

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

19-0268-029-SF

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 LAKE

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$2,484.00

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

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF LAKE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

883 Lakeport Boulevard, Lakeport, CA 95453

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, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	Pending
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$5,021,946.00
Effective Dates:	July 1, 2019 through June 30, 2020

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will conduct detection and trapping activities for Light Brown Apple Moth to prevent damage to native plants and crops. Federal Domestic Quarantine Order (DA-2007-42).

Project Title: Light Brown Apple Moth - Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Victoria Hornbaker	Name:	Steve Hajik
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF LAKE
Address:	2800 Gateway Oaks Drive	Address:	883 Lakeport Boulevard
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Lakeport, CA 95453
Phone:	916-262-1102	Phone:	707-263-0217
Email Address:	victoria.hornbaker@cdfa.ca.gov	Email Address:	steven.hajik@lakecountycalifornia.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Marc Yee	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-738-6741	Phone:	
Email Address:	marc.yee@cdfa.ca.gov	Email Address:	

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. 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.

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

EXHIBIT B

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 CDFA Agreement Manager or designee in the form of a formal written amendment.

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **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.

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. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants 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 Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants 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.

10. **Non-Discrimination Clause**

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 or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient 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 *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.

11. 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.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee 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 CDFA Agreement Manager or designee 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.

13. 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.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

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. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. 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 in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a 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 California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Plant Protection Act Memorandum of Understanding

The Recipient 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 May 6, 2019. 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 C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified 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 the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, 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. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- D. If foreign 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.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will 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.
- F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

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. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

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

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

2. Labor Standards

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

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

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

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

- A. Executive Order 12372, as implemented at 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 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

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

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

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

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

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

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. 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).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

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

SCOPE OF WORK
Light Brown Apple Moth Program (Detection Trapping)
July 1, 2019 – June 30, 2020

Light Brown Apple Moth was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 28 counties, from Mendocino to San Diego. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to allow continued interstate movement of regulated articles. To confirm that areas of the state are free from LBAM, traps are piggybacked alongside existing detection traps.

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget).

Pest Exclusion Advisory No. 37-2015

(http://www.cdfa.ca.gov/countygag/postings/files/PEA_No._37-2015_.pdf) provides additional clarifications regarding authorized expenses that qualify for reimbursement.

Authorized expenses under this Light Brown Apple Moth (LBAM) detection trapping cooperative agreement include:

- I. Personnel Activities**
 - A. Detection Trapping Activities**
 - 1. Trapping Activities
 - 2. Mileage Reimbursement
 - 3. Delimitation Trapping
 - 4. Documentation for LBAM Traps
 - 5. Daily Trapping Summaries (DTS) (Form 60-210)
 - 6. Program Environmental Impact Report
 - B. Other Activities**
 - 1. Administrative Support
 - 2. Reporting
 - 3. Sample Submission
 - II. Non-Personnel**
 - A. Supplies**
 - B. Vehicle Mileage**
 - III. Reporting/Invoicing**
 - A. Monthly Trapping Report**
 - B. Invoicing/Reimbursement**
- I. Personnel Activities:** The County agrees to perform the listed activities required by the LBAM State Interior Quarantine (CCR 3434) and Federal Domestic Quarantine Order DA-2016-28 (or more recent version). This agreement is also inclusive of the following:
- A. Detection Trapping Activities county entities must follow:**
 - 1. Trapping Activities**

Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Light Brown Apple Moth Trapping Guide 2019." Trapping is performed in conjunction with existing detection trapping routes and/or sites (piggybacked) used for other general detection species. Trap

servicings will be reimbursed at three-minutes per trap. These traps should be serviced and maintained by existing general detection trappers. The trapping season for your county should be the same as for general detection trapping, such as for general fruit flies. Consult the CDFA Insect Trapping Guide (https://www.cdfa.ca.gov/plant/pdep/Insect_Trapping_Guide/docs/Insect_Trapping_Guide_web.pdf) for exact months for general pest detection trapping, for example, Section CP (ChamP™ Trap), page 71.

