



Mary-Ann Warmerdam
Director

Department of Pesticide Regulation



Arnold Schwarzenegger
Governor

2009/2010 PEST MANAGEMENT ALLIANCE GRANT PROGRAM

Project Solicitation Notice

January 9, 2009

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Section I

GRANT APPLICATION PACKAGE

2009-2010 PEST MANAGEMENT ALLIANCE GRANT SOLICITATION

ALLIANCE GRANT OVERVIEW

Introduction

The Department of Pesticide Regulation's (DPR) **Pest Management Alliance Grant**¹ program, or "**Alliance**" program, solicits project proposals to increase implementation and adoption of effective pest management practices that reduce risks to human health and the environment. A Pest Management Alliance is a collaborative team formed to assist growers, urban pest managers, school staff, and many others to implement integrated pest management (IPM) practices that reduce risks associated with pesticide use. Successful Alliances include groups with broad influence, such as commodity, professional, non-profit or industry organizations that facilitate widespread implementation and adoption of IPM.

Funding

Five hundred and eighty five thousand dollars (\$585,000) is available July 1, 2009². Funding is not to exceed \$300,000 per project with project completion not later than May 13, 2012.

Integrated Pest Management Defined:

IPM is a long-term, preventive approach to managing pests that combines biological, cultural, physical, and/or chemical options. IPM involves a decision-making process based on pest identification and population monitoring, action thresholds, and knowledge of pest biology. Pest management practices that are effective and economically viable are used in a manner that benefits consumers, growers, farm workers, urban neighborhoods, and the environment. Pesticides are used judiciously and only as a last resort.

IPM programs incorporate the use of various practices such as: cover crops; crop rotation; insect baits; pest exclusion; sanitation, release of natural enemies; pheromone mating confusion; and/or the use of products that act as insect growth regulators. IPM programs may include variable rate pesticide applications, remote sensing of pest population development, "smart" sprayer/target sensing application equipment or other technologies that reduce pesticide use relative to conventional pesticide applications.

Alliance History

DPR's Pest Management Alliance and Grants Programs, making awards from 1995 to 2002, were instrumental in demonstrating practices and programs that helped to increase the adoption of IPM in commerce. Past Alliance and Grant projects addressed a wide array of agricultural and urban pest

¹ Originally titled "Pollution Prevention Grants Program" in the Governor's 2007-08 State Budget.

² Pending State Budget approval.

management needs. In agriculture, DPR-funded projects demonstrated IPM practices in almonds, wine grapes, walnuts, prunes, peaches, plums, citrus, and other commodities—crops planted on hundreds of thousands of acres in California. In the urban environment, DPR funded projects have helped schools, museums, and communities demonstrate model IPM programs. Some success stories are outlined below.

- The **School Alliance** developed curricula and record keeping tools for school administrators and staff. The IPM tools were used in 33 school districts in Ventura County.
- The **Almond Pest Management Alliance** was formed in 1998 with pesticide reduction as a priority. Use of diazinon fell from 115,000 pounds in 1997 to 63,000 pounds in 2001, a 45 percent drop.
- The **Riverside Municipal Museum** eliminated regularly scheduled pesticide applications and switched to IPM. An entirely new landscape was installed that minimized incursions by pests from the surrounding urban environment.
- The **Pear Alliance** adopted “puffers” to control their most destructive pest, the codling moth. Using “puffer” mating disruption, pear growers replaced up to four applications of organophosphate insecticides annually.

Summaries of past Alliance projects funded by the department can be found at <http://www.cdpr.ca.gov/dprgrants.htm>. *Projects funded during the 2007/2008 and the 2008/2009 fiscal years are also presented as examples.*

Current Alliance Program

DPR anticipates receiving additional funds in the 2009-2010 State Budget to continue the Pest Management Alliance grant program.

Funding will be given to projects in two broad areas:

<p style="text-align: center;">Alliance Program Priority Areas:</p> <p>IPM in Urban Environments (e.g., schools, child care, homes, parks):</p> <ul style="list-style-type: none">• for pesticides of human health concern or found in water or air. <p>IPM in Agriculture (production and non-production):</p> <ul style="list-style-type: none">• for pesticides of human health concern or found in water or air.• for reduction in volatile organic compound (VOC) emissions.

Funding is limited to projects whose primary goal is implementation and adoption of IPM programs that reduce the use of pesticides of human health or environmental concern.³

An Alliance addresses these priority areas through a collaborative team formed to implement IPM practices that reduce risk associated with pesticide use among growers, urban pest managers, school

³ “human health or environmental concern” is intentionally open-ended to allow groups to make their own compelling case for project need and impact. DPR does not maintain a list of pesticides of human health or environmental concern.

staff, homeowners, and many others. Alliance projects must focus on increasing implementation of IPM programs with the goal of widespread adoption. Small-scale research can be a component of the overall project, but should not be the focus of the project or budget. **Alliances must provide evidence that adoption is taking place (or beginning to take place) by the end of the grant period.**

Alliance organizers should assemble a strong Management Team that includes representatives with broad influence—opinion leaders—such as commodity groups, growers, landscape professionals, university, and urban or industry representatives, in order to facilitate adoption. An Alliance should also include Team Partners—those involved in the activities of the Alliance project but not part of project management.

Alliance organizers should identify the baseline of current pest management practices, define the successful IPM program they intend to promote, and define a plan to achieve widespread adoption of the IPM program during the grant period.

Funded projects will be assigned a DPR Grant Manager and Grant Program Analyst. The Grant Manager is a member of the management team and will actively participate in the Alliance project. The Grant Program Analyst will work with the Grantee and the Grant Manager to facilitate reimbursement, track expenditures, and provide support for the administration processes set forth in Section III.

Who Should Apply

Groups planning to carry out the proposed work in California are eligible to receive funding. Principal investigators may come from public or private institutions or organizations including, but not limited to, commodity boards, University of California Cooperative Extension, accredited institutions of higher learning, resource conservation districts, licensed pest control businesses, school districts, cities, governmental agencies, non-governmental and non-profit organizations, and others.

SUMMARY OF THE TWO-PHASE APPLICATION PROCESS

Phase 1: Concept

Interested applicants must submit a Concept in Phase 1 (see Appendix A). Concepts are a three-page summary describing:

- DPR grant priority areas that apply to the project,
- The goals and objectives of the project,
- The Alliance team assembled to carry out the project,
- How the project will communicate the IPM program to the target group⁴, and
- How success will be measured or evaluated.

