



Contract Number

24-153 A-1

SAP Number

Department of Agriculture/Weights & Measures

Department Contract Representative
Telephone Number

Brady Gergovich
909-387-2115

Contractor

California Department of Food and
Agriculture – Plant Health / Pest
Detection, Emergency Projects

Contractor Representative
Telephone Number

Joanna Fisher
916-202-0879

Contract Term

July 1, 2023 through June 30, 2024

Original Contract Amount

\$876,210

Amendment Amount

\$200,000

Total Contract Amount

\$1,076,210

Cost Center

611 110 1000

Briefly describe the general nature of the contract: Approve Amendment No. 1 to Revenue Agreement No. 24-153 (State Agreement No. 22-1694-028-SF) for the Exotic Fruit Fly Pest Detection Trapping Program, adding for the establishment and administration of a contract with a fruit picking service to remove Oriental fruit fly host material from properties as directed by the California Department of Food and Agriculture, increasing the amount by \$200,000, from \$876,210 to \$1,076,210, with no change to the contract term of July 1, 2023 through June 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Brett Davison, County Counsel

Date 5/29/24
Non-Standard Contract Coversheet

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶

Brady Gergovich, Agricultural
Commissioner/Sealer

Date

**AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER **22-1694-028-SF**
AMENDMENT NUMBER **1**

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN BERNARDINO

2. The term of this Agreement is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$1,076,210.00

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:

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$200,000.00 for a new total not to exceed \$1,076,210.00.

The additional funds will be used for the Recipient to support and work in coordination with CDFA on their fruit removal pickers contract. Increasing the funding for the Recipient to complete these activities will enhance the overall impact of the project.

The Scope of Work, Core Fruit Fly Financial Plan, and Budget and Survey Quick Guide are attached (12 Pages). Amended information is added in red text. The attached Scope of Work, Core Fruit Fly Financial Plan, and Budget and Survey Quick Guide hereby replace the ones in the original Agreement.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN BERNARDINO

BY (Authorized Signature)

DATE SIGNED

JUN 11 2024

PRINTED NAME AND TITLE OF PERSON SIGNING

Dawn Rowe, Chair, Board of Supervisors

ADDRESS

777 E Rialto Avenue, San Bernardino, CA 92415-0720

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED

6/25/2024

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2023 – 2024
Amendment (included in package)

Effective Agreement Period: July 1, 2023 through June 30, 2024

Pest Detection County Agreement Attachments Index:

1. Attachment A - **Financial Plans**
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – **Budget and Survey Quick Guide**
8. Attachment H – Invoice Template

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

- A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. **Direct and monitor the activities of the contracted fruit removal contractors.**
- D. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- E. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- F. Provide county trappers with trapping guidelines.
 - Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
 - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
 - For additional activity guidelines, see:
<https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf>

- G. Provide annual training programs for county trapping supervisors and trappers as needed.
- H. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- I. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- J. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- K. Provide training in the use of CalTrap.
- L. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- M. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- N. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Establish and administer a contract with a fruit picking service to remove Oriental fruit fly host material from properties as directed by CDFA staff.
- E. Provide and maintain county trapping vehicles.

- F. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- G. 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 county trapper's vehicle for reference.
 - 2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- H. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- I. 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, referenced here <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.
- J. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) 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.
- K. 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 CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:
- CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832
- L. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- M. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, 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), Mitigation Reporting Program at 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 Tiering Strategy 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 Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

- N. 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 by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.
- O. Complete a monthly Report 1 through the online CMR, 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.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:
<https://secure.cdfa.ca.gov/egov/crs/login.aspx>
- P. Provide one set of trapping records for all traps. This set must be 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.
- Q. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at www.caltrap-info.com for additional information about the project.
 - a. 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 2023-2024.
- R. Maintain an inventory of known host sites either in the trap book or electronic records. 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. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- S. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- T. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

- U. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.
1. Submit monthly invoices 30 days after the last date the work was completed.
 2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
 3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
 4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:
 - i. County name
 - ii. Remit to address
 - iii. Date of submittal
 - iv. Invoice number
 - v. Agreement name
 - vi. Agreement number
 - vii. Billing period
 - viii. If revised, date revised invoice was submitted
 - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
 - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN23PD20-1034-000-SF
 5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN23PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.
7. Please submit the invoice as a PDF file, making sure the file does not have 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. The invoice will be returned to the county for an updated invoice.
8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
San Bernardino County