2. Mileage Reimbursement

Mileage reimbursement is not allowed for LBAM traps piggybacked onto general pest detection and glassy-winged sharpshooter sites. Mileage reimbursement may be allowed for associated trapping activities (attend meetings, sample submission, quality control, supervision).

3. Delimitation Trapping

Delimitation trapping may be allowed upon detection of “new location” finds, but only with the approval of LBAM project management.

4. Documentation for LBAM Traps

Incorporate the documentation for LBAM traps into the books used for general pest detection or GWSS programs.

5. Daily Trapping Summaries (DTS) (Form 60-210)

Must be completed daily by each reimbursable trapper and will serve as official documentation of work performed. The DTS must be held available for review by the CDFA audits office for three years but are not turned in to the LBAM Program. To facilitate program audits, the DTS – whether completed daily, weekly, or monthly – must be signed by the individual who performed the work indicated on the summary. This applies to hand completed or electronic summaries.

6. Program Environmental Impact Report

Ensure that all activities are performed following CDFA’s management practices and any necessary mitigation measures as required and consistent with CDFA’s Program Environmental Impact Report (PEIR).

B. Other Activities:

1. Administrative Support

Personnel hours associated with administrative activities such as hiring and/or training personnel, ensure trapping procedures are followed, provide and maintain trapping vehicles, and ensure all documentation of work is complete and accurate of data entry and/or invoicing and trapping reports for LBAM detection trapping.

2. Reporting

Personnel hours associated with entering data into the United States Department of Agriculture Integrated Plant Health Information System (IPHIS) database, completion of the “Monthly Activity Report” and any other data entry required. Use of LBAM Program forms for reporting and inspections is required. Forms created by the County will not be accepted.

3. Sample Submission

Submit samples to the Plant Pest Diagnostics Laboratory, located at 3294 Meadowview Road, Sacramento, CA 95832 via approved method(s). See Collection and Submission of Samples in the attachment, “Light Brown Apple Moth

Trapping Guide 2019.” On a case by case basis, project personnel may have a county divert samples directly to LBAM program personnel. Alternate directions will be agreed upon with the County Agricultural Commissioner ahead of time if that becomes appropriate.

II. Non-Personnel

A. Supplies:

1. **Supplies:** In accordance with 2 CFR 200.94 (<http://www.ecfr.gov/>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the LBAM Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges and organization tools.

All records substantiating that the supplies are used for the LBAM Program must be maintained by the county.

- B. **Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan (budget). If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the Agreement period, counties must submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs: Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted as requested.

III. Invoicing/Reporting: Personnel hours associated with the compilation, submittal, and maintenance of the following:

- A. **Monthly Trapping Report:** Submit monthly trapping reports using the LBAM Combined Detection and Regulatory Trapping Survey Report (LBAM-Trapping-Report.xls Excel spreadsheet) by close of business the 5th day of each month. **Please submit the Report electronically to maryjean.sawyer@cdfa.ca.gov.**

- B. **Invoicing/Reimbursement:** Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred to lbaminvoices@cdfa.ca.gov. Note – payment is contingent upon receipt of trapping reports for that month. **Invoices will not be approved for payment if monthly trapping reports have not been submitted.**

1. **Allowable Costs:** All invoiced expenses must fall within the parameters of this “Scope of Work” and must be directly related to administering and conducting LBAM detection trapping activities.
2. **Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted LBAM quarantine response and regulatory enforcement activities.
3. **Personnel on Invoice Must Match Work Plan (Budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

4. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the County and shall be made available upon request for audit purposes.
5. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify Counties of new rates (current rate \$0.58) if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program, and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

6. **Submission of Monthly Invoice:** Invoices must be emailed to lbaminvoices@cdfa.ca.gov or Marc Yee (marc.yee@cdfa.ca.gov).