DPR staff will review, score and rank qualified Concepts. Groups submitting the highest ranked Concepts will be invited to move to Phase 2.

⁴ Typically a sub-group (local growers in a statewide commodity, local golf course association, city parks and recreation department, regional water quality coalition, etc.) that serves as the target of project activities used to measure project success. This success is then communication and extended to a larger audience.

Successful Phase 1 applicants will be contacted by DPR and invited to develop the Concept into an expanded, more detailed Proposal in Phase 2.

Phase 2: Proposal

Groups invited to submit a Proposal will need to develop a detailed scope of work (work plan), solidify measures of project success, secure commitments from team members, and assemble a budget and Proposal (see Appendix B) that meet the timeline and requirements below.

An invitation to submit a Proposal is not a guarantee of funding. A subcommittee of the Pest Management Advisory Committee (PMAC) will evaluate, score, and rank all Proposals. PMAC was established by law to advise DPR on pest management issues. This committee is a broad stakeholder group comprised of growers, processors, industry representatives, public interest groups, public and private research and educational institutions, government agencies, and individuals knowledgeable about pest management.

PMAC will recommend the highest scoring Proposals to the DPR Director for funding. The program anticipates funding up to five Proposals during the 2009-2010 fiscal year (July 1, 2009– June 30, 2010).

Grant Term

Grant terms can be for a maximum of 34 months (not to extend beyond May 13, 2012). For grant projects spanning more than 1 year of funding, PMAC will review project progress before additional years are funded.

Schedule for the Two-Phase Application Process		
Phase 1	January 9, 2009	Release of Grant Solicitation package.
	January 9 – February 1, 2009	Questions submitted about the Concept phase (e-mail or postal mail only).
	January 12 – February 4, 2009	Answers posted on DPR website < http://www.cdpr.ca.gov/dprgrants.htm >
	February 5, 2009	Concepts due by 5:00 P.M.
	February 6 – February 17, 2009	Concepts reviewed and evaluated
Phase 2	February 20, 2009	Invitation issued to submit a Proposal
	February 20 – April 1, 2009	Questions can be submitted about the Proposal phase (e-mail or postal mail only)
	February 24 – April 6, 2009	Answers posted on DPR website < http://www.cdpr.ca.gov/dprgrants.htm >
	April 9, 2009	Proposals due by 5:00 P.M.
	April 14 – May 5, 2009	Pest Management Advisory Committee review (Alliance Subcommittee)

	May 14, 2009	Pest Management Advisory Committee meeting to recommend Proposals to DPR's Director
	May 28, 2009	Notify successful applicants of grant award
	September 1, 2009	Award Grants (pending budget approval)

PHASE 1: ALLIANCE CONCEPT PROCESS

Introduction

Concepts are intended to be short, concise descriptions of the Alliance project. Concepts should identify the DPR priority to be addressed, describe an organized IPM program and management team, and present a feasible implementation plan and measures of success.

DPR staff will score and rank Concepts according to the criteria summarized below. Concepts that do not address at least one DPR priority area will not be reviewed. Note: only groups submitting the highest-ranked Concepts will be invited to develop a Proposal.

Concept Requirements

To qualify for review in Phase 1, Concepts must meet the following requirements:

- Address at least one of DPR's Priority Areas:
 - IPM in Urban Environments (e.g., schools, child care, homes, parks):
 - for pesticides of human health concern or found in water or air.
 - IPM in Agriculture (production and non-production):
 - for pesticides of human health concern or found in water or air.
 - for reduction in VOC emissions.
- Submit using the Alliance Concept Submission form provided by DPR (Appendix A), not to exceed three typewritten pages.
- The text must be a minimum 12-point font (Times New Roman or similar) and printed on 8.5 x 11 inch white bond paper with one-inch margins.
- Proposed management team members must be in good standing with DPR and the County Agricultural Commissioners, with no outstanding fines, penalties or infractions.
- Applicants must be willing to abide by the Terms and Conditions set forth in Section II should they receive a grant award.

Concept Scoring Summary

Concepts will be evaluated and scored using the following criteria.

Criteria Description	Possible Score
Priority Areas: At a minimum, projects must address one DPR priority area listed on page 7.	Pass/Fail
Project Overview: Provide a brief description of the value of the project in implementing IPM, reducing pesticide use and addressing DPR priorities.	12
Team: Provide a list of the proposed Management Team—those making management decisions, their affiliations and roles. Provide a list of proposed Team Partners—those involved in Alliance activities but not part of project management.	6
Implementation: Provide a brief description of the plan to document increased implementation and adoption of IPM.	8
Measures of Success: Provide a brief description of how you plan to measure project success.	6
Total	32 points

Question and Answer Process

Questions about Phase 1 of the application process must be submitted in written form by e-mail to <belliot@cdpr.ca.gov> or postal mail to:

Attn: Bob Elliott
 Department of Pesticide Regulation
 Pest Management and Licensing
 1001 I Street, 3rd Floor, MS-3A
 Sacramento, California 95812-4015

Questions and answers will be posted weekly at DPR’s website at <<http://www.cdpr.ca.gov/dprgrants.htm>>. Questions and answers may be mailed or faxed upon request to applicants without Internet access. To maintain fairness, questions regarding specific projects cannot be answered.

Submitting a Concept

Concepts must be submitted under sealed cover by February 5, 2009. Submissions by mail are acceptable as long as they arrive by the due date and time. Direct delivery (delivery in person) should be made to the first floor reception area by 5:00 P.M on the due date to:

California Environmental Protection Agency Building
 1001 I Street, Sacramento, California, 95814.

The sealed cover must be plainly marked with the project title, applicant name, and marked with “DO NOT OPEN”, as shown in the following example:

<p style="text-align: center;">Pest Management Alliance Concept Title Applicant Name Attn: Bob Elliott Department of Pesticide Regulation Pest Management Analysis and Planning Program 1001 “I” Street, 3rd Floor, MS-3A Sacramento, California 95812-4015</p> <p style="text-align: center;">DO NOT OPEN</p>
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Any additional information provided by the applicant after the final filing date of February 5, 2009, at 5:00 P.M. will not be accepted.

PHASE 2: ALLIANCE PROPOSAL PROCESS

Introduction

The Proposal is a more detailed version of the Concept. Groups at this stage will need to develop a detailed scope of work, identify measures of project success, secure commitments from team members, and put together a Proposal that meets the timeline and qualifications listed below.

Proposals will ONLY be considered from those applicants contacted by DPR and invited to continue to Phase 2.

