



**MEMORANDUM**  
**DEPARTMENT**  
**DIVISION**  
County of Placer

TO: Board of Supervisors

DATE: April 5, 2016

FROM: Joshua P. Huntsinger

SUBJECT: Asian Citrus Psyllid Contract #15-0555-SF with CDFA

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**ACTION REQUESTED**

Adopt a resolution authorizing the Placer County Agricultural Commissioner/Sealer to sign contract #15-0555-SF with the California Department Of Food And Agriculture allowing for reimbursement from the state for up to \$72,209.00 for costs associated with detection trapping of the Asian Citrus Psyllid in Placer County.

**BACKGROUND**

The California Department of Food and Agriculture (CDFA) provides for reimbursement for various programs under the direction of the Agricultural Commissioner/Sealer of Weights and Measures to help offset the costs to counties for enforcing mandated programs.

This contract will provide funding to the Agricultural Commissioner for placement of up to 500 traps throughout Placer County to detect the presence of the Asian Citrus Psyllid, a pest known to cause extreme injury to many of the agricultural crops grown in Placer County.

**FISCAL IMPACT**

This revenue reimbursement is for an ongoing program and has no impact on the General Fund.

**ATTACHMENTS**

Attachments – Resolution

**Before the Board of Supervisors  
County of Placer, State of California**

**In the matter of:**

A RESOLUTION AUTHORIZING THE PLACER COUNTY AGRICULTURAL COMMISSIONER TO SIGN CONTRACT #15-0555-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE ALLOWING FOR REIMBURSEMENT FROM THE STATE FOR UP TO \$72,209.00 FOR COSTS ASSOCIATED WITH DETECTION TRAPPING OF THE ASIAN CITRUS PSYLLID IN PLACER COUNTY.

Resolution No.: \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of said Board

WHEREAS, The Agricultural Commissioner is responsible for preventing the introduction of harmful invasive pests and,

WHEREAS, Placer County is home to a thriving mandarin orange industry and,

WHEREAS, The Asian Citrus Psyllid is a harmful invasive pest that is responsible for vectoring the citrus greening disease that is 100% fatal to citrus trees and,

WHEREAS, The Asian Citrus Psyllid has been rapidly spreading throughout southern and Central California and,

WHEREAS, The California Department of Food and Agriculture proposes to contract with Placer County for the purpose of offsetting the costs of conducting a trapping program to detect the presence of the Asian Citrus Psyllid,

NOW, THEREFORE, BE IT RESOLVED, THAT: The Board of Supervisors authorizes and directs the Agricultural Commissioner to sign State contract #15-0555-SF in the amount of \$72,209 with the California, Department of Food and Agriculture, for reimbursement for Asian Citrus Psyllid detection trapping.

Exhibit A

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>15-0555-SF</b>

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

STATE AGENCY'S NAME

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

RECIPIENT'S NAME

**COUNTY OF PLACER**

2. The term of this Agreement is: October 1, 2015 through September 30, 2016

3. The maximum amount of this Agreement is: \$72,209.00  
Seventy-two Thousand Two Hundred Nine 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: 21 Page(s)
  - Recipient and Project Information
  - Scope of Work
- Exhibit B: 5 Page(s)
  - Payment Provisions and Budget
  - Budget
- Exhibit C: General Terms and Conditions 2 Page(s)
- Exhibit D: Federal Terms and Conditions 3 Page(s)

Name of Project: Asian Citrus Psyllid

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

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)  
COUNTY OF PLACER

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS  
11477 E Avenue, Auburn, CA 95603-2799

**STATE OF CALIFORNIA**

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
CRYSTAL MYERS, MANAGER, OFFICE OF GRANTS ADMINISTRATION

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

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**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County will place and service traps for the detection of the Asian Citrus Psyllid.

2. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

3. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Debbie Tanouye	Name:	Josh Huntsinger
Section/Unit:	PHPPS/PDEP	Section/Unit:	COUNTY OF PLACER
Address:	1220 N Street, Room 315	Address:	11477 E Avenue, Auburn
City/State/Zip:	Sacramento, CA 95832	City/State/Zip:	CA 95603-2799
Phone:	916-654-1211	Phone:	530-889-7372
Email Address:	debbie.tanouye@cdfa.ca.gov	Email Address:	placera@placer.ca.gov

4. For a detailed description of activities to be performed and duties, see Scope of Work.

5. **PRIME AWARD INFORMATION:**

Federal Funding Source(s):	USDA-APHIS-PPQ
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$2,136,406.00
Federal Funding Source Agreement Number(s):	16-8506-1121-CA
Effective Date(s):	10/1/2015 through 9/30/2016

6. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. State, local or Indian tribal governments, non-profit organizations, colleges and universities will be subject to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31.2. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable Cost Principle requirements.