Contact Marc Yee with any questions regarding invoicing or reimbursement by email or by calling (916) 262-1102.

Light Brown Apple Moth Trapping Guide 2019

PROGRAM: Light Brown Apple Moth (LBAM) Trapping (Detection)

TYPE OF TRAP: Jackson Trap

The delta-shaped Jackson trap is made of plastic-coated cardboard. A sticky insert on the bottom captures moths. The pheromone septum is placed in the stickum on the trap insert. If the pheromone septum is lost due to wind or other factors, use a Medfly lure basket to secure the pheromone septum.



Photos by CDFA

The trap consists of four parts: trap body, insert, septum, and trap hanger.

ATTRACTANT: A mixture of (E)-11-tetradecenyl acetate (96%) and (9E, 11E)-9, 11-tetradecadienyl acetate (4%).

DETECTION TRAPPING SEASON:

Counties that are not part of the contiguous LBAM regulated area, normally manage year-round detection trapping programs - continue with 14-day service intervals. Currently these are:

Los Angeles
San Diego

Orange
Santa Barbara

Riverside
Ventura

San Bernardino

Counties that are not part of the contiguous LBAM regulated area, and do not trap year-round - all trapping will be conducted during the normal detection trapping season with 14-day service intervals. Currently these are:

Amador
El Dorado
Kings
Mendocino
San Luis Obispo
Tehama

Butte
Fresno
Lake
Merced
Shasta
Tulare

Calaveras
Glenn
Madera
Nevada
Stanislaus
Tuolumne

Colusa
Kern
Mariposa
Placer
Sutter
Yuba

Counties that are partially within the contiguous LBAM State regulated area will trap in the portion of the county that is outside the contiguous LBAM regulated area boundaries (includes detection trapping in areas outside of the contiguous regulated area) during the normal detection trapping season. These currently are:

Alameda
Napa
Santa Clara

Contra Costa
Sacramento
Solano

Marin
San Benito
Sonoma

Monterey
San Joaquin
Yolo

Counties that are completely within the LBAM regulated area and surrounded by partially infested counties, will not include LBAM trapping in the normal detection trapping season. These currently are:

Revised 03-12-2019

San Francisco

San Mateo

Santa Cruz

Counties where LBAM trapping is not biologically warranted will not include LBAM trapping in the normal detection trapping season. These currently are:

Alpine

Del Norte

Humboldt

Imperial

Inyo

Lassen

Modoc

Mono

Plumas

Siskiyou

Sierra

Trinity

DETECTION TRAP DENSITY: Statewide, outside of a regulated area - Use up to five traps per square mile piggybacked onto existing trap sites. Existing trap sites would generally be Mediterranean fruit fly (Medfly) or glassy-winged sharpshooter (GWSS) locations. However, other trap sites may be utilized if Medfly or GWSS sites are not available.

CROPLAND TRAP DENSITY: Federally Regulated County, outside of a regulated area - Trapping for LBAM must occur on each premises or farm in an LBAM area that ships regulated articles interstate in areas 1.5 miles or more from a LBAM detection site. Trapping for LBAM must occur at a trapping density of one trap per square mile in cropland areas.

INSPECTION FREQUENCY:

Detection Trapping – Once every 14 days

Nursery and Cropland Trapping – Once every 30 days.

Delimitation Survey:

All Counties*

When a confirmed LBAM is trapped outside the regulated area, pheromone baited Jackson traps may be placed uniformly over a four-square mile area with twenty-five traps placed in each of the square miles. A total of 100 traps will be deployed. All traps should be placed within 72 hours and inspected once within the first seven days. Traps should be serviced every 14 days thereafter for a period equal to two generations beyond the date of the last LBAM detection. This period is determined by a temperature-dependent developmental model maintained by the LBAM program personnel in Sacramento.

* For the counties listed below, all of the above applies with the following exception. If LBAM delimitation traps are deployed for a single adult, the full array of required traps will only be maintained from April 1-Oct 31. The find site must be trapped during the full delimitation period at 14-day servicing intervals. This difference is based on LBAM biology.

