

CALIFORNIA  
AGREEMENT

AGREEMENT NUMBER

P1795008

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

FEDERAL NAME

US DEPARTMENT OF AGRICULTURE, WILDLIFE SERVICES

2. The term of this Agreement is: July 1, 2017 or upon DGS approval, whichever is later through June 30, 2020

3. The maximum amount of this Agreement is: \$150,372.00  
One-Hundred Fifty Thousand Three-Hundred Seventy-Two Dollars and Zero Cents

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

Exhibit A – Scope of Work	2 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C – General Terms and Conditions for Federal Agreements	5 Pages
Exhibit I – Travel Reimbursement Information	2 Pages

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

FEDERAL

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

US DEPARTMENT OF AGRICULTURE, WILDLIFE SERVICES

BY (Authorized Signature)



DATE SIGNED (Do not type)

1/18/18

PRINTED NAME AND TITLE OF PERSON SIGNING

JASON SUCKOW, WESTERN REGIONAL DIRECTOR

ADDRESS

2150 CENTRE AVENUE, BUILDING B  
FORT COLLINS, CO 80526

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY (Authorized Signature)



DATE SIGNED (Do not type)

1/25/18

PRINTED NAME AND TITLE OF PERSON SIGNING

TYRONE WILLIAMS, BRANCH CHIEF, BUSINESS MANAGEMENT BRANCH

ADDRESS

P.O. BOX 944209  
SACRAMENTO, CA 94244-2090

California Department of General  
Services Use Only

APPROVED

FEB 22 2018

OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES

1. The United States Department of Agriculture, Animal Plant Health Inspection Service (USDA-APHIS) staff agrees to provide, to the California Department of Fish and Wildlife (Department), public safety assistance services as described herein:
2. The services shall be performed statewide.
3. The services shall be provided on an as-needed basis as determined by the Department Contract Manager.
4. The Project Officials during the term of this Agreement will be:

**Department Contract Manager**

Name: Rebecca Hartman  
Phone: (310) 678-4864  
Fax: (562) 493-7588  
Email: Rebecca.Hartman@wildlife.ca.gov

**APHIS Project Director**

Name: Dennis L. Orthmeyer  
Phone: (916) 979-2675  
Fax: (916) 979-2680  
Email: Dennis.L.Orthmeyer@aphis.usda.gov

Direct all inquiries to:

California Department of Fish and Wildlife  
Section/Unit: Law Enforcement Division  
Attention: Rebecca Hartman  
Address: 4665 Lampson Ave., Ste. C  
Los Alamitos, CA 90720  
Phone: (209) 669-5756  
Fax: (562) 493-7588  
Email: Rebecca.Hartman@wildlife.ca.gov

United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Section/Unit: Wildlife Services  
Attention: Dennis L. Orthmeyer  
Address: 3419-A Arden Way  
Sacramento, CA 95825  
Phone: (916) 979-2675  
Fax: (916) 979-2680  
Email: Dennis.L.Orthmeyer@aphis.usda.gov

**5. SCOPE OF WORK**

**A. Background and Objectives**

The purpose of this agreement is to facilitate the location, capture and/or take of public safety wildlife (e.g. mountain lions, black bears, coyotes, deer and large exotic carnivores) to ensure public safety. The work is required on an as-needed basis statewide. APHIS staff will receive general guidance from the Department.

**B. WORK TO BE PERFORMED**

APHIS staff will provide qualified Wildlife Specialists, trained dogs, transportation, and equipment necessary to assist the Department in the location, capture, and/or take of public safety wildlife (e.g. mountain lions, black bears, coyotes, deer, and large exotic carnivores) to ensure public safety. The number of qualified Wildlife Specialists that will be provided will be dependent upon the nature of the call and/or the length of the response. The number of trained dogs provided will be dependent upon the type of

animal being tracked and the nature of the call as determined by the responding CDFW enforcement officer.