Proposal Requirements⁵

To qualify for review in Phase 2, Proposals must meet all of the following requirements:

- Submit using the Proposal Outline provided (Appendix B).
- The Proposal Detail, (1-7, below), must not exceed twenty (20) numbered pages.
- The Title Page (Appendix C), attached Alliance Concept submission from Phase 1 (Appendix A), table of contents, Current Pest Management Practices form (Appendix D), maps, graphs, charts, letters of support, or other supporting documentation and appendices will not be counted as part of the Proposal Detail twenty (20) page limit.
- The text must be a minimum 12-point font (Times New Roman or similar) and printed on 8.5 x 11 inch white bond paper with one-inch margins.
- All pages must be numbered in order, starting with the title page and continuing through the appendices.

⁵ Must have received an invitation to develop a Proposal from DPR staff in Phase 1.

- One signed original Proposal must be delivered by the due date and time (April 9, 2009 at 5:00 P.M.).
- The entire Proposal must be e-mailed to belliott@cdpr.ca.gov as a PDF file not later than April 10, 2009
- The Proposal must be signed by a person with authorization to bind the individual, entity or organization to the grant terms and conditions (Section II).

Proposal Scoring Summary

The Alliance Proposal will be evaluated and scored using the following criteria. A Proposal must have a score of at least 70 points to be considered for possible funding.

Criteria Description	Possible Score
Overview	20
Goals and Objectives	10
Adoption and Deliverables	10
Measures of Success	10
Team	15
Scope of Work	25
Budget	10
Total	100 points

See *Proposal Detail* below for full descriptions of Proposal scoring criteria.

Proposal Content

Use the Proposal Outline (Appendix B) for the layout and sequence of required components of the Proposal.

Proposal Detail

1. Overview (20 points): The overview of the proposed grant project clearly states why the project is needed and substantiates the assumptions made.
 - a) Provide an abstract of the project (less than 500 words);
 - b) Clearly state why the project is needed and who would benefit;
 - c) Provide a brief narrative summary of key pests addressed in the Proposal; **Note: In addition to this summary, Proposals must include a completed Current Pest Management Practices form (Appendix D) that will provide details on other pests that require management tactics most years.**
 - d) Describe, **in detail**, the IPM program being proposed and the IPM practices that will be demonstrated/promoted and how they differ from conventional (commonly used) pest management practices. Cite evidence that any new practice is ready for demonstration and adoption;
 - e) Describe the DPR priority areas and specific pesticide active ingredients involved;

- f) Describe how the project will increase the adoption of the proposed IPM program in California;
 - g) If applicable, discuss how the IPM program to be implemented will either reduce VOCs emissions and/or reduce/eliminate pesticide movement to water and/or air;
 - h) Describe economic or other environmental considerations that may further justify the need for the project.
2. Goals and Objectives (10 points): Identify goals for the project and the objectives used to meet those goals.
- a) Describe the overall goals for the project. For example: *“Reduce the use of organophosphates in fresh-market apple production by 20% in three years.”*
 - b) Describe measurable objectives, including specific target dates. For example, *“Promote use of pheromone mating disruption to manage codling moth by 12 growers with over 20 acres each, by the end of the 2009 season.”*
 - c) Relate objectives directly to the priority area to be addressed;
 - d) Describe clearly any outcomes expected from the successful completion of this project;
 - e) Include any environmental and economic benefits resulting from this project.
3. Adoption and Deliverables (10 points)
- a) Describe the population, grouping, or geographic area that will be used as a measure of project adoption. This needs to be detailed, such as *“Reduce use of glyphosate in Fresno city parks by 50% using a combination of prevention tactics”*;
 - b) Describe plans to implement desired project outcomes in new areas and with new clients;
 - c) Discuss how the project will lead to implementation resulting in reaching project goals and meeting DPR priorities for the grant;
 - d) List, discuss and define deliverables. For example, *“Produce a field guide to reduced-risk pest management practices in California cotton”*;
 - e) Describe the framework in place (or planned) to effectively communicate IPM systems and project results broadly within and outside the target group.
4. Measures of Success (10 points)
- a) For each listed objective, describe how success will be measured. Emphasize measures of success that can be quantified, for example, *“Objective 3: Increase total area under pheromone confusion program from 2,000 acres to 5,000 acres by 2011.”*
 - b) Define success in numeric terms. For example, *“The project will reduce organophosphate use among 50 growers by 20% by the end of the grant term”*;
 - c) Describe the method for evaluating and measuring how the project achieved goals and objectives, including adoption of IPM;
 - d) Include a plan to document and overcome barriers to success;
 - e) Present a plan to document and analyze all relevant economic data from the project. Give details of how the project will track economic and labor input to give a true accounting of the costs of new practices such as pest monitoring, reduced-risk pesticides, pheromones, etc. compared to standard practices;
5. Team (15 points)

- a) Identify the “management team” that meets regularly to make decisions about the project. The ideal management team is a diverse group that can collectively address all aspects of the pest management project. Describe the management team and their relevant experience. The DPR Grant Manager will participate as part of the management team;
 - b) Attach résumés or curriculum vitae for the Principal Investigator(s);
 - c) Identify Alliance “team partners”—those involved and participating in the project but not involved in project management;
 - d) Identify all Alliance team partners by name, address, and area of expertise or involvement. If possible, include individuals who already use the proposed practices and could serve as mentors;
 - e) Describe any other relevant financial commitments and related work, current or pending, and how the proposed Alliance work is different or complimentary.
6. Scope of Work (25 points): Provide a detailed work plan to identify tasks and deliverables for each objective. **The scope of work and budget will be inserted into the grant agreement and should clearly describe objectives, tasks, deliverables and key dates.**
- a) Describe project objectives designed to meet project goals;
 - b) Describe each task and clearly link tasks to objectives. For example: “*Organize six breakfast meetings (task) to demonstrate pheromone technologies to meet Objective 3 – Extend project information to all apple growers*”;
 - c) For each task, list the deliverable(s) and a projected date for completion. A table displaying dates for the commencement and completion of each task is recommended (see Appendix E, Task List and Timeline). Assume a start date of September 1, 2009, and end date not later than May 13, 2012;
 - d) Include dates for completion of all milestones and project deliverables.
7. Budget (10 points)
- a) Use the Line Item Budget form (Appendix F) to provide a summary of project expenses itemized according to the seven budget categories listed. List any equipment to be purchased costing more than \$500;
 - b) Use the Task-Budget form (Appendix G) to clearly link project expenses to objectives and tasks;
 - c) Be sure to identify objectives for easy reference in budget and timeline;
 - d) Reports and meetings required by DPR for the project should be considered in the proposed budget and scope of work.