Amador
Mariposa

Calaveras
Mendocino

El Dorado
Nevada

Lake
Tuolumne

HOSTS: The moth has a wide-range of unrelated hosts including: apple, pear, peach, apricot, blackberry, raspberry, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine, and eucalyptus.

SELECTION OF TRAPPING SITES: Deploy detection and nursery traps onto any existing trapping site. Cropland traps are generally not piggybacked. Piggybacking traps in this manner will allow for rapid deployment, efficient servicing, and reduce program expenses. Ideally, the trap should be placed at least 10 feet from any existing trap. However, piggybacking traps takes priority over the 10-foot separation.

HANGING THE TRAP: Assemble the trap by first writing the trap number and date of deployment on both the trap body and the sticky insert. Trap numbers for this pest will include the identifying letters "LB" (in place of "MF", "OF", "ML", etc.). The trap body is then opened; the bottom is pushed upward and firm pressure is applied laterally. THIS

IS IMPORTANT! When pressure is released, the trap bottom will remain flat. The sticky insert is slid into place. It will fit tightly, if properly done. Tear open the septum package and slide the lure onto the insert without touching the lure or the inside of the package with your fingers. Forceps or tweezers may be used for septum placement if necessary. The lure is placed directly onto the center of the sticky insert on its side, use a Medfly lure basket to secure the pheromone septum in windy areas (DO NOT BLOCK THE OPENING OF THE SEPTUM WITH STICKUM!). The trap may be placed in any host tree that fits the following placement criteria – in the upper 1/3 to 1/2 of the tree canopy, and 1/3 to 2/3 the distance from the trunk to the outer edge of the foliage. It is important that neither end of the trap is blocked by foliage. The presence or absence of ripe fruit is not a factor in hanging the trap. Shade is not as critical for this trap as for the fly traps.

TRAP INSPECTION AND SERVICING: When inspecting traps, the following steps should be taken:

1. Remove the trap from the tree.
2. Pull out insert and examine entire area of stickum.
3. Remove leaves and debris from stickum as moths could be beneath these objects. Be certain that the sticky surface is not rendered less effective by dust or debris. The stickum must remain optimally sticky to capture moths.
4. If no moths are found, replace insert, date trap, and rebait, if necessary, according to the recommended baiting interval and suggested handling techniques.
5. Change inserts every month or more often as needed. Always change the trap body, insert and lure when relocating the trap. Mark with the new trap number and current date, make sure to note this on the insert as well.
6. Replace lure according to the schedule below. Avoid contamination when handling lures or lure packages. Use forceps if necessary for placement of septum on to insert.
7. Trap bodies eventually lose their shape, become filled with trap servicing data, or otherwise deteriorate. When this occurs, they should be replaced.

COLLECTION AND SUBMISSION OF SAMPLES: The entire trap insert, containing the suspect moth, should be collected for supervisory review. Specimens submitted to Sacramento within 24 hours after a supervisor deems it to be necessary. Specimens should be cut from the stick insert and placed in a dry vial for submission. Send the specimen to Sacramento via overnight delivery with a Standard Form 65-020, "Pest and Damage Record" (PDR). Be sure the identification slip and the outside of the package are marked "RUSH". Include the trap number in the "Remarks" section of the PDR Form.

BAITING INTERVAL: Change the septum every six weeks or sooner if temperature is above 95 degrees F for a period of time.

TRAP RELOCATION: Relocate the trap on the same relocation interval as the trap with which it is piggybacked. If this trap is not being piggy-backed, relocation is not necessary unless host is removed and no other suitable host is available.