The services are required on an as-needed basis statewide and are typically urgent and immediate. Phone, email or text message will be the primary methods the Department will use to contact APHIS staff when services are needed. The response time will be dependent upon the nature of the call and the types of resources needed. APHIS staff will receive general guidance from the Department that may include methods of capture or take, duration or response, and any information directly related to public safety concerns. Further, the Department will provide supplies and trained personnel to chemically and physically restrain captured public safety wildlife. APHIS staff may be allowed to assist the Department with wildlife population surveys to maintain the effectiveness of the dogs at no fee to the Department and only in close coordination with Department staff.

**C. SCHEDULE OF COMPLETION DATES**

Specific project completion dates are unknown as work will be dependent upon a number of factors including, but not limited to, inclement weather, permits, and scheduling.

**D. REPORTS**

APHIS staff shall provide the Department Contract Manager a written activity report, due with each invoice submitted for services provided as described in this agreement. The report shall briefly outline and summarize all activities completed as part of this agreement for the invoiced period. The report shall be emailed or mailed to the Department Contract Manager at the address listed above in Section 4 as part of the invoice package. Invoices will not be paid by CDFW unless accompanied by a written activity report. A final report is not required.

## 1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate APHIS for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. APHIS shall be paid **monthly**, in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Rebecca Hartman c/o Carol Mason
Region / Division:	Law Enforcement Division
Address:	1416 9 <sup>th</sup> Street, Room 1326 Sacramento, CA 95814

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to APHIS. All invoices must be approved by the Contract Manager.
- D. The invoice shall contain the following information:
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
  2. Printed name of APHIS;
  3. Business address of APHIS including P.O. Box, City, State, and Zip Code;
  4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
  5. The date of the invoice and the time period covered;
  6. The number of the agreement upon which the claim is based, and;
  7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
    - a. The time period covered by the invoice, i.e., the term "from" and "to";
    - b. A description of the services performed;
    - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to APHIS, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

- d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by APHIS under the terms of this agreement; and
- e. The original signature of APHIS (not required of established firms or entities using preprinted letterhead invoices).

## **2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT**

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to APHIS or to furnish any other considerations under this Agreement and APHIS shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to APHIS to reflect the reduced amount.

## **3. PROMPT PAYMENT CLAUSE**

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

## **4. OUTSTANDING ACCOUNTS RECEIVABLES RECOVERY CLAUSE**

Pursuant to Government Code (GC) section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transfer Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option shall be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date, (2) non-payment provisions are included in the interagency agreement between the departments, (3) the invoice has not been disputed, and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

In compliance with Government Code (GC) Section 11255 and Budget Letter 10-10, the department shall provide the appropriation information upon request. It is the responsibility of APHIS to ensure that no disputes exist prior to submitting a TR.

**LINE ITEM BUDGET**

	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
<b>Personal Services</b>			
Wildlife Specialist (665 hours @ \$35/hour)	\$23,275.00	\$23,275.00	\$23,275.00
Staff Benefits (35%)	8,146.00	8,146.00	8,146.00
<b>Operating Expenses &amp; Equipment (OE&amp;E)</b>			
Travel/Per Diem	5,000.00	5,000.00	5,000.00
Vehicle (Mileage)	3,000.00	3,000.00	3,000.00
<b>Subtotal</b>	<b>39,421.00</b>	<b>39,421.00</b>	<b>39,421.00</b>
<b>Pooled Charges (11%)</b>	<b>4,336.00</b>	<b>4,336.00</b>	<b>4,336.00</b>
<b>Indirect Costs (16.15%)</b>	<b>6,367.00</b>	<b>6,367.00</b>	<b>6,367.00</b>
<b>Total By Fiscal Year</b>	<b>\$50,124.00</b>	<b>\$50,124.00</b>	<b>\$50,124.00</b>
<b>Total Amount</b>			<b>\$150,372.00</b>

