2 - PEIR Management Practices and Mitigation Measures	4	
+ -	Exhibit A	Attachment 3 - Protocol for Conducting Quality Control Planting of Detection Trapping Programs	4
+ -	Exhibit A	Attachment 4 - Tiering Strategy Checklist	3
+ -	Exhibit A	Attachment 5 - Commitment Forms	2
+ -	Exhibit B	Budget Detail and Payment Provisions	1
+ -	Exhibit B	Attachment 1 - Financial Plan	16
+ -	Exhibit C	General Terms and Conditions	4
+ -	Exhibit D	Special Provisions	2
+ -	Exhibit E	Additional Provisions	5
+ -	Exhibit F	Federal Terms and Conditions	4

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/DLSR/resources>

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.

Reset Form

Print Form

SCOID: 8570-200203

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-0203

PURCHASING AUTHORITY NUMBER (if Applicable)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

COUNTY OF RIVERSIDE

CONTRACTOR BUSINESS ADDRESS

PO BOX 1089

CITY

RIVERSIDE

STATE

CA

ZIP

92502

PRINTED NAME OF PERSON SIGNING

Karen Spiegel

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

*Karen S. Spiegel*  
STATE OF CALIFORNIA

DATE SIGNED

03-09-2021

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS

1220 N STREET, ROOM 120

CITY

SACRAMENTO

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

MONICA AGUIRRE

TITLE

STAFF SERVICES MANAGER I

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[Redacted Signature]

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

DGS LTR 28.9

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*  
DEPUTY

FORM APPROVED BY COUNTY COUNSEL  
BY: *[Signature]*  
DANIELLE MALAND

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor shall perform pest surveillance and trapping activities for the California Department of Food and Agriculture's Pest Detection/Emergency Projects Branch (PD-EP).
2. The services shall be performed in Riverside County.
3. The project representatives during the term of this agreement will be:

<b>State Agency</b>	<b>Contractor:</b>
Name: Jason Leathers Rudy Martinez	Name: Ruben Arroyo
Section/Unit: PD/EP	Section/Unit: Agricultural Commissioner's Office
Address: 2800 Gateway Oaks Drive Sacramento, CA 95833	Address: 3403 10th Street, Suite 701 Riverside, CA 92501-3609
Phone: 916.654.1211 916.403.6653	Phone: 951.955.3022
Email: <a href="mailto:jason.leathers@cdfa.ca.gov">jason.leathers@cdfa.ca.gov</a> <a href="mailto:rudy.martinez@cdfa.ca.gov">rudy.martinez@cdfa.ca.gov</a>	Email: <a href="mailto:ruarroyo@rivco.org">ruarroyo@rivco.org</a>

4.

Federal Agency	USDA, APHIS, PPQ
Federal Award Identification Number	AP20PPQFO000C367
Federal Award Date	1/1/2020
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Plant and Animal Disease, Pest Control and Animal Care 10.025
Amount Awarded to State Agency	\$6,800,000.00
Effective Dates for State Agency	1/1/2020 – 12/31/2020
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency	USDA, APHIS, PPQ
Federal Award Identification Number	AP20PPQFO000C457
Federal Award Date	7/1/2020
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Plant and Animal Disease, Pest Control and Animal Care 10.025
Amount Awarded to State Agency	\$400,000.00
Effective Dates for State Agency	7/1/2020 TO 6/30/2021
Federal Award to State Agency is Research & Development (Yes/No)	No

6. Detailed description of work to be performed and duties of all parties.

AGENCY RESPONSIBILITY

**Section 1**

**CDFA shall:**

- A. Provide all traps, trap parts and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form (60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG). The current version is on the CDFA website at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG). For guidelines for additional activities, see: [https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/Additional\\_Surveys.pdf](https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/Additional_Surveys.pdf)
- E. Provide annual training programs for county trapping supervisors and trappers.
- F. Provide quality control (QC) of the county trapping program via inspections and QC plants. The current county QC plant protocol is attached and is available from the CDFA District Entomologist.
- G. Provide for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- H. 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.
- I. Assist in data conversion into CalTrap.
- J. Provide reimbursement for data conversion, iPads and accessories.
- K. Provide training in the use of CalTrap.

**Section 2**

**The County Agricultural Commissioner shall:**

- A. Submit a completed financial plan, trapping hours worksheet, PEIR checklists, and commitment form, which are attached hereto and made part of this agreement.

