

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**19-0737-008-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: October 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$8,762.00

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  
Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 2 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 Award Identification Number:                             | AP20PPQFO000C010                                                  |
| Federal Award Date:                                              | February 10, 2020                                                 |
| Catalog of Federal Domestic Assistance Number (CFDA) and Name:   | 10.025<br>Plant and Animal Disease, Pest Control, and Animal Care |
| Amount Awarded to CDFA:                                          | \$12,144,701.00                                                   |
| Effective Dates for CDFA:                                        | October 1, 2019 through September 30, 2020                        |
| Federal Award to State Agency is Research & Development (Yes/No) | No                                                                |

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The county shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

Project Title: Asian Citrus Psyllid Winter Detection Trapping

2. The Managers for this Agreement are:

| <b>FOR CDFA:</b>                                    | <b>FOR RECIPIENT:</b>                        |
|-----------------------------------------------------|----------------------------------------------|
| Name: Amelia Hicks                                  | Name: Steve Hajik                            |
| Division/Branch: Citrus Pest and Disease Prevention | Organization: COUNTY OF LAKE                 |
| Address: 2800 Gateway Oaks Drives                   | Address: 883 Lakeport Boulevard              |
| City/State/Zip: Sacramento, CA 95833                | City/State/Zip: Lakeport, CA 95453           |
| Phone: 916-704-5340                                 | Phone: 707-263-0217                          |
| Email Address: amelia.hicks@cdfa.ca.gov             | Email Address: steven.hajik@lakecountyca.gov |

3. The Grant Administrative Contacts for this Agreement are:

| <b>FOR CDFA:</b>                                    | <b>FOR RECIPIENT:</b> |
|-----------------------------------------------------|-----------------------|
| Name: Preetika Pratap                               | Name:                 |
| Division/Branch: Citrus Pest and Disease Prevention | Organization:         |
| Address: 2800 Gateway Oaks Drives                   | Address:              |
| City/State/Zip: Sacramento, CA 95833                | City/State/Zip:       |
| Phone: 916-403-6630                                 | Phone:                |
| Email Address: preetika.pratap@cdfa.ca.gov          | Email Address:        |

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

|                 |
|-----------------|
| Name:           |
| Organization:   |
| Address:        |
| City/State/Zip: |
| Phone:          |
| Email Address:  |

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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 are applicable 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](mailto: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 applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

**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 Freedom of Information Act. 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.

## 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 by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.
- 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 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](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 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. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. 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**

### **AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID (ACP) WINTER DETECTION TRAPPING**

#### **Section 1**

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

- A. Provide all traps, trap parts, and handouts.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Winter Trapping Guidelines FY2019-20 (ACPWTG). The current version of the ACPWTG is included with this Agreement and the ITG is available from the CDFA Citrus Division Regional Manager.
- D. Provide annual training programs for county trapping supervisors.
- E. Provide training to trappers as needed.
- F. Provide quality control (QC) of the county trapping program via inspections.
- G. 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 at <http://www.cdfa.ca.gov/plant/peir>.

#### **Section 2**

**The County Agricultural Commissioner shall:**

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
- C. Purchase supplies such as zip lock bags, sharpie markers, paper clips, etc.
- D. Ensure that supervisors attend training provided by the CDFA State Entomologist, currently Dr. Beucke ([kyle.beucke@cdfa.ca.gov](mailto:kyle.beucke@cdfa.ca.gov)) and/or the Citrus Division Regional Manager.

- E. Ensure that all trapping activities conform to the current version of the ITG and the ACPWTG, except as noted below.
1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  2. Should there be a discrepancy between the ITG and the Scope of Work or ACPWTG, the Scope of Work or ACPWTG shall supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223).
- G. Place traps at the beginning of the season, start date of November 1, 2019. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, April 30, 2020. Traps may be left in place if those trap sites are going to be used as glassy-winged sharpshooter traps starting in May 2020.
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at <http://maps.cdfa.ca.gov/TrapBooks>.
1. The naming convention for the STG 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 EV241-18-ACP1 is in grid EV241, subgrid 18, trap type is ACP, and it is designated as number "1" ACP trap within that subgrid.
  2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement and servicing dates, as appropriate. Requirements for ACP traps are as follows.
    - a. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note any additional servicing dates on outside non-sticky margins.
- I. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated.