<p>Required Documents and Activities of All Alliance Projects</p>
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Required Reports

All Alliance projects will need to submit progress reports semiannually and a final report in May of the final year of the grant period. Applicants should include a proposed schedule for progress and final reports in their Scope of Work and Task List and Timeline. The exact timing of semiannual progress reports and the final report will be at the discretion of the DPR Grant Manager and dependent on start date, the type of project (agriculture versus urban), and availability of funds.

Final reports for all projects funded in fiscal year 2009-2010 must be submitted not later than May 13, 2012.

In addition to progress and final reports, the Principal Investigator will need to provide an Alliance Invoice Report (Appendix H) at least every three months. This report accompanies each Alliance Grant Invoice (Appendix I) and summarizes project activities, significant milestones accomplished, problems encountered, and a description of the receipts submitted with the corresponding invoice.

Required Meetings

- Post-grant acceptance meeting with target group to review and, if appropriate, revise tasks and objectives to ensure they are appropriate.
- Two meetings each year with the Management Team.
- Two meetings each year to update all Team Members (could be concurrent with Management Team meeting).
- Six informal “update” meetings with DPR Grant Manager per year at the project site.
- Summary seminar at DPR headquarters during the final year of the grant period. The purpose of this meeting is to provide information about grant goals, objectives, and project results.
- One summary “field” tour for invited PMAC and/or DPR staff during the final year of the grant period.

Proposal Selection

A subcommittee of PMAC will review and evaluate all Proposals. The PMAC subcommittee will assign points for each criteria listed above. Subcommittee members will meet either in person or by teleconference to discuss in detail the strengths and weaknesses of each Proposal. After discussion reviewers may revise their individual scores, and an average score will be calculated for each Proposal. The subcommittee will bring their recommendation for funding before PMAC and the Director of DPR, at their May 14, 2009, meeting. The Director reserves the right to make final selections based on the recommendations and discussions from PMAC.

Conflict of Interest

Members of PMAC are not eligible to receive funds unless they exempt themselves from participating in the review and recommendation of all Proposals. PMAC membership can be found on the DPR website <<http://www.cdpr.ca.gov/docs/pmac/pmaclink.htm>>. DPR employees are not eligible to receive funds.

Questions

Questions about Phase 2 of the application process must be submitted in written form by e-mail to <belliott@cdpr.ca.gov> or postal mail to:

Attn: Bob Elliott
Department of Pesticide Regulation
Pest Management and Licensing Branch
1001 “I” Street, 3rd Floor, MS-3A
Sacramento, California 95812-4015

Submitting a Proposal

One signed original Proposal must be submitted by April 9, 2009, at 5:00 P.M. Submissions by mail are acceptable as long as they arrive by the due date and time. Direct delivery (delivery in person) should be made to the first floor reception area by 5:00 P.M. on the due date at:

California Environmental Protection Agency Building
1001 I Street, Sacramento, California, 95814.

The entire Proposal must be e-mailed to belliott@cdpr.ca.gov as a PDF file format not later than April 10, 2009.

The sealed cover must be plainly marked with project title, applicant name, and must be marked with “**DO NOT OPEN**”, as shown in the following example:

<p>Pest Management Alliance Proposal Title Applicant Attn: Bob Elliott Department of Pesticide Regulation Pest Management Analysis and Planning Program 1001 I Street, 3rd Floor, MS-3A Sacramento, California 95812-4015</p> <p>DO NOT OPEN</p>
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Section II

PROPOSED GRANT AGREEMENT

PROPOSED GRANT AGREEMENT

**DEPARTMENT OF PESTICIDE REGULATION 2009/2010 GRANTS PROGRAM
INTEGRATED PEST MANAGEMENT ALLIANCE GRANT**

GRANT AWARDED BY

THE DEPARTMENT OF PESTICIDE REGULATION, hereinafter "Department"

TO

NAME, hereinafter "Grantee"

Implementing the TITLE, hereinafter "Project"

GRANT AGREEMENT NO. 09-PML-G0xx

The Department of Pesticide Regulation awards this Grant and GRANTEE hereby accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the PROJECT NAME pursuant to Food and Agricultural Code section 12798.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of which is the SHORT SUMMARY.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$XXX (XXX dollars).

TERM OF GRANT: The term of the Grant shall begin on DATE, or upon approval of this agreement, and continue through Project completion unless otherwise terminated or amended as provided in the Grant. However, all work shall be completed by **May 13, 2012**. Absolutely no funds may be requested/invoiced after **May 13, 2012**.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

Department of Pesticide Regulation	Grantee:
Name: Name, Grant Manager	Name:
Address: 1001 I Street, P.O. Box 4015-MS-A3	Address:
City, Zip: Sacramento, California 95812-4015	City, Zip:
Phone: (916)	Phone:
Fax: (916)	Fax:
e-mail: @cdpr.ca.gov	e-mail:

Direct all inquiries to:

Department of Pesticide Regulation		
Section:	Pest Management & Licensing Branch	
Attention:	Name, Title	Attention:
Address:	1001 "I" Street-MS-A3 P.O. Box 4015	Address:
City, Zip:	Sacramento, CA 95812-4015	City, Zip:
Phone:	(916)	Phone:
Fax:	(916)	Fax:
e-mail:	@cdpr.ca.gov	e-mail:

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS AND CONDITIONS – 2008/09 GRANTS
- Exhibit D TRAVEL AND PER DIEM EXPENSES
- Exhibit E DEPARTMENT’S ORIGINAL SOLICITATION PACKAGE—Including the Administrative Procedures and Requirements, Appendices E, F, G, H, I, J and K.
- Exhibit F GRANTEE’S WRITTEN RESPONSE – GRANTEE, TITLE, XX pages.

GRANTEE REPRESENTATIONS: The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and written communications (e.g. e-mail, correspondence) filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

By: _____
Grantee Signature

By: _____

Department of Pesticide Regulation

Grantee Typed/Printed Name

Date

Title and Date

Reviewed by:
Office of Chief Counsel
Date:

///

EXHIBIT A
SCOPE OF WORK

A. COMPLIANCE REQUIREMENTS

If landowner agreements are required, signed copies must be submitted to the Grant Manager before works begins.

If permits are required, the permits must be obtained and signed copies submitted to the Grant Manager before work begins.