- B. Hire and train personnel as needed.
- C. Provide and maintain trapping vehicles.
- D. Ensure that supervisors and trapping personnel attend training provided by District Entomologists.
- E. Ensure that all trapping activities conform to the current version of the ITG.
  - 1) Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  - 2) Should there be a discrepancy between the Scope of Work or the enclosed Trapping Guidelines and the ITG, the Scope of Work and Trapping Guidelines shall supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form (60-221).
- G. 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 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. Requirements for the various trap types are as follows.
    - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
    - b. Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
    - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
    - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
    - e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.



- f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
  - g. McPhail trap – full trap number and servicing dates on calendar card.
- H. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and GM) 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 daily, but in any event must be done within a week of removal from the field.
- I. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the District Entomologist, and sent to the Plant Pest Diagnostic Center in Sacramento with an accompanying Pest and Damage Record (PDR).
- J. Ensure that all county commitment traps are placed, serviced, maintained, and removed in the same manner as state funded traps and that all data collected from these traps are also maintained in the same manner as state funded traps.
- K. 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 is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and 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_Appendices_B-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_Appendices_H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the enclosed checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the county dates and signs a copy of each Checklist and sends that copy to Rudy Martinez ([cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)) at PD/EP headquarters at the address listed under item T to signify that the PEIR requirements were implemented.
- L. 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.

- M. 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.
- N. 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.
- O. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap website (login information will be provided upon confirmation that the county will be performing the data conversion); 2) Bulk upload – enter data into an Excel spreadsheet; 3) CDFA will enter the data. Reference the CalTrap website at [www.caltrap-info.com](http://www.caltrap-info.com) for additional information about the project.

Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2020-2021 and 2021-2022.

- P. 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.
- Q. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- R. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:

Rudy Martinez  
CDFA - PD/EP  
2800 Gateway Oaks Drive  
Sacramento, CA 95833  
[cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)

- 1) 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.
- 2) If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
- 3) Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
- 4) A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number
  - g. Billing period
  - h. Percentages of trapping activity credited to fruit flies vs. GM vs. JB vs. any additional activities on the THWS (e.g. false codling moth, palm weevil, khapra beetle, etc.)
  - i. 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) Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #4.
- 6) All invoices, including any invoice 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.
- 7) 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.

- 8) Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of the invoice.
  
- 9) Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if the fiscal year agreement funds are depleted, as this can be useful information for future budget allocations.

INVOICE

7/29/20

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

Date:  
 County:  
 Agreement No:  
 Invoice No:  
 Billing Period:  
 Revision Date:

A. PERSONNEL

SALARY - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

<u>HOURS</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>COST</u>
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
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>		\$0.00

BENEFITS

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>		\$0.00

SALARY - Non-Detection

	<u>Employee Name</u>	<u>Title</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

<u>HOURS</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>COST</u>
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
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>		\$0.00

BENEFITS

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>		\$0.00

25 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST</u>
\$0.00	\$0.00	\$0.00
<b>TOTAL PERSONNEL COST:</b>		\$0.00

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

<u>Description</u>	<u>COST</u>
1	\$0.00
2	\$0.00
3	\$0.00

4

C. SUBCONTRACTOR	TITLE
1	
2	
3	
4	

TOTAL SUPPLY COST:		\$0.00
HOURLY RATE	HOURS	COST
		\$0.00
		\$0.00
		\$0.00
TOTAL SUBCONTRACTOR COST:		\$0.00

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)

MILEAGE PER MONTH	RATE*	COST
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
STATE/COUNTY VEHICLE SUBTOTAL:		\$0.00

\* Mileage rates: County vehicle = Not to exceed \$0.575 per mile. 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.  
 State-owned vehicle = \$0.285 per mile.

LICENSE #	LEASED

LEASE RATE	MILEAGE PER MONTH	RATE*	COST
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
LEASED VEHICLE SUBTOTAL:			\$0.00

TOTAL TRANSPORTATION COST: \$0.00

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

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

Remit payment to:  
 Contact Person  
 Mailing Address  
 Contact Phone No  
 Contact Email

Trapping Activity	Required	Optional
	Percentage	Amount
Furb Files	0%	
GM	0%	
JB	0%	
	0%	

**"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE  
 FY 2020 - 22 Pest Detection CalTrap**

**INVOICE**

7/28/20

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

Date:  
 County:  
 Agreement No:  
 Invoice No:  
 Billing Period:  
 Revision Date:

**A. CALTRAP**

<u>Item</u>	<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00
<hr/>			
	<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
<b>TOTAL CALTRAP COST:</b>			<b>\$0.00</b>

\*This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

**TOTAL MONTHLY INVOICE: \$0.00**

**COMMENTS:**

Remit payment to:  
 Contact Person  
 Mailing Address  
 Contact Phone No  
 Contact Email

## **PEST DETECTION TRAPPING GUIDELINES (#11)**

### **Riverside, South District**

#### **Fiscal Years 2020-21 & 2021-22**

1. Ensure that GM traps are serviced every 14 days during the trapping season, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
2. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at [https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/Additional\\_Surveys.pdf](https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/Additional_Surveys.pdf), unless other arrangements are agreed upon with the District Entomologist.