## SCOPE OF WORK

### **AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING**

**Fiscal Years 2015 - 2016 and 2016 - 2017**

**Effective Dates: October 1, 2015 to September 30, 2016**

#### **AGENCY RESPONSIBILITY**

##### **Section 1**

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

1. Provide all trapping materials, such as traps, trap parts, and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG). The current version is on the CDFA website at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
4. Provide training programs for county trapping supervisors and trappers.
5. Provide quality control (QC) of the county trapping program via inspections.
6. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>.

##### **Section 2**

**The County Agricultural Commissioner shall:**

1. Hire and train personnel.
2. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.
3. Provide and maintain trapping vehicles.
4. Ensure that supervisors and trapping personnel attend training provided by CDFA District Entomologists.

5. Ensure that all trapping activities conform to the current version of the ITG and to the enclosed Asian Citrus Psyllid Trapping Guidelines (December 2015).
  - Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  - Should there be a discrepancy between the Scope of Work and the ITG, the Scope of Work shall supersede the ITG.
  
6. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
  - The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-ACP1 is in grid EV241, south quint, trap type is Asian citrus psyllid (ACP), and it is designated as number “1” ACP trap within that quint.
  - Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for ACP trapping is as follows.
    - Yellow panel trap – full trap number, date, and initial the trap on white backside when placing; note servicing dates on outside non-sticky margins.
  
7. Ensure that ACP traps are serviced monthly from October 1, 2015 through September 30, 2016.
  
8. Participate in delimitation activities if requested to do so by the CDFA.
  
9. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at

[http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3\\_Appendices\\_B-G.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf) ), Mitigation Reporting Program at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4\\_Appendices\\_H-P.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. A checklist template is enclosed, and a copy of the completed checklist must be submitted along with the final billing. When the agreement ends, the county dates and signs a copy of the Checklist and sends that copy to CDFA to signify that the PEIR requirements were implemented.

10. Maintain a Daily Trapping Summary (DTS) (Form 60-210)<sup>1</sup> for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.
11. Complete a monthly Pest Detection Report Number One (Form 66-035)<sup>2</sup>, documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicing. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.
12. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
13. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
14. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
15. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines, including any county commitment trap lines.

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<sup>1</sup> Form on file with county office.

<sup>2</sup> Form on file with county office.

16. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
17. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the enclosed ACP Trapping Guidelines (December 2015).
18. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand alone).
19. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for such traps.
20. Submit invoices along with the corresponding Report Number One monthly by postal mail or e-mail to:

Joanne Shimada  
CDFA- PD/EP  
1220 N Street, Room 315  
Sacramento, CA 95814

[joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov).

- a) Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.
- b) If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
- c) Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
- d) A sample invoice is enclosed with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - o County name
  - o County address
  - o Remit to address

- Date of submittal
  - Agreement name
  - Agreement number
  - Billing period
  - Allowable itemized charges as listed on the Financial Plan.
    - Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
    - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
- e) Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in item d).
- f) Please do not submit the invoice as a PDF file or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Accounting Unit.
- g) Payment will be made monthly, in arrears, upon receipt and approval of invoice.
- h) Continue to send monthly invoices even if the fiscal year agreement funds are depleted.
- i) To insure payment of work performed, all invoices must be received no later than 30 days after the agreement expires.

## Asian Citrus Psyllid (ACP) Trapping Guidelines (Placer)

### Trapping Season

- Conduct trapping from October 1, 2015 through September 30, 2016.

### Trapping Locations

- Conduct trapping in all urban, rural residential, and commercial citrus settings (see Insect Trapping Guide [ITG] for definitions, available at [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG)).
- If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the District Entomologist prior to placement of these traps for approval.

### Trap Density

- Place traps in urban, rural residential, and commercial citrus settings. Traps shall be:
  - Stand-alone (not piggybacked).
  - Placed in **host trees only** at 5 traps per square mile, up to the maximum number of traps allotted to each county in the previous agreement.
  - Commercial Trapping
- Establish traps in commercial citrus groves
- Place traps at 36 sites at the rate of one trap per site.

### Inspection Frequency

- Detection Survey - inspect traps monthly.
- Commercial Trapping – inspect traps every 14 days.

### Trap

- The trap consists of two parts: a yellow panel trap and a trap hanger.

## Attractant

- The yellow color is a visual attractant. The trap does not contain a pheromone or an insecticide.

## Hosts

- Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**

## Trap Numbering & Assembly

- Trap number -- Prior to assembling and placing the trap, write the unique trap number and date of deployment on the interior (non-sticky sides) of the trap body.
  - Using the alpha-numeric STG, list the alpha-numeric grid, hyphen, quint (aka subgrid), hyphen, trap type and number. For example: JT316-W-ACP1 or JT316-5-ACP1.
- Assemble the trap by pulling it open, exposing the yellow, sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).