State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Grant:

“Funding for this project has been provided in full or in part through a grant awarded by the Department of Pesticide Regulation. The contents of this document do not necessarily reflect the views and policies of the Department of Pesticide Regulation, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.” (Gov. Code 7550)

Signage shall be posted in a prominent location at Project site (if applicable) and shall include the Department of Pesticide Regulation logo (available from the Grant Manager) and the following disclosure statement: “Funding for this project has been provided in full or in part through a Grant awarded by the Department of Pesticide Regulation.”

B. WORK TO BE PERFORMED BY GRANTEE (SCOPE OF WORK)

Overview

Goals and Objectives

Team Members

///

EXHIBIT B

INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the Department. The invoice must be categorized based on the line items specified in the Budget. The original invoice shall be submitted to the Department's Grant Manager on or before March 31, June 30, September 30, and December 31, for the respective years of this grant. The final invoice shall be submitted not later than May 13, 2012. Such invoicing shall be consistent with the reporting schedule in Exhibit A, Scope of Work. The address for submittal is:

**NAME, Grant Manager
Pest Management and Licensing Branch
Department of Pesticide Regulation
1001 I Street, Third Floor-MS-3A
P.O. Box 4015
Sacramento, California 95812-4015**

2. Invoices submitted in any other format than the one provided by the Department will cause an invoice to be disputed. In the event of an invoice dispute, the Department's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The Department's Grant Manager has the responsibility for approving invoices.

The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (e.g., hours or days worked times the hourly or daily rate = total amount claimed, or monthly salary times percentage of days worked). Invoice payment shall be made only after receipt of a complete, properly documented and accurately addressed invoice.

The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee.

Notwithstanding any other provision of this Grant, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

Notwithstanding any other provision of this Grant, the Grantee agrees that the Department shall retain an amount equal to ten (10) percent of the grant amount specified in this Grant until completion of the Project; i.e., when the Grantee has complied with all terms, conditions and performance requirements of this Agreement, as set forth in the Scope of Work, marked as Exhibit A.

Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

The invoice shall contain the information as set forth in Appendix I-Pest Management Alliance Grant Invoice.

The Final invoice shall be clearly marked "FINAL INVOICE" and submitted NOT LATER THAN May 13, 2012. Additionally, the Grantee shall promptly notify the Department in writing of completion of work on the Project to assure payment of the ten (10) percent retention withheld from Grantee's funding. Absolutely no funds may be requested/invoiced after May 13, 2012, whatsoever. Any invoice(s) submitted on or after May 14, 2012, will be considered null and void and have no legal effect. All invoices shall be signed under penalty of perjury.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Grant for the 2009/2010 fiscal year ending June 30, 2010, shall not exceed \$XXX (XXX dollars).

If the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the Department to make any payments under this Grant. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant. Nothing in this Grant shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant with no liability occurring to the Department, or offer a Grant amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

Attached hereto and made a part of this agreement is the budget sheet(s) submitted by the Grantee, named "TITLE."

D. BUDGET LINE ITEM FLEXIBILITY

1. Procedure to Request an Adjustment: Grantee may submit a request for an adjustment in writing to the Department, attention: Grant Manager. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Grant Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a written approval by the Grant Manager and are not permissible under this provision unless deemed relevant and project appropriate by the Grant Manager. The Department may also propose adjustments to the budget.

2. The Alliance Grant withholds ten (10) percent of the total grant award amount. These withheld funds are eligible for release by the Alliance Grant only after the Grant Manager has certified that all

work is complete and the final report is received and approved. Because it is equally the responsibility of the Grantee to track the total amount withheld during the Grant term, the Grantee will need to submit a separate Alliance Grant Invoice at the end of the Grant term for the ten (10) percent withheld. The invoice to release the 10 percent retention shall be called the "Final Invoice."

3. Remaining Balance: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant, any remaining funds revert to the Department. The Department will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant.

4. Procedure to Request an Amendment: Grantee shall submit in writing to the Grant Manager for any budget change requests greater than ten (10) percent for the following line items: Personnel Services; Operating Expenses; Travel; or Construction. The Grantee shall submit a copy of the original Grant Budget Worksheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Such amendment requests shall not increase or decrease the total grant amount. Grantee must have written approval from the Grant Manager, and if deemed necessary by the Grant Manager, the amendment shall be executed by the signatories for both the Department and the Grantee, and made a part of the agreement as an amendment.

E. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the Department. (See Audit clause below.)

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EXHIBIT C

GENERAL CONDITIONS – 2008/09 GRANT

NOTE: Terms and Conditions for the University of California (UC) contain certain variations, edits, and deletions due to the structure and function of the UC system. For information about the UC Terms and Conditions, please contact Gary Knutilla, Staff Counsel at (916) 445-0101, or gknutilla@cdpr.ca.gov.

AMENDMENT: No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or oral agreement not incorporated in the Grant is binding on any of the parties.

APPROVAL: The Grantee will not proceed with any work on the Project until authorized in writing by the Department. Such authorization will be transmitted via U.S. Certified Return Receipt Mail, Federal Express Overnight delivery, or equivalent.

ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager. The Department contemplated awarding this Grant in part by ascertaining the expertise of the person(s)/entity(ies) awarded this grant; hence, assignment of the Grantee's research shall not be allowed without such written consent by the Grant Manager.

AUDIT: Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any financial records and supporting documentation pertaining to the performance of this Grant. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the Department to audit records and interview staff in any context related to performance of this Grant.

COMPLIANCE WITH LAW, AND REGULATIONS: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements.

COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant for the acquisition, operation or maintenance of computer software in violation of copyright laws.

CONFLICT OF INTEREST: Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

DATA MANAGEMENT: This Project includes appropriate data management activities so that Project data can be incorporated into appropriate Department data systems.

DISPUTES: Grantee shall continue with the responsibilities under this Grant during any dispute. Any dispute arising under this Grant which is not otherwise disposed of by agreement shall be decided by the Chief Deputy Director of the Department, or his authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the Department's Director. The decision of the Chief Deputy Director shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the Director. The decision of the Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Grant. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Department, or any official or representative thereof, on any question of law.

FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

GRANT MODIFICATIONS: The Department may, at any time, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, Scope of Work, for the work to be performed under this Grant so long as the modified work is within the general scope of work called for by this Grant, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the Department a written statement setting forth the disagreement with the change.

INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Grant, shall act in an independent capacity and not as officers, employees or agents of the Department.