A. Personnel Services - Fruit Fly (FF)					Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>					13902.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>					2458.00
Total Hours:					16360.00
Subtotal Personnel Cost:					\$632,432.52
Overhead: 25%					\$158,108.13
Total Personnel Cost:					\$790,540.65
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>					
Vinegar					\$200.00
Office Supplies					\$10.00
Personal Protective Equipment					\$50.00
Cleaning Supplies					\$100.00
Total Supplies Cost:					\$360.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>					
Fruit Removal Contract					\$200,000.00
Total Other Items of Expense Cost:					\$200,000.00
D. Mileage					
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost	
County Vehicles	7.0	6,300.0	0.650	\$28,665.00	
State Vehicles	0.0	0.0	0.000	\$0.00	
Rental Vehicles	0.0	0.0	0.000	\$0.00	
Total Mileage Cost:					\$28,665.00

Total FF Cost:	\$1,019,566.00
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Total Agreement Amount CDFA original reimbursable amount for FF Cost:	\$819,556.00
Amended FF Reimbursable Costs:	\$200,000.00
Total Agreement CDFA Will Now Reimburse	\$1,019,556.00

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
San Bernardino County

Personnel Costs - Fruit Fly (FF)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Field Aide I	\$21.22	\$16.37	\$37.59	1,986.00	\$74,653.74
Agricultural Field Aide I	\$21.22	\$13.88	\$35.10	1,986.00	\$69,708.60
Agricultural Field Aide I	\$18.76	\$13.88	\$32.64	1,986.00	\$64,823.04
Agricultural Field Aide I	\$21.22	\$18.01	\$39.23	1,986.00	\$77,910.78
Agricultural Field Aide I	\$21.22	\$10.44	\$31.66	1,986.00	\$62,876.76
Agricultural Field Aide I	\$19.72	\$10.22	\$29.94	1,986.00	\$59,460.84
Agricultural Field Aide I	\$18.76	\$13.88	\$32.64	1,986.00	\$64,823.04
Detection Total:				13,902.00	\$474,256.80
THWS				13,907.58	
Non-Detection Positions					
Supervising Agricultural/Standards Office	\$40.39	\$23.87	\$64.26	1,990.00	\$127,877.40
Deputy Agricultural Commissioner/Sealer	\$42.07	\$22.67	\$64.74	468.00	\$30,298.32
Non-Detection Total:				2,458.00	\$158,175.72
Total FF Personnel Cost:					\$632,432.52

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

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for CORE PROGRAM

Table 1

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF	2	2	2	2	2	2	2	2	2	2	2	2
MP	2	2	4	4	4	4	4	4	4	4	4	2
OF	2	2	2	2	2	2	2	2	2	2	2	2
ML	2	2	2	2	2	2	2	2	2	2	2	2
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2 A: EFF

Trap Type	# of traps	x	serv/year	=	serv/year/trap
MF	570.00	x	26.00	=	14,820.00
MP	570.00	x	42.00	=	23,940.00
OF	570.00	x	26.00	=	14,820.00
ML	570.00	x	26.00	=	14,820.00
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
Total:					68,400.00

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

Table 3 A: EFF

	Servicings/year	÷	Avg traps serve/hr	=	Hours/year	x1.1(10%	Hours/year plus 10%
FF TOTAL:	68,400	÷	5.41	=	12,643.25	x1.1(10%	13,907.58
	(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year	=	serv/year/trap
SM	275.00	x	7.00	=	1,925.00
JB	275.00	x	7.00	=	1,925.00
Total:					3,850.00

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

Table 3 B: SM and JB

	Servicings/year	÷	Avg traps serve/hr	=	Hours/year	x1.1(10%	Hours/year plus 10%
SM TOTAL:	1,925	÷	6.71	=	286.89	x1.1(10%	315.57
	(A)		(B)		(C)		(D)
JB TOTAL:	1,925	÷	6.15	=	313.01	x1.1(10%	344.31
	(A)		(B)		(C)		(D)

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.

Budget and Survey Quick Guide
Pest Detection County Agreements
 Budget summary guide of the fund source breakdown.

County: San Bernardino
 FY: 23/24

Total Agreement Amount CDFA will reimburse \$ 1,076,210.00

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle				
Federal Funds	\$ 510,065.41	\$ 13,134.46				\$ 523,199.87	48.62%
State Funds	\$ 309,500.59	\$ 13,610.54	\$ 27,939.00			\$ 351,050.13	32.62%
Unclaimed Gas Tax					\$ 1,960.00	\$ 1,960.00	0.18%
PD/EP Branch general funds						\$ -	0.00%
CDFA Emergency Funds	\$ 200,000.00					\$ 200,000.00	18.58%
Totals	\$ 1,019,566.00	\$ 26,745.00	\$ 27,939.00	\$ -	\$ 1,960.00	#####	100%

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to charge county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

4	weekly servicings	2	biweekly servicings	1	monthly servicings
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