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

**January 2020**

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.

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
PEST DETECTION/EMERGENCY PROJECTS**

**PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING  
OF DETECTION TRAPPING PROGRAMS**

**January 2020**

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, [https://www.cdfa.ca.gov/plant/PDEP/Insect\\_Trapping\\_Guide/index.html](https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html)).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

**Types of Plants**

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

**Frequency**

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

***Preparation***

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), gypsy moth (GM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
  - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
  - b. GMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
  - c. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multilure or Champ	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson	MF
c. Cue-lure Jackson	ML
d. Methyl eugenol Jackson	OF
e. GM	GM
f. JB	JB
g. EGVM	EGVM

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of EGVM and GM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

#### ***Planting Procedure***

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. GM and EGVM will be placed so that the tops of the wings are visible, and GM may be placed under the trap lip to ensure that the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are

compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

### **Reporting**

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., rl for Ray Leclerc) - qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:  
TBD

QCP contact at PD/EP Headquarters:  
Jason Leathers  
[Jason.leathers@cdfa.ca.gov](mailto:Jason.leathers@cdfa.ca.gov) Fax (916) 654-0555

### ***Sample Submission***

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the

specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab  
CDFA Plant Pest Diagnostics Center  
3294 Meadowview Road  
Sacramento, CA 95832-1448  
Phone: 916-262-1100

#### ***Missed Plant***

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

**Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.**

- 1. Fruit Flies or EGVM: Three (in any combination)**
- 2. GM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.



# Attachment 1 - Tiering Strategy Checklist

California Department of Food and Agriculture

Agreement No. 20-0203

Exhibit A. Attachment 4

3 Pages

Start Date:	July 1, 2020
Project Leader:	Ruben Arroyo
Description of Activity:	Gypsy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Gypsy moth trapping conducted within the whole of Riverside County. Property types are various (residential, agriculture, mixed use, undeveloped) and have gypsy moth host plants on or near them.

**Part A**

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect gypsy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19


**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>	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
Mitigation Measure BIO-CHEM-2: 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	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: 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?	Y	(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?	Y	(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?	Y	(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?	Y	(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*:	 ERIC DOWNS FOR RUBEN ARROYO
End Date:	JUNE 30 <sup>th</sup> 2022

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

**PEST DETECTION/EMERGENCY PROJECTS**

**FY 2020 / 2021 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Ruebn Arroyo	COUNTY Riverside
DETECTION SPECIALIST Erik Downs	DATE 1/11/2021

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
<b>TRAPPING</b>		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	0	/ 0	0	/ 0
McPHAIL TRAP	MP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	0	/ 0	0	/ 0
GYPSY MOTH	GM	35		0		35	
JAPANESE BEETLE	JB	0		0		0	
MISCELLANEOUS:		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

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

**PEST DETECTION/EMERGENCY PROJECTS**

**FY 2021 / 2022 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Ruben Arroyo	COUNTY Riverside
DETECTION SPECIALIST Erik Downs	DATE 1/11/2021

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
<b>TRAPPING</b>		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	0	/ 0	0	/ 0
McPHAIL TRAP	MP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	0	/ 0	0	/ 0
GYPSY MOTH	GM	35		0		35	
JAPANESE BEETLE	JB	0		0		0	
MISCELLANEOUS:		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
<b>SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:</b>							

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **Invoicing and Payment**

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
2. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
3. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources.  
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

#### **Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

#### **Prompt Payment Clause**

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**RIVERSIDE**

**COUNTY DEPARTMENT OF AGRICULTURE Exhibit B, Attachment 1**

**FY 2020-21 Pest Detection Trapping Gypsy Moth (GM) Financial Plan**

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

**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Trapper	TAP Employee	10.00	3.00	30.00
2 ASI	Agriculture and Standards Investigator	10.00	2.50	25.00
<b>Subtotal:</b>				<b>55.00</b>

**2. SALARIES - Detection Trappers**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Trapper	TAP Employee	\$13.19	30.00	\$396.00
2 ASI	Agriculture and Standards Investigator	\$35.09	25.00	\$877.00
<b>Subtotal:</b>				<b>\$1,273.00</b>