INSPECTION: Throughout the life of the Project, the Department shall have the right to inspect the facility(ies) (e.g., fields, orchards, offices, laboratories) to ascertain compliance with this Grant. Grantee acknowledges that the Project records and location(s) are public records.

INSURANCE: If applicable, throughout the life of the Project, the Grantee shall provide and maintain auto insurance with the limits set at a minimum of \$100,000/\$300,000/\$100,000, property damage and liability. This insurance shall be issued by a company or companies admitted to transact business in the State of California.

MEDIA EVENTS: The Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days prior to any public or media event publicizing the accomplishments and/or results of this Grant and provide the opportunity for attendance and participation by Department's representatives.

NONDISCRIMINATION: During the performance of the scope of work listed in this Grant, the Grantee and its employees/agents/subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its employees/agents/subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

NO THIRD-PARTY RIGHTS: The parties to this Grant do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant, or of any duty, covenant, obligation or undertaking established herein.

NOTICE: The Grantee shall promptly notify the Department's Grant Manager in writing of events or proposed changes that could affect the scope or budget of the project proposed under this Grant. The Grantee agrees that no material change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Department, and the Department has given written approval for such change. "Material" is defined as "More or less necessary; having influence or effect; going to the merits."

PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Grant, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the scope of work covered by this Grant shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Grant, or as are specifically authorized by the Department's Grant Manager during the performance of the scope of work detailed in this Grant. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the Department's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Grant at any time by either party shall not be considered a

waiver of rights with respect to any other default or matter. Any rights and remedies of the Department provided for in this Grant are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on U.S. EPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477) www.epls.gov. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
- Have not within a three-year period preceding the execution of this Grant have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

PROFESSIONALS: The Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

RECORDS: Without limitation of the requirement to maintain Project financial accounts in accordance with generally accepted accounting principles, the Grantee agrees to:

Establish an official file for the Project which shall adequately document all significant actions relative to the Project;

Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;

Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;

Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,

Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations;

RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant to pay costs associated with any litigation the Grantee pursues against the Department.

RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of the scope of work detailed in this Grant shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant, subject to appropriate acknowledgement of credit to the Department for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third-party who intends to do so.

DEPARTMENT REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the Department is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the Department and the State against any loss or liability arising out of any claim or action brought against the Department and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Grant or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law, rule or regulation or the release of any toxic substance; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the Department and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Grant.

DEPARTMENT ACTION, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Grant is in addition to and not in derogation of any other legal or equitable remedy

available to the Department as a result of material breach of this Grant by the Grantee, whether such material breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant by the Department shall not preclude the Department from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant, it is agreed that the Department shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant may be terminated by written notice at any time prior to completion of the Project, at the option of the Department, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant within a reasonable time as established by the Department. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the Department an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination.

TIMELINESS: Time is of the essence in this Grant. The Grantee shall proceed with and complete the Project in an expeditious manner.

TRAVEL AND PER DIEM: Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set forth in Exhibit D (Note: travel rates are set by Department of Personnel Administration and subject to change. See <http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>). No travel outside the State of California shall be permitted, whatsoever.

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

VENUE: The Department and the Grantee hereby agree that any action arising out of this Grant shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant, if applicable.

WITHHOLDING OF GRANT DISBURSEMENTS: The Department may withhold all or any portion of the grant funds provided for by this Grant in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant; or the Grantee fails to maintain reasonable progress toward completion of the Project.

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EXHIBIT D

Travel and Per Diem Expenses

University of California: Any reimbursement for necessary travel and per diem shall be at University of California (UC) rates per State Contracting Manual (SCM) Section 3.18. No travel outside the State of California shall be permitted, whatsoever.

For all non-UCs, the following apply:

SHORT-TERM PER DIEM EXPENSES

In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, that is at least 50 miles from the main office, headquarters or primary residence, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth below.

In circumstances where the contractor cannot obtain the state per diem lodging rate, verification from the hotel that such a rate was not available to the contractor may be submitted to substantiate lodging costs above the per diem rate.

No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from the main office, headquarters or primary residence.

In computing reimbursement for continuous travel of less than 24 hours actual expenses up to the maximum rates will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.

Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is \$0.505 cents per mile.

VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

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Section III

ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

2009-2010 PEST MANAGEMENT ALLIANCE GRANT SOLICITATION

ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

Introduction

The Alliance Grant's *Administrative Procedures and Requirements* set forth the procedures for administering the Grant. The following administrative procedures and requirements are incorporated into the grant and describe the administrative reporting requirements, instructions for billing and receiving payment, and fiscal control procedures that are to be followed in implementing the Grant.

The Grantee's Principal Investigator invoices the Alliance Grant Program to receive reimbursement for work set forth in the Scope of Work (Exhibit A) and the Task List and Timeline (Appendix E). The Alliance Grant Invoice, Invoice Report, and supporting documentation, is sent to the Grant Manager, who along with the Grant Program Analyst, will review, approve, facilitate payment, and track expenditures per line item.

General Guidelines

The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid or is due and payable by the Grantee. Invoices shall be submitted at a minimum of one (1) time per quarter or at a maximum of one (1) time per month whichever is most convenient for the Grantee.

Payments can only be made to the Grantee; therefore, it is the responsibility of the Grantee to pay all staff, subcontractors, and/or vendors for goods and services rendered.

Grant dollars only fund approved expenses incurred after issuance of the Notice to Proceed and prior to May 13, 2012. Any invoice received after May 13, 2012, will not be paid.

Any changes to the Grant, once a Notice to Proceed has been issued, may require an amendment in writing. Adjustments to any line item in the Line Item Budget (Appendix F) of less than 10 percent compared to the original amount shall be pre-approved in writing by the Grant Manager. Any line item change in excess of 10 percent compared to the original amount shall require an amendment. It is the Grantee's responsibility to ensure that all claimed costs are appropriate by reviewing the Grant and associated documents, newsletters, e-mails, and other information updates supplied by DPR. All claimed costs shall be directly related to implementation and operation of the Project.

Communication

Communications with the Grant Manager and Grant Program Analyst regarding the Administrative Procedures and Requirements described in this section should be conducted via e-mail to record issues discussed and the resolution achieved for future reference.

Invoicing Grant Expenditures:

Alliance Grant Invoice

Upon issuance of the Notice to Proceed, the Grant Program Analyst shall send an electronic or hardcopy version of an individualized invoice titled, Alliance Grant Invoice for <grant title> to the

Principal Investigator. The Alliance Grant Invoice will incorporate the relevant information per the approved Work Plan and Line Item Budget. Each time an invoice has been submitted and processed, a new Alliance Grant Invoice will be sent to the Principal Investigator with updated information by the Grant Program Analyst.