1. **APPROVAL** - This Agreement is of no force or effect until signed by authorized representatives of all Signatory Agencies and approved by the Department of General Services, if required. Signatory Agencies may not commence performance until such approval has been obtained.
2. **AMENDMENT** - No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Signatory Agencies and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Signatory Agencies.
3. **ASSIGNMENT** - This Agreement is not assignable by the Signatory Agencies, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT** - Signatory Agencies agree that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and Federal auditors, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Signatory Agencies agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Signatory Agencies agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employee who might reasonably have information related to such records. Further, Signatory Agencies agree to include a similar right of the State and Federal auditors to audit records and interview staff in any contract related to performance of this Agreement. (California Government Code Section 8546.7, Public Contract Code 10115 et. Seq., and California Code of Regulations Title 2, Section 1896.)
5. **INDEMNIFICATION CLAUSE**
  - a. **Federal** - The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his/her employment, arising out of this Agreement.
  - b. **State** - The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his/her employment, arising out of this Agreement.
6. **TERMINATION FOR CAUSE** - Any Signatory Agency may terminate this Agreement at any time by giving thirty (30) days written notice to the other Signatory Agencies. None of the Signatory Agencies shall incur any new obligations for the terminated portion of this Agreement after the effective date of the termination and shall cancel as many obligations as possible. Full credit shall be allowed for each Signatory Agency's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
7. **INDEPENDENT CONTRACTOR** - Signatory Agencies agree that agents and employees of their respective agencies, in the performance of this Agreement, shall not act as officers or employees or agents of the other Signatory Agencies to this Agreement.
8. **NONDISCRIMINATION CLAUSE** - During the performance of this Agreement, Signatory Agencies shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family leave. Signatory Agencies and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. State and Federal agencies shall adhere to all State and Federal laws pertinent to their respective organizations as they apply to non-discrimination described within this Agreement. Signatory Agencies shall include a similar non-discrimination clause in any resulting contract.
9. **TIMELINESS** - Time is of the essence of this Agreement.
10. **COMPENSATION** - The consideration to be paid by Signatory Agencies to one another, as provided in this Agreement, shall be in compensation for all expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. **GOVERNING LAW** – The parties agree and acknowledge that this Agreement contains reference to both Federal and State laws and regulations. The United States agrees to comply with all applicable Federal laws and regulations when entering into this Agreement. The State agrees to comply with all applicable California laws and regulations. It is the intent of the Signatory Agencies that the venue shall be in a court located within the geographic boundaries of the State of California.
12. **ANTITRUST CLAIMS**- Each Federal Agency, by signing this Agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, each Federal Agency shall comply with the requirements of the Federal Acquisition Relations Chapter 1 Title 38 Code of Federal Regulations (CFR).
13. **UNENFORCEABLE PROVISIONS** - In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Signatory Agencies agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
14. **EXCISE TAX** – The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.
15. **SETTLEMENT OF DISPUTES** - In the event of any issue of controversy under this Agreement, the Signatory Agencies may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. Those may include, but not be limited to: conciliation, facilitation and mediation.

The heads of the agencies affected by the dispute will make a final determination for dispute resolution if other informal venues have not succeeded. If resolution cannot be reached informally through these methods, the parties may pursue whatever legal remedies they may have.

16. **DISABLED VETERAN BUSINESS ENTERPRISE AUDITS** - If the State determines this Agreement is subject to Disabled Veteran Business Enterprise (DVBE) requirements, State agencies shall comply with Public Contract Code § 10115 et. seq. and California Code of Regulations Section 1896.60 et. seq. State agencies shall make pertinent records available to the State for review, shall permit the State access to pertinent records upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of three (3) years after final payment under the Agreement.
17. **POTENTIAL CONTRACTORS** - Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any contractors, and no contract shall relieve Signatory Agencies of their responsibilities and obligations hereunder. Federal Agencies agree to include the necessary Federal Acquisition Regulation clauses relating to indemnification and insurance requirements for any resulting contract pursuant to this Agreement. Each Signatory Agency's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Signatory Agencies. As a result, the State shall have no obligation to pay or to enforce payment of any monies to any contractor.
18. **AGENCY LIABILITY** - The Signatory Agencies warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Signatory Agencies for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
19. **FORCE MAJEURÉ** - Each Signatory Agency shall not be liable to other Signatory Agencies for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure". As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.