- J. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPWTG for guidance), from November 1, 2019 through April 30, 2020, unless determined otherwise by the Citrus Division Regional Manager.
- K. Ensure that all traps removed from the field are sent to the CDFA Screening Facility located in Visalia, California as detailed in the ACPWTG.

CDFA Screening Facility  
345 E. Tulare Street, Suite M  
Visalia, CA 93277  
Attention: Elizabeth Zavala  
Phone: 559-636-7410

- L. Participate in new delimitation activities if requested to do so by the CDFA.
- M. 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 partially-completed Attachment 1 - Tiering Strategy Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division Regional Manager. A blank 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>. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the Project Leader and emailed to the Citrus Division County Contracts Coordinator, currently Preetika Pratap([preetika.pratap@cdfa.ca.gov](mailto:preetika.pratap@cdfa.ca.gov)), to signify that the PEIR requirements were implemented.
- N. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the Citrus Division Regional Manager or designee conducting the QC inspection. All DTS forms must be kept on file, for review by the CDFA Audits Office, for three years. This form is available from the Citrus Division Regional Manager.
- O. Complete a monthly Pest Detection Report Number One (Form 66-035), 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 Citrus Division Regional Manager.

- P. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record, and shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation and removal.
- Q. 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 inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Maintain county wall maps with numbered square miles grids based upon the STG, depicting the density of all currently deployed traps.
- S. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.
- T. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.
- U. Submit suspect ACP samples to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California via the most expeditious method, not later than 24-hours after the initial identification. See **Submitting Specimens for Identification** in the ACPWTG.

Plant Pest Diagnostics Center  
3294 Meadowview Road  
Sacramento, CA 95832  
Phone: 916-262-1100

- V. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- W. 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.
- X. Submit invoices along with the Report Number One monthly by postal mail or e-mail to the Citrus Division County Contracts Coordinator:

Preetika Pratap  
CDFA, Citrus Division  
1220 N Street  
Sacramento, CA 95814  
[preetika.pratap@cdfa.ca.gov](mailto:preetika.pratap@cdfa.ca.gov)

1. 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.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.
3. 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.
4. A sample invoice is included with this Agreement and is available from the Citrus Division Regional Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number
  - g. Billing period
  - h. Allowable itemized charges as listed on the Financial Plan:
    - i. 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.
    - ii. Vehicle 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.

5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in items three and four above.
6. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.
7. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.
  - a. Invoices with a signature block must be signed and the original mailed to the Citrus Division County Contracts Coordinator, as listed in item X.
8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of the invoice.
9. Please note that CDFA cannot reimburse for more than the total Agreement amount.



**Asian Citrus Psyllid Winter Trapping Guidelines (ACPWTG)**  
**Fiscal Years 2019-20 and 2020-21**

1. Trapping Season - Conduct trapping from November 1, 2019 through April 30, 2020.
2. Trapping Locations
  - a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
  - b. 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 CDFA Citrus Division Regional Manager prior to placement of these traps for approval.
  - c. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the CDFA Citrus Division Regional Manager.
3. Trap Density - Traps shall be placed at five traps per square mile.
4. Inspection Frequency - Inspect and remove traps monthly for screening (see item 14 below for screening procedure).
5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.
6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.
7. 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.**
8. Trap Numbering
  - a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
  - b. Write the trap number, date of deployment, and trapper's initials on an interior non-sticky side of the trap body. It is easiest to do this before the trap is opened for deployment. Note any additional servicing dates on outside non-sticky margins.

9. Trap Assembly - 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).
10. Trap Placement and Global Positioning System (GPS)
  - a. Follow the parameters for ACP trap placement in the ITG.
  - b. All sites trapped must be GPS'd using North American Datum of 1983 (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 GPS reading on the trap data card. New GPS points must be recorded when traps are relocated.
11. Baiting Interval - Not applicable.
12. Trap Relocation - Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.
  - a. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or the CDFA Screening Facility (see item 14 below for screening procedure). GPS the new site and document the new GPS coordinates on the trap card.
13. Trap Replacement
  - a. Replace traps monthly or with each relocation.
  - b. 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).
14. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**
  - a. CDFA maintains a screening facility in Visalia, California (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
  - b. Boxes sent to Visalia must have the county written on the outside of the box to allow the screening facility 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 an electronic Pest and Damage Record (e-PDR).