**3. BENEFITS - Detection Trappers**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Trapper	TAP Employee	0.1560%	\$396.00	\$1.00
2 ASI	Agriculture and Standards Investigator	47.0000%	\$877.00	\$412.00
<b>Subtotal:</b>				<b>\$413.00</b>

**DETECTION STAFF SUBTOTAL: \$1,686.00**

**4. STAFF - Non-Detection**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 OA	Office Assistant	0.25	52.00	13.00
2 SASI	Supervising ASI	0.25	52.00	13.00
3 Deputy	Deputy Agricultural Commissioner	0.25	52.00	13.00
<b>Subtotal:</b>				<b>39.00</b>

**5. SALARIES - Non-Detection Staff**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 OA	Office Assistant	\$22.48	13.00	\$292.00
2 SASI	Supervising ASI	\$40.05	13.00	\$521.00
3 Deputy	Deputy Agricultural Commissioner	\$48.69	13.00	\$633.00
<b>Subtotal:</b>				<b>\$1,446.00</b>

**6. BENEFITS - Non-Detection Staff**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 OA	Office Assistant	47.0000%	\$292.00	\$137.00
2 SASI	Supervising ASI	47.0000%	\$521.00	\$245.00
3 Deputy	Deputy Agricultural Commissioner	47.0000%	\$633.00	\$298.00
<b>Subtotal:</b>				<b>\$680.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$2,126.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$2,719.00	\$1,093.00	\$953.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$4,765.00</b>

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

<u>Description</u>	COST
1 Traps	\$100.00
2 Bait	\$100.00
3 Forms	\$50.00
4 Other	\$50.00
<b>TOTAL SUPPLY COST:</b>	<b>\$300.00</b>

**C. SUBCONTRACTOR**

<u>TITLE</u>	HOURLY RATE	HOURS	COST
1			\$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 <sup>2</sup>	COST	
1.00	1.00	250.00	\$0.575	\$144.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$144.00</b>	

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>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection Other 1 Cost:</b>	<b>\$5,209.00</b>
<b>Pest Detection Total Other Cost:</b>	<b>\$25,854.00</b>
<b>Other Cost:</b>	<b>\$18,654.00</b>
<b>Other Caltrap Cost:</b>	<b>\$7,200.00</b>

COMMENTS:



**RIVERSIDE**

**COUNTY DEPARTMENT OF AGRICULTURE**

**FY 2020-21 Pest Detection Trapping European Corn Borer (ECB) Financial Plan**

1/22/20

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

**A. PERSONNEL<sup>1</sup>**

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Trapper	TAP Employee	8.00	15.00	120.00
2 ASI	Agriculture and Standards Investigator	10.00	2.00	20.00
			<b>Subtotal:</b>	<b>140.00</b>

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Trapper	TAP Employee	\$13.19	120.00	\$1,583.00
2 ASI	Agriculture and Standards Investigator	\$35.09	20.00	\$702.00
			<b>Subtotal:</b>	<b>\$2,285.00</b>

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Trapper	TAP Employee	15.6000%	\$1,583.00	\$247.00
2 ASI	Agriculture and Standards Investigator	47.0000%	\$702.00	\$330.00
			<b>Subtotal:</b>	<b>\$577.00</b>

**DETECTION STAFF SUBTOTAL: \$2,862.00**

4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 OA	Office Assistant	0.25	52.00	13.00
2 SASI	Supervising ASI	0.25	52.00	13.00
3 Deputy	Deputy Agricultural Commissioner	0.25	52.00	13.00
			<b>Subtotal:</b>	<b>39.00</b>

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 OA	Office Assistant	\$22.48	13.00	\$292.00
2 SASI	Supervising ASI	\$40.05	13.00	\$521.00
3 Deputy	Deputy Agricultural Commissioner	\$48.69	13.00	\$633.00
			<b>Subtotal:</b>	<b>\$1,446.00</b>

6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 OA	Office Assistant	47.0000%	\$292.00	\$137.00
2 SASI	Supervising ASI	47.0000%	\$521.00	\$245.00
3 Deputy	Deputy Agricultural Commissioner	47.0000%	\$633.00	\$298.00
			<b>Subtotal:</b>	<b>\$680.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$2,126.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$3,731.00	\$1,257.00	\$1,247.00

**TOTAL PERSONNEL COST : \$6,235.00**

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

Description	COST
1 Traps	\$100.00
2 Bait	\$100.00
3 Forms	\$50.00
4 Other	\$50.00
<b>TOTAL SUPPLY COST:</b>	<b>\$300.00</b>

C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				\$0.00
2				\$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 <sup>2</sup>	COST	
1.00	1.00	150.00	\$0.575	\$86.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$86.00</b>	