## Trap Placement

- Follow the parameters for ACP listed in the Insect Trapping Guide under *Sections: Trap Types*. [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). If there are more than 6 digits, truncate (cut off) the additional digits; DO NOT round up or down. Record the unique trap number with the corresponding GPS reading. New GPS points must be recorded for urban ACP traps when they are relocated. The GPS coordinates must be written on the trap data card.

## Baiting Interval

- Not applicable.

## Trap Relocation

- Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.
- When relocating, **always** use a new trap. Submit all removed traps to a qualified screener or the CDFA screening facility for your district. GPS the new site and document the new GPS coordinates on the trap card.
  - Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
  - Commercial Trapping – do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

## Trap Replacement

- Replace traps monthly or with each relocation (as with Jackson trap inserts).
- Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

## Screening of Traps

- **IMPORTANT:** All traps removed from the field must be screened before being discarded.
  - CDFA maintains a screening center in Los Alamitos for this purpose (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
  - Boxes sent to Los Alamitos must have the county written on the outside of the box, so as to allow the screening center to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete the PDR.
  - Los Alamitos address and contact information:

Medfly Preventative Release Facility  
3802 Constitution Avenue  
Los Alamitos, CA 90720-5100  
Attention: Manuel Villarreal  
Phone: 562-795-1206

- Counties may instead elect to have a qualified staff member perform the screening, with pre-approval from the District Entomologist.

### **Submitting Specimens for Identification**

- If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the District Entomologist, as per the ITG.
- Submit the entire trap, leaving the suspect ACP on the trap, for identification to the Plant Pest Diagnostics Laboratory in Sacramento as efficiently and quickly as possible. If the suspect insect is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Record (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- Notify your District Entomologist when suspect specimens are sent. Include the e-PDR number in this communication.

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

**July 2015**

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or [warning.center@oes.ca.gov](mailto:warning.center@oes.ca.gov).
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPH and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

- regarding safe pesticide handling and application.
- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

## Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2015
Project Leader:	Joshua P. Huntsinger, Placer County Agricultural Commissioner
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of Placer County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

### Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Defect Asian citrus psyllid.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

### Part B

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		Yes
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		N/A
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	
Signature*:	
End Date:	

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









## EXHIBIT B

### PAYMENT PROVISIONS AND BUDGET

#### 1. **Invoicing and Payment**

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. **Budget Contingency Clause**

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

#### 3. **Prompt Payment Clause**

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

#### 4. **Allowable Line Item Shifts**

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

#### 5. **Allowable Expenses and Fiscal Documentation**

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 6. **Budget**

For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.

A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 TBD	Agricultural Inspectors Aide	8.48	81.00	687
2 TBD	Agricultural Inspector	7.13	30.00	214
3 TBD	Agricultural Inspector	8.00	12.50	100
4		0.00	0.00	0
			Subtotal:	1001.00
2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 TBD	Agricultural Inspectors Aide	\$14.10	687	\$9,687.00
2 TBD	Agricultural Inspector	\$23.03	214	\$4,928.00
3 TBD	Agricultural Inspector	\$23.03	100	\$2,303.00
4		\$0.00	0	\$0.00
			Subtotal:	\$16,918.00
3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 TBD	Agricultural Inspectors Aide	7.6500%	\$9,687.00	\$741.00
2 TBD	Agricultural Inspector	58.5000%	\$4,928.00	\$2,883.00
3 TBD	Agricultural Inspector	58.5000%	\$2,303.00	\$1,347.00
4		0.0000%	\$0.00	\$0.00
			Subtotal:	\$4,971.00
			<b>DETECTION STAFF SUBTOTAL:</b>	<b>\$21,889.00</b>
4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1 TBD	Sr. Agricultural Inspector (Supervisor)	2.75	100.00	275
2 TBD	Administrative Secretary (Invoicing)	4.00	9.00	36
3		0.00	0.00	0
4		0.00	0.00	0
			Subtotal:	311.00
5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 TBD	Sr. Agricultural Inspector (Supervisor)	\$33.25	275	\$9,144.00
2 TBD	Administrative Secretary (Invoicing)	\$21.93	36	\$789.00
3		\$0.00	0	\$0.00
4		\$0.00	0	\$0.00
			Subtotal:	\$9,933.00
6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1 TBD	Sr. Agricultural Inspector (Supervisor)	58.5000%	\$9,144.00	\$5,349.00
2 TBD	Administrative Secretary (Invoicing)	58.5000%	\$789.00	\$462.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
			Subtotal:	\$5,811.00
			<b>NON-DETECTION STAFF SUBTOTAL:</b>	<b>\$15,744.00</b>
25 % Overhead (Not to exceed 25%)		SALARIES	BENEFITS	OVERHEAD COST
		\$26,851.00	\$10,782.00	\$9,408.00
			<b>TOTAL PERSONNEL COST :</b>	<b>\$47,041.00</b>