- c. Visalia address and contact information:

CDFA Screening Facility  
345 E. Tulare Street, Suite M  
Visalia, CA 93277  
Attention: Elizabeth Zavala  
Phone: 559-636-7410

- d. Alternately, counties may instead elect to have a qualified county staff member perform the screening, with pre-approval from the CDFA Citrus Division Regional Manager.

15: Submitting Specimens for Identification

- a. 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.
- b. Immediately contact the CDFA Citrus Division Regional Manager.
- c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer than 24-hours.

Plant Pest Diagnostics Center  
3294 Meadowview Road  
Sacramento, CA 95832  
Phone: 916-262-1100

- d. 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!
- e. All suspect specimens should be submitted along with Form 65-020, the 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.
- f. Notify the Citrus Division Regional Manager and the State Entomologist, currently Dr. Beucke at [kyle.beucke@cdfa.ca.gov](mailto:kyle.beucke@cdfa.ca.gov) prior to sending the suspect specimens, so they can notify the PPDC that specimen are on the way. Include the e-PDR number in this communication.

Green = fillable cells to be completed by the County.  
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

| Trap Type | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ACP       |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |
|           |     |     |     |     |     |     |     |     |     |     |     |     |

weekly servicings

biweekly servicings

monthly servicings (place or remove)

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A.

A = Servicings/year/trap - calculated electronically.  
B = Average # of traps serviced per hour - figure entered by person completing work sheet.  
C = Hours/year - calculated electronically.  
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

## Servicings per Year Table

|       | Weekly | Bi-weekly | 1x / month |
|-------|--------|-----------|------------|
| 1 mo  | 4.33   | 2.17      | 1.00       |
| 2 mo  | 8.67   | 4.33      | 2.00       |
| 3 mo  | 13.00  | 6.50      | 3.00       |
| 4 mo  | 17.33  | 8.67      | 4.00       |
| 5 mo  | 21.67  | 10.83     | 5.00       |
| 6 mo  | 26.00  | 13.00     | 6.00       |
| 7 mo  | 30.33  | 15.17     | 7.00       |
| 8 mo  | 34.67  | 17.33     | 8.00       |
| 9 mo  | 39.00  | 19.50     | 9.00       |
| 10 mo | 43.33  | 21.67     | 10.00      |
| 11 mo | 47.67  | 23.83     | 11.00      |
| 12 mo | 52.00  | 26.00     | 12.00      |

Formula: Number of months divided by twelve (= fraction of year), multiplied by the number of weeks in a year, divided by the servicing interval (i.e., 52/2 = biweekly servicing).

For example: 8-month/biweekly =  $8/12 = .66 \times 52 = 34.66/2 = 17.33$ .

## Attachment 1 - Tiering Strategy Checklist

|                                                                                           |                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Start Date:                                                                               | October 1, 2019                                                                                                                                                                                                             |
| Project Leader:                                                                           | PROJECT LEADER NAME                                                                                                                                                                                                         |
| 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<br>(Residential, agriculture, mixed use, other regulated entities): | Asian citrus psyllid trapping is conducted within the whole of COUNTY NAME 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      | Detect Asian citrus psyllid                                                   |
| Is the activity described in the PEIR?            | Yes      | (If the Response is "Partially" or "No" skip to Part C)<br>PEIR section 3.4.1 |

### Part B

|                                                                                                                                                                             |                      | Check<br>Applicable<br>Requirements |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------|
| <b>General Requirements</b>                                                                                                                                                 |                      |                                     |
| Conduct activity as described in Chapters 2 and 3 of PEIR                                                                                                                   |                      | ✓                                   |
| Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine |                      |                                     |
| <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<br>Applicable<br>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)                                            |
| Step 2                                                                                                                                                                                                                   |     | Attach supporting documentation for determination, and CEQA Addendum, as applicable  |
| Step 3                                                                                                                                                                                                                   |     | 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.



**COUNTY DEPARTMENT OF AGRICULTURE**  
**FY 2019-20 Asian Citrus Psyllid Winter Trapping**

**INVOICE**

10/2019

Green = fillable cells to be completed by the County  
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!  
 Orange = instructions.