To assure prompt and accurate payment, the Alliance Grant Invoice must be used to request reimbursement. Any other template version submitted will be rejected.

The Alliance Grant withholds ten (10) percent of the total grant award amount. These withheld funds are eligible for release by the Alliance Grant only after the Grant Manager is satisfied all work is complete and the final report is received and approved. Because it is equally the responsibility of the Grantee to track the total amount withheld during the Grant term, the Grantee will need to submit a separate Alliance Grant Invoice at the end of the Grant term for the ten (10) percent withheld.

All Grant invoices must be submitted on or before May 13, 2012, or the final invoice payment may be void.

Alliance Grant Invoice Report

The Alliance Invoice Report (Appendix H) is a 1-2 page summary of work used to support the Alliance Grant Invoice (Appendix I). It should accompany each Alliance Grant Invoice mailed to the Grant Manager. The invoice report provides a brief description of the work performed, milestones achieved, and any problems encountered in the performance of the work.

- An Alliance Grant Invoice along with an Alliance Invoice Report shall be submitted even if no expenditures occur during a billing period.
- The narrative portion of the report must contain sufficient information to support invoiced charges during the billing period.
- Only expenses covered in the billing period may be claimed. Expenses from previous billing periods must be submitted on a separate Grant Invoice marked "Supplemental."
- Grantee must submit receipts for any single item purchased for the project that exceeds \$100.

Invoice Supporting Documentation

The supporting documentation (e.g., legible copies of required receipts) for the Alliance Grant Invoice provides the basis for maintaining auditable files by properly accounting for Grant fund usage. The Grant Manager may request more detailed information to support items invoiced if deemed appropriate.

The following budget line items should be used to document expenses:

- **Personnel Services**
Personnel Services include: salaries and benefits for wage-earning personnel. Benefits, calculated as a percentage of salaries, are contributions made for sick leave, retirement, insurance, etc. These services should be broken down by classification/title, rate of pay and number of hours.

- A summary of personnel expenses is to be provided in the Alliance Invoice Report (Appendix H).
- **Operating Expenses**

Operating Expenses include printing, postage, telephone, and supplies.

 - Invoices and receipts for any one item costing more than \$100. (Not applicable to UC.)
 - Types of operating expenses must be listed in the Alliance Invoice Report (Appendix H).
- **Travel**

Travel includes the cost of transportation, subsistence, and other associated costs incurred by personnel during the project term. Travel will be reimbursed at or below the rate allowed for State employees, as specified in the Grant, Exhibit E.

 - A completed Travel Summary (expense) Log (Appendix K) if applicable, shall include supporting documentation (e.g. appropriate receipts), travel costs may include: rental car, gas, meals, plane fare, use of a personal vehicle, mileage, and lodging. (Note: UC travel rates are reimbursed per SCM Section 3.18.)
- **Equipment**

Equipment is defined as any durable, re-usable item purchased over \$500. (Not applicable to UC unless equipment is specified in the UC proposal; e.g. a Geographical Informational System is to be used as part of the project.)

 - Approved in the original budget or with prior written approval of the Grant Manager.
 - Billing statements, invoices, and receipts.
- **Contracts**

Professional and Consultant Services (subcontracts) include the costs for any consultants needed by the contractor to complete any or all tasks.

 - Billing statements, invoices, and receipts.
- **Construction**

Construction expenses include the estimated costs of materials and labor.
- **Overhead**

Overhead consists of a reasonable percentage of all costs, not related to the project, to run your agency while completing your project. Overhead cannot be calculated against subcontracted services and equipment. Overhead is not to exceed 15 percent of the total grant amount.

Helpful Hints for Submitting Invoices

Listed below are some of the problems that have delayed invoice processing in the past. Careful review of invoices will help to eliminate some of the delays.

- Overspending a line item – A written amendment is needed to move funds between line items in excess of ten (10) percent. An adjustment of funds less than ten (10) percent between line items requires written approval from the Grant Manager and a copy attached to the invoice.
- Making incorrect calculations – Check to ensure that all expenditures are calculated correctly and that the dollar amount matches that of the supporting documentation.
- Providing incorrect/inconsistent billing dates – Review the documents to ensure that the reporting period is consistent with the Alliance Grant Report, Alliance Grant Invoice, and supporting documentation.
- Using the wrong invoice template – The Grant Program Analyst will provide an invoice template to the Principal Investigator when the grant is executed. This is the only invoice template that will be accepted for reimbursement payments.
- Providing insufficient supporting documentation – documentation (e.g., receipts, invoices, Invoice Report) must accompany the Grant Invoices to support all charges over \$100. (Not applicable to UCs.)

Processing Time

There is a 45-day turn around for processing invoices for payment from the time the invoice is received by the Grant Manager.

Invoice Disputes can suspend the payment process—The 45-day processing time resumes when the dispute is resolved. The Grant Program Analyst will issue an Invoice Dispute Notification form (Appendix J) when any of the following occurs:

- When Grantee overspends a line item.
- When Grantee provides insufficient documentation to support invoice charges.
- When Grantee is in non-compliance with the agreement, which includes invoicing items not included on the Work Plan/Budget without written Grant Manager approval.

Ineligible Project Costs

Any expense not directly related to the Grant Project is ineligible. This includes, but is not limited to:

- Costs incurred prior to issuance to the Notice to Proceed or after the end of the grant term;
- Costs not included in the approved budget;
- Costs currently covered by another grant, or contract;
- Overtime costs (except for local public agency staffing during specially scheduled evening or weekend events that are pre-approved in writing by the Alliance Grant Manager, when law or labor contract requires overtime compensation);
- Out-of-state travel;
- Any food or beverages (e.g., as part of meetings, workshops, training, events, etc.);
- Public education costs not directly associated with the concept of the approved project;
- Profit or mark-up by the Grantee or partner;
- Purchase of cell phones, pagers, personal electronic and/or digital assistive devices;
- Overhead costs above fifteen percent (15 percent) of the Alliance Grant amount, excluding contracts;
- Any costs that are not consistent with local, state, and federal guidelines, regulations, and laws.