COUNTY	COUNTY DEPARTMENT OF AGRICULTURE Light Brown Apple Moth Trapping Invoice State Fiscal Year 2019-2020 Agreement Number: Invoice Month: Piggybacked Detection Trapping

Rev. March 2019

A. REMITTANCE ADDRESS

COUNTY
STREET
CITY, STATE, ZIP CODE
CONTACT PERSON

B. PERSONNEL

DETECTION

Detection Trapper(s)	TIME FACTOR	TRAPS	SERVICINGS	HOURS
1	0.05			0
2	0.05			0
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

Detection Salaries	HOURLY RATE w/o BENEFITS	HOURS	SALARY
1 0		0	\$0.00
2 0		0	\$0.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
Subtotal:			\$0.00

Detection Staff Benefits	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 0	0.0000%	\$0.00	\$0.00
2 0	0.0000%	\$0.00	\$0.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
Subtotal:			\$0.00

DETECTION STAFF SUBTOTAL: \$0.00

NON-DETECTION

Non-Detection Staff	HOURS/DAY	TOTAL WORK DAYS	HOURS
1			0
2			0
3			0
4			0
5			0
6			0
7			0
8			0
9			0
10			0

Non-Detection Salaries

1 0
2 0
3 0
4 0
5 0
6 0
7 0
8 0
9 0
10 0

HOURLY RATE

w/o BENEFITS

HOURS**SALARY**

	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00

Subtotal:

\$0.00

Non-Detection Staff Benefits

1 0
2 0
3 0
4 0
5 0
6 0
7 0
8 0
9 0
10 0

BENEFIT

RATE (%)

SALARY**BENEFIT**

COST

0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00

Subtotal:

\$0.00

NON-DETECTION STAFF SUBTOTAL:

\$0.00

0 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$0.00	\$0.00	\$0.00

Detection: \$0.00

Non-Detection: \$0.00

Overhead: \$0.00

TOTAL PERSONNEL COST : \$0.00

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

a.
b.
c.
d.

Cost

\$0.00
\$0.00
\$0.00
\$0.00

TOTAL SUPPLY COST:

\$0.00

D. VEHICLE OPERATIONS (non-detection related)

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	\$0.58	\$0.00

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

State Fiscal Year 2019-2020 LBAM Trapping Invoice Total Cost:****\$0.00******Any variances are due to rounding to the whole dollar.****COMMENTS:**

LBAM Detection/Nursery/Cropland Trapping Survey Report
Date _____

[illegible]

Select one and put an X in the box next to each grid number

[illegible]

Lake	COUNTY DEPARTMENT OF AGRICULTURE Light Brown Apple Moth Work Plan State Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) Piggybacked Detection Trapping

Rev. March 2019

A. CONTACT INFORMATION

Lake County Department of Agriculture
883 Lakeport Blvd
Lakeport, CA 95453
Katherine Vanderwall

B. PERSONNEL

DETECTION

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	<u>TRAPS</u>	<u>SERVICINGS</u>	<u>HOURS</u>
1 Extra Help	0.05	48	13	31
2 Extra Help	0.05	48	13	31
3 Agricultural Biologist I	0.05	6	13	4
4 Agricultural Biologist II	0.05	6	13	4
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 Extra Help	\$14.43	31	\$447.00
2 Extra Help	\$14.43	31	\$447.00
3 Agricultural Biologist I	\$18.42	4	\$74.00
4 Agricultural Biologist II	\$20.13	4	\$81.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
Subtotal:			\$1,049.00

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> <u>RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1 Extra Help	3.0000%	\$447.00	\$13.00
2 Extra Help	3.0000%	\$447.00	\$13.00
3 Agricultural Biologist I	62.0000%	\$74.00	\$46.00
4 Agricultural Biologist II	59.0000%	\$81.00	\$48.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
Subtotal:			\$120.00

DETECTION STAFF SUBTOTAL: \$1,169.00

NON-DETECTION

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> <u>DAYS</u>	<u>HOURS</u>
1 Deputy Agricultural Commissioner	1.00	12.00	12
2 Agricultural Biologist III	1.00	3.00	3
3 Secretary II	0.50	6.00	3
4			0
5			0
6			0
7			0
8			0
9			0
10			0