Invoice Number:  
 Date:  
 Agreement Number:  
 Billing Period:

**A. PERSONNEL**

| <u>SALARY - Detection Trappers</u> |                      |              |                         |                                     |             |
|------------------------------------|----------------------|--------------|-------------------------|-------------------------------------|-------------|
|                                    | <u>Employee Name</u> | <u>Title</u> | <u>HOURS</u>            | <u>HOURLY RATE<br/>w/o BENEFITS</u> | <u>COST</u> |
| 1                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 2                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 3                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 4                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 5                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 6                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 7                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 8                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 9                                  |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 10                                 |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 11                                 |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 12                                 |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 13                                 |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 14                                 |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 15                                 |                      |              | 0.00                    | \$0.00                              | \$0.00      |
|                                    |                      |              | <b>SALARY SUBTOTAL:</b> |                                     | \$0.00      |

  

|    | <u>BENEFITS</u> | <u>BENEFIT RATE %</u>    | <u>SALARY</u> | <u>BENEFIT COST</u> |
|----|-----------------|--------------------------|---------------|---------------------|
| 1  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 2  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 3  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 4  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 5  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 6  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 7  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 8  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 9  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 10 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 11 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 12 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 13 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 14 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 15 |                 | 0.0000%                  | \$0.00        | \$0.00              |
|    |                 | <b>BENEFIT SUBTOTAL:</b> |               | \$0.00              |

  

| <u>SALARY - Non-Detection</u> |                      |              |                         |                                     |             |
|-------------------------------|----------------------|--------------|-------------------------|-------------------------------------|-------------|
|                               | <u>Employee Name</u> | <u>Title</u> | <u>HOURS</u>            | <u>HOURLY RATE<br/>w/o BENEFITS</u> | <u>COST</u> |
| 1                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 2                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 3                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 4                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 5                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 6                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 7                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 8                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 9                             |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 10                            |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 11                            |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 12                            |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 13                            |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 14                            |                      |              | 0.00                    | \$0.00                              | \$0.00      |
| 15                            |                      |              | 0.00                    | \$0.00                              | \$0.00      |
|                               |                      |              | <b>SALARY SUBTOTAL:</b> |                                     | \$0.00      |

  

|    | <u>BENEFITS</u> | <u>BENEFIT RATE %</u>    | <u>SALARY</u> | <u>BENEFIT COST</u> |
|----|-----------------|--------------------------|---------------|---------------------|
| 1  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 2  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 3  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 4  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 5  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 6  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 7  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 8  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 9  |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 10 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 11 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 12 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 13 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 14 |                 | 0.0000%                  | \$0.00        | \$0.00              |
| 15 |                 | 0.0000%                  | \$0.00        | \$0.00              |
|    |                 | <b>BENEFIT SUBTOTAL:</b> |               | \$0.00              |

  

| <u>SALARIES</u> | <u>BENEFITS</u> | <u>OVERHEAD COST*</u> |
|-----------------|-----------------|-----------------------|
|                 |                 |                       |

|                                   |        |        |        |
|-----------------------------------|--------|--------|--------|
| 25 % Overhead (Not to exceed 25%) | \$0.00 | \$0.00 | \$0.00 |
|-----------------------------------|--------|--------|--------|

|                       |        |
|-----------------------|--------|
| TOTAL PERSONNEL COST: | \$0.00 |
|-----------------------|--------|

| B. SUPPLIES (Itemized such as: trapping poles, office supplies, etc.) |  |  | COST   |
|-----------------------------------------------------------------------|--|--|--------|
| Description                                                           |  |  |        |
| 1                                                                     |  |  | \$0.00 |
| 2                                                                     |  |  | \$0.00 |
| 3                                                                     |  |  | \$0.00 |
| 4                                                                     |  |  | \$0.00 |
| TOTAL SUPPLY COST:                                                    |  |  | \$0.00 |

| C. SUBCONTRACTOR          |  | TITLE | HOURLY RATE | HOURS | COST   |
|---------------------------|--|-------|-------------|-------|--------|
| 1                         |  |       |             |       | \$0.00 |
| 2                         |  |       |             |       | \$0.00 |
| 3                         |  |       |             |       | \$0.00 |
| 4                         |  |       |             |       | \$0.00 |
| TOTAL SUBCONTRACTOR COST: |  |       |             |       | \$0.00 |

| D. VEHICLE OPERATIONS          |                            |  | MILEAGE PER MONTH | RATE*   | COST   |
|--------------------------------|----------------------------|--|-------------------|---------|--------|
| LICENSE #                      | OWNED BY (County or State) |  |                   |         |        |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
|                                |                            |  | 0.00              | \$0.000 | \$0.00 |
| STATE/COUNTY VEHICLE SUBTOTAL: |                            |  |                   |         | \$0.00 |