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>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection Other 2 Cost:</b>	<b>\$6,621.00</b>
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COMMENTS:

[Redacted area for comments]

RIVERSIDE

COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Kapra Beetle (KB) Financial Plan

1/22/20

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

A. PERSONNEL<sup>1</sup>

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Trapper	TAP Employee	10.00	6.00	60.00
2 ASI	Agriculture and Standards Investigator	10.00	4.00	40.00
			<b>Subtotal:</b>	<b>100.00</b>

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Trapper	TAP Employee	\$13.19	60.00	\$791.00
2 ASI	Agriculture and Standards Investigator	\$35.09	40.00	\$1,404.00
			<b>Subtotal:</b>	<b>\$2,195.00</b>

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Trapper	TAP Employee	15.6000%	\$791.00	\$123.00
2 ASI	Agriculture and Standards Investigator	47.0000%	\$1,404.00	\$660.00
			<b>Subtotal:</b>	<b>\$783.00</b>

**DETECTION STAFF SUBTOTAL: \$2,978.00**

4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 OA	Office Assistant	0.25	52.00	13.00
2 SASI	Supervising ASI	0.25	52.00	13.00
3 Deputy	Deputy Agricultural Commissioner	0.25	52.00	13.00
			<b>Subtotal:</b>	<b>39.00</b>

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 OA	Office Assistant	\$22.48	13.00	\$292.00
2 SASI	Supervising ASI	\$40.05	13.00	\$521.00
3 Deputy	Deputy Agricultural Commissioner	\$48.69	13.00	\$633.00
			<b>Subtotal:</b>	<b>\$1,446.00</b>

6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 OA	Office Assistant	47.0000%	\$292.00	\$137.00
2 SASI	Supervising ASI	47.0000%	\$521.00	\$245.00
3 Deputy	Deputy Agricultural Commissioner	47.0000%	\$633.00	\$298.00
			<b>Subtotal:</b>	<b>\$680.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$2,126.00**

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	\$3,641.00	\$1,463.00	\$1,276.00
<b>TOTAL PERSONNEL COST :</b>	<b>\$6,380.00</b>		

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

Description	COST
1 Traps	\$100.00
2 Bait	\$100.00
3 Forms	\$50.00
4 Other	\$50.00
<b>TOTAL SUPPLY COST:</b>	<b>\$300.00</b>

C. SUBCONTRACTOR		HOURLY RATE	HOURS	COST
1	TITLE			\$0.00
2				\$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 <sup>2</sup>	COST	
1.00	1.00	250.00	\$0.575	\$144.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$144.00</b>	

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

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

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection Other 3 Cost:</b>	<b>\$6,824.00</b>
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COMMENTS:

[Redacted area for comments]

"COUNTY NAME"

COUNTY DEPARTMENT OF AGRICULTURE  
FY 2020-21 CalTrap Financial Plan

1/22/20

Green = fillable cells to be completed by the County.

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Orange = instructions.

A. CALTRAP

DATA			
CONVERSION	NO. OF	COST	
MANUAL ENTRY	SITES*	PER SITE	COST
	0.00	\$1.4000	\$0.00

DATA			
CONVERSION	NO. OF	COST	
BULK UPLOAD	SITES*	PER SITE	COST
	0.00	\$0.6323	\$0.00

	NO. OF	COST	
IPAD	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

	NO. OF	COST	
IPAD	DEVICES	PER DEVICE**	COST
ACCESSORIES	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	\$50.00	12.00	10.00	\$6,000.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	\$10.00	12.00	10.00	\$1,200.00

CalTrap Cost: \$7,200.00

\* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

\*\* This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

**TRAPPING HOURS/YEAR WORKSHEET**

Green = fillable cells to be completed by the County.  
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**TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GM												
ECB												
KB												

weekly servicings       biweekly servicings       monthly servicings

Trap Type	# of traps/sites	x	serv/year*	=	serv/year/trap
GM	28	x	6.00	=	168
ECB	46	x	12.00	=	552
KB	24	x	12.00	=	288
<b>Total:</b>					<b>1,008</b>

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

GM Total	168 (A)	+	3.00 (B)	=	56.00 (C)	x1.1(10%)	61.60 (D)
ECB Total	552 (A)	+	4.00 (B)	=	138.00 (C)	x1.1(10%)	151.80 (D)
KB Total	288 (A)	+	3.00 (B)	=	96.00 (C)	x1.1(10%)	105.60 (D)

- A = Servicings/year/trap - calculated electronically from cells H41 through H51. Formula may be edited to group traps.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