Grant Payments

All payment requests must include:

- An original Alliance Grant Invoice (Appendix I) signed by the authorized individual;
- A completed Alliance Invoice Report (Appendix H);
- A completed Travel Summary (expense) Log, if requesting reimbursement for travel expenses (Appendix K);
- Documentation supporting all claimed expenditures (e.g., legible copies of invoices and receipts for single expenses over \$100). (Not applicable to UCs.)

All forms must have original signatures in blue ink.

Project Completion

Grant closure will occur: (1) upon the determination by the Grant Manager that all requirements of the Grant have been satisfactorily completed, or (2) the end of the Grant term, whichever comes first. The final report shall be approved before the final payment request is forwarded to the State Controller's Office for payment.

The Grantee must submit a separate Alliance Invoice at the end of the Grant term requesting the ten (10) percent withheld on or prior to May 13, 2012.

Exceptions to these Administrative Procedures and Requirements

Any exceptions to these *Administrative Procedures and Requirements* must be requested and approved in writing by the Grant Manager prior to any grant fund expenditures. The request will be reviewed and a determination will be made as soon as possible, usually within ten (10) working days of receipt of the request.

Section IV

GLOSSARY OF TERMS

Adjustment – A MINOR change to an executed grant agreement not requiring a formal amendment. For example, a budget adjustment (transferring up to 10 percent between line-items), or changes in contact information. An adjustment must be pre-approved, in writing by the Grant Manager.

Alliance Invoice Report (Appendix H) – A 1-2 page summary that accompanies the Alliance Grant Invoice and provides a brief description of the work performed, milestones achieved, and any problems encountered in the performance of the work.

Amendment – A formal change to an executed grant agreement, such as the term dates, scope of work, or due dates. An amendment is needed to move funds between line items in excess of ten (10) percent and must have written approval from the Grant Manager, and must be executed by the signatories for both the Department and the Grantee.

Applicant – A qualified group requesting funds to implement proposed IPM Projects in California. Applicants can be from the public or private institutions (e.g., commodity boards, licensed pest control businesses, school districts, or resource conservation districts).

Budget – A detailed itemization of all eligible costs required to complete the grant project that delineates grant funds requested.

Contingency – Dependent upon conditions or events not yet established.

Designated Signatory – The individual(s) authorized to sign the grant application, the Grant Agreement, and other grant related documents. Such authority may require a resolution by the local political subdivision's board/council.

Direct Cost – Eligible costs specifically associated with planning and implementing the grant project.

Eligible Costs – Costs included in the approved Budget and incurred within the grant term.

Equipment – The term equipment, in relation to the grant agreement or line item budget, refers to any single piece of durable and re-usable equipment item costing \$500 or more.

Endorsement – Written approval or validation.

Estimate – A written statement of the approximate charge for the grant work proposed, submitted by an individual or company ready to undertake the work.

Evaluation – Assessment methods used to measure the success of the grant project.

Grant Agreement – (Grant) – The legally binding document enumerating the rights and duties of the Department of Pesticide Regulation and the Grantee regarding the Pest Management Alliance Grant. The document consists of a cover sheet, *Terms and Conditions, Procedures, and Requirements*, the Grantee's approved Work Plan and Budget, and attachments, and is signed by the Grantee's designated signatory and the Director of the Department of Pesticide Regulation or his/her designated signatory.

Grant Award – Amount of money awarded by the Department of Pesticide Regulation to complete the proposed grant project.

Grant Funds Requested – The total number of dollars requested from the DPR Pest Management Alliance Grant to conduct a project.

Grant Manager – The Grant Manager's (or Alliance Grant Manager) role is to provide support and technical oversight for grant projects. Along with the Grant Program Analyst, the Grant Manager will review and approve project expenditures.

Grant Program Analyst – A person designated by the Department of Pesticide Regulation who is responsible for the administrative aspect of the grant agreement. The Program Analyst along with the Grant Manager will review, approve, facilitate payment, and track funds expended per line item.

Grantee – The organization receiving an award from the DPR to conduct a Pest Management Alliance Grant project.

Ineligible Costs – Includes but is not limited to costs incurred prior to the Notice to Proceed, after the end of the grant term and costs not included in the approved budget.

Letter of Support – A letter written by businesses, organizations, or community members stating their support of the applicant's proposed project.

Management Team – The group that meets regularly to make decisions about the project. The ideal management team is a diverse group that can collectively address all aspects of the pest management project.

Notice to Proceed – The formal letter from DPR authorizing the Grantee to start work on the grant project.

Operating Expenses – Includes but is not limited to printing, postage, telephone, and supplies. Also includes equipment of a durable/re-usable nature costing less than \$500.

Overhead Costs – Expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the grant.

Pest Management Advisory Committee – (PMAC) – A broad group of stakeholders established in law (FAC Section 12536) to advise the DPR on pest management issues). It is comprised of growers, processors, industry, public interest groups, public and private research and educational institutions, government agencies, and individuals knowledgeable about pest management.

Progress Report – A detailed description of all work completed to date that includes an indication of the state of completion (percentage) of all the tasks listed in the Work Plan, a discussion of anticipated accomplishments for the next reporting period, a discussion of problems or special situations encountered during the reporting period and the Grantee's response to those problems or situations, plus a copy of all final public education, advertising, or promotional materials produced, purchased, and/or distributed with grant funds.

Project Cost – All costs incurred by the Grantee in performing the grant project. (The Alliance Grant will only reimburse eligible costs incurred by the Grantee.)

Professional and Contractual Services (Contracts) – Budget line item used when the grant recipient contracts out services that require a recommended course of action or personal expertise.

Principal Investigator – An employee designated by the grant recipient's organization, responsible for the management of the technical and administrative aspects of the grant agreement. The Principal Investigator is ultimately responsible for the completion of the project and adhering to the term of the agreement.

Reasonable Costs – Moderately priced for the geographical location.

Resolution – A formal authorization by the local political subdivision with authority to participate in, or apply for, and accept this grant, as applicable.

Resume or Curriculum Vitae – A brief, written account of personal, educational, and professional qualifications and experience.

Signatory Authority – The person duly authorized and empowered to execute in the name of the applicant all grant-related documents.

Tasks – The specific activities conducted to complete a grant project.

Target Group – Typically a small group (local growers in a statewide commodity, local golf course association, city parks and recreation department, regional water quality coalition, etc.) of a larger related group that will be the target of project activities and that will be used to measure project success

Team Partners – Those involved in the activities of the Alliance project but not part of project management.

Scope of Work/Work Plan – The detailed listing of all tasks and sub-tasks necessary to complete the proposed grant project. Formally termed “Methodology”.

Section IV

APPENDICES