\* Mileage rates: County vehicle = Not to exceed \$0.58 per mile. 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-owned vehicle = \$0.286 per mile.

| LICENSE #                  | LEASED | LEASE RATE | MILEAGE PER MONTH | RATE*   | COST   |
|----------------------------|--------|------------|-------------------|---------|--------|
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
|                            |        | \$0.00     | 0.00              | \$0.285 | \$0.00 |
| LEASED VEHICLE SUBTOTAL:   |        |            |                   |         | \$0.00 |
| TOTAL TRANSPORTATION COST: |        |            |                   |         | \$0.00 |

| E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services) |  |  | COST   |
|---------------------------------------------------------------|--|--|--------|
| Description                                                   |  |  |        |
| 1                                                             |  |  | \$0.00 |
| 2                                                             |  |  | \$0.00 |
| 3                                                             |  |  | \$0.00 |
| 4                                                             |  |  | \$0.00 |
| TOTAL SUPPLY COST:                                            |  |  | \$0.00 |

|                        |        |
|------------------------|--------|
| TOTAL MONTHLY INVOICE: | \$0.00 |
|------------------------|--------|

COMMENTS:  
Remit payment to:



|           |        |      |        |
|-----------|--------|------|--------|
| 7         | \$0.00 | 0.00 | \$0.00 |
| 8         | \$0.00 | 0.00 | \$0.00 |
| 9         | \$0.00 | 0.00 | \$0.00 |
| 10        | \$0.00 | 0.00 | \$0.00 |
| Subtotal: |        |      | \$0.00 |

6. BENEFITS - Non-Detection Staff

|           | BENEFIT<br>RATE (%) | SALARY | BENEFIT<br>COST |
|-----------|---------------------|--------|-----------------|
| 1         | 0.0000%             | \$0.00 | \$0.00          |
| 2         | 0.0000%             | \$0.00 | \$0.00          |
| 3         | 0.0000%             | \$0.00 | \$0.00          |
| 4         | 0.0000%             | \$0.00 | \$0.00          |
| 5         | 0.0000%             | \$0.00 | \$0.00          |
| 6         | 0.0000%             | \$0.00 | \$0.00          |
| 7         | 0.0000%             | \$0.00 | \$0.00          |
| 8         | 0.0000%             | \$0.00 | \$0.00          |
| 9         | 0.0000%             | \$0.00 | \$0.00          |
| 10        | 0.0000%             | \$0.00 | \$0.00          |
| Subtotal: |                     |        | \$0.00          |

NON-DETECTION STAFF SUBTOTAL: \$0.00

0.00 % Overhead (Not to exceed 25%)

| SALARIES              | BENEFITS | OVERHEAD<br>COST |
|-----------------------|----------|------------------|
| \$0.00                | \$0.00   | \$0.00           |
| TOTAL PERSONNEL COST: |          | \$0.00           |

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

| <u>Description</u> |  | <u>COST</u> |
|--------------------|--|-------------|
| 1                  |  | \$0.00      |
| 2                  |  | \$0.00      |
| 3                  |  | \$0.00      |
| 4                  |  | \$0.00      |
| TOTAL SUPPLY COST: |  | \$0.00      |

C. SUBCONTRACTOR

TITLE

| HOURLY RATE               | HOURS | COST   |
|---------------------------|-------|--------|
|                           |       | \$0.00 |
|                           |       | \$0.00 |
|                           |       | \$0.00 |
|                           |       | \$0.00 |
| TOTAL SUBCONTRACTOR COST: |       | \$0.00 |