**RIVERSIDE**

**COUNTY DEPARTMENT OF AGRICULTURE**

**FY 2021-22 Pest Detection Trapping Gypsy Moth (GM) Financial Plan**

1/22/21

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**A. PERSONNEL<sup>1</sup>**

**1. STAFF - Detection Trappers**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Trapper	TAP Employee	10.00	3.00	30.00
2 ASI	Agriculture and Standards Investigator	10.00	2.50	25.00
<b>Subtotal:</b>				<b>55.00</b>

**2. SALARIES - Detection Trappers**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Trapper	TAP Employee	\$13.19	30.00	\$396.00
2 ASI	Agriculture and Standards Investigator	\$35.09	25.00	\$877.00
<b>Subtotal:</b>				<b>\$1,273.00</b>

**3. BENEFITS - Detection Trappers**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Trapper	TAP Employee	0.1560%	\$396.00	\$1.00
2 ASI	Agriculture and Standards Investigator	47.0000%	\$877.00	\$412.00
<b>Subtotal:</b>				<b>\$413.00</b>

**DETECTION STAFF SUBTOTAL: \$1,686.00**

**4. STAFF - Non-Detection**

<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 OA	Office Assistant	0.25	52.00	13.00
2 SASI	Supervising ASI	0.25	52.00	13.00
3 Deputy	Deputy Agricultural Commissioner	0.25	52.00	13.00
<b>Subtotal:</b>				<b>39.00</b>

**5. SALARIES - Non-Detection Staff**

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 OA	Office Assistant	\$22.48	13.00	\$292.00
2 SASI	Supervising ASI	\$40.05	13.00	\$521.00
3 Deputy	Deputy Agricultural Commissioner	\$48.69	13.00	\$633.00
<b>Subtotal:</b>				<b>\$1,446.00</b>

**6. BENEFITS - Non-Detection Staff**

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 OA	Office Assistant	47.0000%	\$292.00	\$137.00
2 SASI	Supervising ASI	47.0000%	\$521.00	\$245.00
3 Deputy	Deputy Agricultural Commissioner	47.0000%	\$633.00	\$298.00
<b>Subtotal:</b>				<b>\$680.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$2,126.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$2,719.00	\$1,093.00	\$953.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$4,765.00</b>

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

<u>Description</u>	COST
1 Traps	\$100.00
2 Bait	\$100.00
3 Forms	\$50.00
4 Other	\$50.00
<b>TOTAL SUPPLY COST:</b>	<b>\$300.00</b>

**C. SUBCONTRACTOR**

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$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 <sup>2</sup>	COST	
1.00	1.00	250.00	\$0.575	\$144.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$144.00</b>	

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>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

**Pest Detection Other 1 Cost: \$5,209.00**

**FY: 2020-2021 Pest Detection Total Other Cost: \$25,854.00**

**Other Cost: \$18,654.00**  
**Other Caltrap Cost: \$7,200.00**

COMMENTS:



**RIVERSIDE**

**COUNTY DEPARTMENT OF AGRICULTURE**

**FY 2021-22 Pest Detection Trapping European Corn Borer (ECB) Financial Plan**

1/22/21

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

**A. PERSONNEL<sup>1</sup>**

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Trapper	TAP Employee	8.00	15.00	120.00
2 ASI	Agriculture and Standards Investigator	10.00	2.00	20.00
			<b>Subtotal:</b>	<b>140.00</b>
2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Trapper	TAP Employee	\$13.19	120.00	\$1,583.00
2 ASI	Agriculture and Standards Investigator	\$35.09	20.00	\$702.00
			<b>Subtotal:</b>	<b>\$2,285.00</b>
3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Trapper	TAP Employee	15.6000%	\$1,583.00	\$247.00
2 ASI	Agriculture and Standards Investigator	47.0000%	\$702.00	\$330.00
			<b>Subtotal:</b>	<b>\$577.00</b>
<b>DETECTION STAFF SUBTOTAL:</b>				<b>\$2,862.00</b>
4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 OA	Office Assistant	0.25	52.00	13.00
2 SASI	Supervising ASI	0.25	52.00	13.00
3 Deputy	Deputy Agricultural Commissioner	0.25	52.00	13.00
			<b>Subtotal:</b>	<b>39.00</b>
5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 OA	Office Assistant	\$22.48	13.00	\$292.00
2 SASI	Supervising ASI	\$40.05	13.00	\$521.00
3 Deputy	Deputy Agricultural Commissioner	\$48.69	13.00	\$633.00
			<b>Subtotal:</b>	<b>\$1,446.00</b>
6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 OA	Office Assistant	47.0000%	\$292.00	\$137.00
2 SASI	Supervising ASI	47.0000%	\$521.00	\$245.00
3 Deputy	Deputy Agricultural Commissioner	47.0000%	\$633.00	\$298.00
			<b>Subtotal:</b>	<b>\$680.00</b>
<b>NON-DETECTION STAFF SUBTOTAL:</b>				<b>\$2,126.00</b>
25.00 % Overhead (Not to exceed 25%)		SALARIES	BENEFITS	OVERHEAD COST
		\$3,731.00	\$1,257.00	\$1,247.00
<b>TOTAL PERSONNEL COST :</b>				<b>\$6,235.00</b>

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

Description	COST
1 Traps	\$100.00
2 Bait	\$100.00
3 Forms	\$50.00
4 Other	\$50.00
<b>TOTAL SUPPLY COST:</b>	<b>\$300.00</b>

**C. SUBCONTRACTOR**

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$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 <sup>2</sup>	COST	
1.00	1.00	150.00	\$0.575	\$86.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$86.00</b>	

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>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection Other 2 Cost:</b>	<b>\$6,621.00</b>
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COMMENTS:

[Redacted area for comments]

RIVERSIDE

COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Kapra Beetle (KB) Financial Plan

1/22/21

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

A. PERSONNEL<sup>1</sup>

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 Trapper	TAP Employee	10.00	6.00	60.00
2 ASI	Agriculture and Standards Investigator	10.00	4.00	40.00
			<b>Subtotal:</b>	<b>100.00</b>

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 Trapper	TAP Employee	\$13.19	60.00	\$791.00
2 ASI	Agriculture and Standards Investigator	\$35.09	40.00	\$1,404.00
			<b>Subtotal:</b>	<b>\$2,195.00</b>

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Trapper	TAP Employee	15.6000%	\$791.00	\$123.00
2 ASI	Agriculture and Standards Investigator	47.0000%	\$1,404.00	\$660.00
			<b>Subtotal:</b>	<b>\$783.00</b>

**DETECTION STAFF SUBTOTAL: \$2,978.00**

4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 OA	Office Assistant	0.25	52.00	13.00
2 SASI	Supervising ASI	0.25	52.00	13.00
3 Deputy	Deputy Agricultural Commissioner	0.25	52.00	13.00
			<b>Subtotal:</b>	<b>39.00</b>

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 OA	Office Assistant	\$22.48	13.00	\$292.00
2 SASI	Supervising ASI	\$40.05	13.00	\$521.00
3 Deputy	Deputy Agricultural Commissioner	\$48.69	13.00	\$633.00
			<b>Subtotal:</b>	<b>\$1,446.00</b>

6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 OA	Office Assistant	47.0000%	\$292.00	\$137.00
2 SASI	Supervising ASI	47.0000%	\$521.00	\$245.00
3 Deputy	Deputy Agricultural Commissioner	47.0000%	\$633.00	\$298.00
			<b>Subtotal:</b>	<b>\$680.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$2,126.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$3,641.00	\$1,463.00	\$1,276.00

**TOTAL PERSONNEL COST : \$6,380.00**

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

Description	COST
1 Traps	\$100.00
2 Bair	\$100.00
3 Forms	\$50.00
4 Other	\$50.00
<b>TOTAL SUPPLY COST:</b>	<b>\$300.00</b>

C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				\$0.00
2				\$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 <sup>2</sup>	COST	
1.00	1.00	250.00	\$0.575	\$144.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE <sup>2</sup>	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 <sup>2</sup>	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$144.00</b>	

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>

<sup>1</sup>Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

<sup>2</sup>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.

<b>Pest Detection Other 3 Cost:</b>	<b>\$6,824.00</b>
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COMMENTS:

"COUNTY NAME"

COUNTY DEPARTMENT OF AGRICULTURE  
FY 2020-21 CalTrap Financial Plan

1/22/20

Green = fillable cells to be completed by the County.

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Orange = instructions.

A. CALTRAP

DATA	CONVERSION	NO. OF	COST	
MANUAL ENTRY	SITES*	PER SITE		COST
	0.00	\$1.4000		\$0.00

DATA	CONVERSION	NO. OF	COST	
BULK UPLOAD	SITES*	PER SITE		COST
	0.00	\$0.6323		\$0.00

IPAD	NO. OF	COST	
DEVICES	PER DEVICE**		COST
	0.00	\$0.00	\$0.00

IPAD	NO. OF	COST	
ACCESSORIES	DEVICES	PER DEVICE**	COST
	0.00	\$0.00	\$0.00

DATA	COST PER	NO. OF	NO. OF	
PLAN	MONTH	USAGE	DEVICES	COST
		MONTHS		
	\$50.00	12.00	10.00	\$6,000.00

INSURANCE/WARRANTY	COST PER	NO. OF	NO. OF	
(OPTIONAL)	MONTH	USAGE	DEVICES	COST
		MONTHS		
	\$10.00	12.00	10.00	\$1,200.00