20. **NON-ELIGIBLE ALIEN – (ALL SOLE PROPRIETOR CONTRACTS ~ STATE CONTRACT MANUAL 2.07)** - Signatory Agencies shall comply with 8, United States Code Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.
21. **PRIORITY HIRING CONSIDERATION – (CONTRACTS WITH A VALUE IN EXCESS OF \$200,000)** - If a resulting Agreement will have a total Agreement value of \$200,000 or more, the Signatory Agencies are hereby advised that they will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid. All requirements as stated in this section pertaining to Priority Hiring Consideration as it applies to State and Federal agencies, shall be to the extent required by State and Federal law, respectively.
22. **CONTRACTOR CERTIFICATION – (COPYRIGHT LAWS FOR COMPUTER SOFTWARE ~ I.T. AGREEMENTS ONLY)** - Signatory Agencies certify that appropriate systems and controls are in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
23. **The following provisions are made part of this Agreement:**
  - a. **Fund Availability – Federal Policy:**
    - 1) The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for services arising from this Agreement can be made. No legal liability on the part of the Government for any payment may arise until funds are made available for this and until the party receiving reimbursement receives notice of such availability, to be confirmed in writing by the party providing funding.
    - 2) The California Department of Fish and Wildlife has the option to invalidate the Agreement under the thirty (30) day cancellation clause to amend the Agreement to reflect any reduction in funds.
24. **OUT OF STATE TRAVEL** – No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
25. **LIABILITY INSURANCE (AS APPLICABLE)** – Unless otherwise specified in the Agreement, when the Contractor submits a signed Agreement to the State, the Contractor and any Subcontractor utilized under the terms of this agreement shall also furnish to the State either proof of self-insurance, or in the alternate, a certificate of insurance. A certificate of insurance shall state that the applicable liability insurance is presently in effect as outlined below. The Contractor and their Subcontractors agree to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a and b, below, in their entirety:

  - a. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
  - b. The State will not be responsible for any premiums or assessments on the policy.

The Contractor and any Subcontractor utilized under the terms of this Agreement shall assure that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times during the term of this Agreement, Contractor and any Subcontractor utilized under the terms of this Agreement shall provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services. In the event the Contractor and/or any Subcontractors utilized under the terms of this agreement fail to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The California Department of Fish and Wildlife will not provide for, nor compensate the Contractor and/or any Subcontractor utilized under the terms of this agreement for any insurance premiums or costs for any type or amount of insurance. The insurance required herein, shall cover all Contractor and any Subcontractor's supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Contractor's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.  
The policy must be endorsed.
- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.  
The policy must be endorsed.
- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000 each accident.  
The policy must be endorsed.
- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000 each accident.  
  
When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.  
The policy must be endorsed.
- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.  
The policy must be endorsed.
- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.  
The policy must be endorsed.
- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

## Exhibit I (Federal) – Travel Reimbursement Information for USDA Animal and Plant Health Inspection Service

1. The following rate policy is to be applied for reimbursing the travel expenses of federal employees of USDA's Animal and Plant Health Inspection Service (APHIS) under State agreements.
  - a. Reimbursement for travel and/or per diem shall be at the rates established in the most current edition of the Federal Travel Regulation book (FTR) located at <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever APHIS staff or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments.
  - c. APHIS staff on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. All lodging reimbursement claims must be supported by a receipt. If APHIS staff do not or cannot present receipts, lodging expenses will not be reimbursed.
  - d. Meal/Supplemental Expenses: With substantiating receipts, APHIS staff may claim actual expenses incurred up to the maximum reimbursement rates listed in the FTR for each full 24-hour period of travel.
  - e. 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 headquarters.
2. If any of the reimbursement rates stated herein are changed, no formal contract amendment will be required to incorporate the new rates. However, APHIS staff shall inform the Department, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.
3. For transportation expenses, the APHIS staff must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

Exhibit I (Federal) – Travel Reimbursement Information for USDA Animal and Plant Health Inspection Service

4. Note on use of autos: If APHIS staff use personal or a company car for transportation, the rate of reimbursement will be as defined in the FTR. If APHIS staff use personal or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. APHIS staff must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. APHIS staff are required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Private Aircraft Mileage Reimbursement Rate: Refer to the Federal Travel Regulation book located at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>)