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

<u>Description</u>	<u>COST</u>
a. Office Supplies	\$250.00
b. Postage	\$900.00
c. Cell Phone Usage	\$108.00
<b>TOTAL SUPPLY COST:</b>	<b>\$1,256.00</b>

**C. SUBCONTRACTOR**

<u>Employee Name</u>	<u>Title</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>COST</u>
a.				\$0.00
b.				\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>				<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
3	9	550	\$0.575	\$8,539.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00
<b>TOTAL VEHICLE COST:</b>				<b>\$8,539.00</b>	

\* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

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

PLACER	FY 2015-16 ACP Trapping - Total Cost:	\$56,838.00
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COMMENTS:

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	TBD	Agricultural Inspectors Aide	8.55	27.00	231
2	TBD	Agricultural Inspector	7.15	12.00	86
3	TBD	Agricultural Inspector	8.00	3.88	31
4			0.00	0.00	0
Subtotal:					348.00

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY	
1	TBD	Agricultural Inspectors Aide	\$14.10	231	\$3,257.00
2	TBD	Agricultural Inspector	\$23.03	86	\$1,981.00
3	TBD	Agricultural Inspector	\$23.03	31	\$714.00
4			\$0.00	0	\$0.00
Subtotal:				\$5,952.00	

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST	
1	TBD	Agricultural Inspectors Aide	7.6500%	\$3,257.00	\$249.00
2	TBD	Agricultural Inspector	58.5000%	\$1,981.00	\$1,159.00
3	TBD	Agricultural Inspector	58.5000%	\$714.00	\$418.00
4			0.0000%	\$0.00	\$0.00
Subtotal:				\$1,826.00	

DETECTION STAFF SUBTOTAL: \$7,778.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	TBD	Sr. Agricultural Inspector (Supervisor)	2.75	10.00	28
2	TBD	Administrative Secretary (Invoicing)	4.00	3.00	12
3			0.00	0.00	0
4			0.00	0.00	0
Subtotal:					40.00

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY	
1	TBD	Sr. Agricultural Inspector (Supervisor)	\$33.25	28	\$931.00
2	TBD	Administrative Secretary (Invoicing)	\$21.93	12	\$263.00
3			\$0.00	0	\$0.00
4			\$0.00	0	\$0.00
Subtotal:				\$1,194.00	

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST	
1	TBD	Sr. Agricultural Inspector (Supervisor)	58.5000%	\$931.00	\$545.00
2	TBD	Administrative Secretary (Invoicing)	58.5000%	\$263.00	\$154.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
Subtotal:				\$699.00	

NON-DETECTION STAFF SUBTOTAL: \$1,893.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$7,146.00	\$2,525.00	\$2,418.00

TOTAL PERSONNEL COST : \$12,089.00

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

<u>Description</u>	<u>COST</u>
a. Office Supplies	\$100.00
b. Postage	\$300.00
c. Cell Phone Usage	\$36.00
<b>TOTAL SUPPLY COST:</b>	<b>\$436.00</b>

**C. SUBCONTRACTOR**

<u>Employee Name</u>	<u>Title</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>COST</u>
a.				\$0.00
b.				\$0.00
<b>TOTAL SUBCONTRACTOR COST:</b>				<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
3	3	550	\$0.575	\$2,846.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00
<b>TOTAL VEHICLE COST:</b>				<b>\$2,846.00</b>	

\* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.  
 \* Salary rates subject to change due to changes in labor contracts, program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits,

PLACER	FY 2016-17 ACP Trapping - Total Cost:	\$15,371.00
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COMMENTS:

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the Agreement Manager, in the form of a formal written amendment.

#### 3. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

#### 4. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

#### 5. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient.

Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Grant Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines.

The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

#### 6. Non-Discrimination Clause

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

#### 7. Governing Law

This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.

#### 8. Unenforceable Provision

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

#### 9. Excise Tax

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

**10. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**11. Termination for Cause**

The parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations, subject to the requirements of 2 CFR 200.471, applicable to sponsored agreements.

**12. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

**13. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the United States Department of Agriculture logo or the CDFA logo.

**14. Property Damage Claims Process**

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

**15. Force Majeure**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

**16. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

**17. Plant Protection Act Memorandum of Understanding**

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient must comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program.

#### 1. Civil Rights

The Recipient must comply with civil rights standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

#### 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

#### 5. Lobbying Restrictions

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

#### 6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

#### 7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

#### 8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
- B. Privacy Act, 5 USC 552 (a).

**10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

**11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient must further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

**13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to the Agency implementations; 2 CFR 200.112.

**15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Seat Belt Use**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).