CalTrap Cost: **\$7,200.00**

\* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

\*\* This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

**TRAPPING HOURS/YEAR WORKSHEET**

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**TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GM												
ECB												
KB												

weekly servicings       biweekly servicings       monthly servicings

Trap Type	# of traps/sites	x	serv/year*	=	serv/year/trap
GM	28	x	6.00	=	168
ECB	46	x	12.00	=	552
KB	24	x	12.00	=	288
Total:					1,008

NOTE: serv/year\*. Insert figure from Servicings per Year sheet 66\_223A. For visual/sampling, enter # of visits per site.

GM Total	168 (A)	+	3.00 (B)	=	56.00 (C)	x1.1(10%)	61.60 (D)
ECB Total	552 (A)	+	4.00 (B)	=	138.00 (C)	x1.1(10%)	151.80 (D)
KB Total	288 (A)	+	3.00 (B)	=	96.00 (C)	x1.1(10%)	105.60 (D)

- A = Servicings/year/trap - calculated electronically from cells H41 through H51. Formula may be edited to group traps.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

GTC 04/2017

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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



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

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

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

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

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

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

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

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

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

1. **Excise Tax**

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

2. **Settlement of Disputes**

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

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

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

5. **Potential Subcontractors**

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

obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right to Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause

## **EXHIBIT E**

### **ADDITIONAL PROVISIONS**

#### **CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT**

All federal recipients are subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200), and other laws and regulations affecting federal assistance.

#### **Federal Funding Accountability and Transparency Act**

Upon selection of an award, Recipients of federal funds will need to comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA). This includes disclosing the names and total compensation of the five most highly compensated officers of the entity if:

- 1) The entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and
- 2) \$25,000,000 or more in annual revenues from federal awards; and
- 3) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934.

#### **System of Award Management**

All entities applying for funding, including renewal funding, must have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) Number. A DUNS Number is a unique, non-indicative nine-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. In addition to having a DUNS number, entities must be registered in the System for Award Management. All entities must register with SAM.gov. Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually.

Entities will be required to provide their organization's DUNS number before CDFA can enter into an agreement. The registration process can take a few weeks; therefore, entities are highly encouraged to begin the registration process now.

#### **CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS**

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

#### **UNFAIR PRACTICES ACT**

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

#### **CONFLICT OF INTEREST**

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

### **DISPUTES**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA or the designated representative and the Contractor for joint resolution.

### **INSURANCE REQUIREMENTS**

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

#### **1. General Provisions Applying to All Policies**

- A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- C. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- D. Primary clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- H. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- I. Satisfying an SIR – All insurance required by this contract must allow the State to pay/and or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
- J. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

## 2. Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

### A. Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

### B. Automobile Liability

Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

### C. Workers Compensation Insurance

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this contract.

In addition, employer's liability limits of \$1,000,000.00 are required. By signing the contract, Contractor acknowledges compliance with these regulations.

**A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.**

D. Self-Insurance

In lieu of maintaining commercial insurance coverage, Contractor may adopt alternative risk management programs, which the State of California determines to be reasonable and which shall not have a material adverse impact on reimbursement from third-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, or to establish to participate in other alternative risk management programs.

- i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ii. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
- iii. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.

**MULTIPLE CONTRACTORS**

The CDFA may undertake or award other contractors for additional work and the Contractor shall fully cooperate with other contractors and State employees.

**SUBCONTRACTORS**

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

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

**POTENTIAL SUBCONTRACTORS**

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to



the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to the subcontractor.

### **REPORTS**

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

### **PRIORITY HIRING CONSIDERATIONS**

The Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of and under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

### **FORCE MAJEURE**

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, pandemic, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

### **AMERICAN DISABILITIES ACT**

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

### **NATIONAL LABOR RELATIONS CERTIFICATION**

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

### **AB 1887 AND TRAVEL**

California Assembly Bill prohibits the use of state-funded or sponsored travel to any state that has enacted discriminatory laws or practices. The Attorney General maintains a current list of states that are subject to the travel prohibition on its website: <https://oag.ca.gov/ab1887>. Costs associated with travel to the states affected by this restriction are unallowable.

## Exhibit F

### 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 3701, 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 2 CFR 415; 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. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. 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.

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**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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**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

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Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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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 lessor 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.