D. VEHICLE OPERATIONS

| COUNTY VEHICLES              |                   | NO. OF<br>USAGE<br>MONTHS | MILEAGE<br>PER VEHICLE<br>PER MONTH | COST<br>PER<br>MILE* | COST   |
|------------------------------|-------------------|---------------------------|-------------------------------------|----------------------|--------|
| 0.00                         |                   | 0.00                      | 0.00                                | \$0.580              | \$0.00 |
| STATE VEHICLES               |                   | NO. OF<br>USAGE<br>MONTHS | MILEAGE<br>PER VEHICLE<br>PER MONTH | COST<br>PER<br>MILE* | COST   |
| 0.00                         |                   | 0.00                      | 0.00                                | \$0.285              | \$0.00 |
| NO. OF<br>LEASED<br>VEHICLES | COST PER<br>MONTH | NO. OF<br>USAGE<br>MONTHS | MILEAGE<br>PER VEHICLE<br>PER MONTH | COST<br>PER<br>MILE* | COST   |
| 0.00                         | 0.00              | 0.00                      | 0.00                                | \$0.285              | \$0.00 |
| VEHICLE COST TOTAL:          |                   |                           |                                     |                      | \$0.00 |

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

| Description        |  | COST   |
|--------------------|--|--------|
| 1                  |  | \$0.00 |
| 2                  |  | \$0.00 |
| 3                  |  | \$0.00 |
| 4                  |  | \$0.00 |
| TOTAL SUPPLY COST: |  | \$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.

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

COMMENTS:

FY 2019-20 ACP Winter Trapping Cost: \$0.00



|        |      |        |
|--------|------|--------|
| \$0.00 | 0.00 | \$0.00 |
| \$0.00 | 0.00 | \$0.00 |
| \$0.00 | 0.00 | \$0.00 |
| \$0.00 | 0.00 | \$0.00 |

## 6. BENEFITS - Non-Detection Staff

| BENEFIT<br>RATE (%) | SALARY   | BENEFIT<br>COST |
|---------------------|----------|-----------------|
| 44.0000%            | \$427.00 | \$186.00        |
| 67.0000%            | \$49.00  | \$33.00         |
| 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:           |          | \$221.00        |

25.00 % Overhead (Not to exceed 25%)

| SALARIES               | BENEFITS   | OVERHEAD<br>COST |
|------------------------|------------|------------------|
| \$4,033.00             | \$2,177.00 | \$1,553.00       |
| TOTAL PERSONNEL COST : |            | \$7,763.00       |

**Description**

|   |                           |               |
|---|---------------------------|---------------|
| 1 |                           | \$0.00        |
| 2 |                           | \$0.00        |
| 3 |                           | \$0.00        |
| 4 |                           | \$0.00        |
|   | <b>TOTAL SUPPLY COST:</b> | <b>\$0.00</b> |

**TITLE**

|   |                                  |               |
|---|----------------------------------|---------------|
| 1 |                                  | \$0.00        |
| 2 |                                  | \$0.00        |
| 3 |                                  | \$0.00        |
| 4 |                                  | \$0.00        |
|   | <b>TOTAL SUBCONTRACTOR COST:</b> | <b>\$0.00</b> |

| COUNTY<br>VEHICLES               | NO. OF<br>USAGE<br>MONTHS | MILEAGE<br>PER VEHICLE<br>PER MONTH | COST<br>PER<br>MILE* | COST     |
|----------------------------------|---------------------------|-------------------------------------|----------------------|----------|
| 2.00                             | 6.00                      | 122.00                              | \$0.580              | \$849.00 |
| STATE<br>VEHICLES                | NO. OF<br>USAGE<br>MONTHS | MILEAGE<br>PER VEHICLE<br>PER MONTH | COST<br>PER<br>MILE* | COST     |
| 0.00                             | 0.00                      | 0.00                                | \$0.285              | \$0.00   |
| F<br>D<br>S<br>COST PER<br>MONTH | NO. OF<br>USAGE<br>MONTHS | MILEAGE<br>PER VEHICLE<br>PER MONTH | COST<br>PER<br>MILE* | COST     |
| 0.00                             | 0.00                      | 0.00                                | \$0.285              | \$0.00   |
| VEHICLE COST TOTAL:              |                           |                                     |                      | \$849.00 |

### Description

| DESCRIPTION               | COST            |
|---------------------------|-----------------|
| 1 Shipping Costs          | \$150.00        |
| 2                         | \$0.00          |
| 3                         | \$0.00          |
| 4                         | \$0.00          |
| <b>TOTAL SUPPLY COST:</b> | <b>\$150.00</b> |

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

|                                      |            |
|--------------------------------------|------------|
| FY 2019-20 ACP Winter Trapping Cost: | \$8,762.00 |
|--------------------------------------|------------|

COMMENTS: