

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

180 A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**

December 14, 2010

**SUBJECT:** USDA Cooperative Agreement No. 11-8500-0652-CA Providing for Glassy-Winged Sharpshooter Treatments in the Coachella Valley and Temecula Valley.

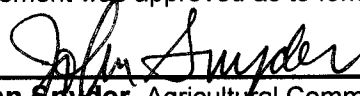
**RECOMMENDED MOTION:** That the Board:

- 1) Approve USDA Cooperative Agreement No. 11-8500-0652-CA in the amount of \$400,000.00; and
- 2) Authorize the chairman to sign the agreement.

**BACKGROUND:** Agricultural production in the Coachella Valley and Temecula Valley contributes an estimated \$1.3 billion to the local and regional economy. Among the rich and varied assortment of agricultural commodities produced in the Coachella Valley and Temecula Valley, table grapes and wine grapes alone represent approximately 15% of this economic contribution, with about 11,200 planted acres.

Unfortunately, Pierce's Disease, a bacterial disease that is fatal to grapevines, has been detected on a limited basis in Coachella Valley and Temecula Valley vineyards. The presence of Pierce's Disease, in combination with the growing incidence of an efficient insect vector called the Glassy-Winged Sharpshooter, present a serious threat to the continued viability of table grape and wine grape farming in Riverside County.

This agreement represents the ninth year of federal funding and provides \$400,000.00 to reimburse participating pest control operators and growers for costs associated with the treatment of specific, high risk citrus groves. The Agricultural Commissioner will administer the reimbursements via a temporary "pass through" account established with the assistance of the Auditor Controller's Office. This agreement was approved as to form by County Counsel.

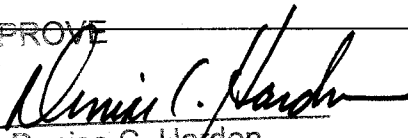
  
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**John Snyder**, Agricultural Commissioner/  
 Sealer of Weights and Measures

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> United States Department of Agriculture	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Denise C. Harden

**County Executive Office Signature**

Policy  
 Policy

Consent  
 Consent

Dept't Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** 12/15/2009 Item 3.10 | **District:** III & IV | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.13**

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 12/14/10  
 Departmental Concurrence

## **FY 11 Changes to Notice of Award**

### **ARTICLE 4 – COOPERATOR RESPONSIBILITIES**

Updated to reflect the form number for the Federal Financial Report.

Updated to address working with APHIS' Program Unit Information Systems Security Managers.

No longer includes the Dun and Bradstreet paragraph.

### **ARTICLE 5 – APHIS RESPONSIBILITIES**

Now reflects the ADODR acronym.

Reflects the new language relating to de-obligation of unobligated balances.

### **ARTICLE 6 – DATA SHARING AND RESPONSIBILITIES**

Reflects new language requested by Plant Protection and Quarantine to be inserted in all of their agreements. Required Article.

### **ARTICLE 7 – CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

Reflects new data language relating to the Central Contractor Registration and Universal Identifier requirements mandated under Title 2 CFR Part 25, "Financial Assistance Use of Universal Identifier and Central Contractor Registry". This language will also pertain to prior year's agreements when amendments are made in certain circumstances such as to change scope or increase funding .

### **ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

Added to reflect new language for reporting sub-awards and executive compensation as mandated under Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation".

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CONTINUATION  
TO THE  
NOTICE OF COOPERATIVE AGREEMENT AWARD  
BETWEEN THE  
COUNTY OF RIVERSIDE (COOPERATOR)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
PLANT PROTECTION AND QUARANTINE (APHIS)

Under the provisions of Article 20, Notice of Cooperative Agreement Award No. 10-8500-0652-CA is hereby continued for Federal Fiscal Year 2011. All terms and conditions of this Agreement are presented below.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for Glassy-winged Sharpshooter.

ARTICLE 2 - AUTHORITIES

Under the Plant Protection Act, as amended, (7 USC §§ 7701 et. seq.) (PPA), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. A mutually satisfactory annual Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.

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b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.

c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

d. APHIS will provide, through loan, the use of APHIS owned property and equipment to be used by the cooperator if agreed upon as necessary.

e. A physical inventory of all Federally-owned equipment loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.

f. The Cooperator shall be responsible for all maintenance, repairs and liability for any Federally-owned property while on loan from APHIS.

g. Any lost, stolen, destroyed, or damaged federally owned property must be reported to the APHIS State Office, for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property (Form AD-107) or a Report of Unserviceable, Lost, or Damaged Property, (Form Ad-112).

#### ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

a. Designate in writing to APHIS the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Furnish personnel, as required, to accomplish the survey activities outlined in the Work Plan and Financial Plan.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. The Cooperator's representative designated as required in Article 4. a shall certify and submit to APHIS' Authorized Representative a semiannual accomplishment report on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. They are due no later than 30 days after the end of the second quarter and a final report is due no later than 90 days after the Agreement expires or terminates (April 30, 2011 and December 31, 2011). Any requests for an extension of time to submit the report must be justified and made in writing to APHIS' authorized

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representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

e. Submit to APHIS' authorized representative properly certified semiannual Federal Financial Report (FFR) SF-425, no later than 30 days after the end of the second quarter and a final FFR no later than 90 days after the Agreement expires or terminates (April 30, 2011 and December 31, 2011). Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 days period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.

f. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1), which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21 (g), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

i. Comply with 7 CFR 3017, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement are not debarred or suspended. Sub recipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

j. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

k. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.

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l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

m. Work with the appropriate APHIS Program Unit's Information Systems Security Manager to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

n. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non- government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

o. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 13 of this Agreement.

p. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

q. When the Federal share of total project costs as reflected in the Financial Plan is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval

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for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision. Transfers of funds among programs, function, or activities as indicated in Section B of the SF-424A, are prohibited.

r. Submit to APHIS' designated Federal official all property management and accident reports.

s. MRP Form 74, Vehicle Sharing Checklist, will be completed before and after the vehicle is shared.

t. If Federally owned or leased vehicles are loaned, then the cooperator will manage APHIS-owned or leased vehicles in accordance with the following terms and conditions and as outlined in the APHIS Motor Vehicle Fleet Management Manual:

1. Use APHIS-owned and/or leased vehicles for official Program activities only. Home-to-work transportation will not be authorized.
2. The registration for these vehicles will remain with APHIS. United States Government license plates will remain on each vehicle and only operators with a valid State driver's license, and approved to operate Program vehicles, will be authorized to operate these Federal vehicles.
3. All Federal gasoline credit cards will be surrendered to and retained by APHIS.
4. Complete an annual vehicle inspection. Each Federally-owned vehicle must be inspected by a qualified mechanic a least once a year. The Cooperator's operator should obtain the inspection, if possible, at a time when other maintenance is scheduled. Inspections may be obtained from a Government facility, an authorized dealer, or a qualified commercial garage or service station. The Cooperator's operator must provide the facility doing the inspection with an Annual Vehicle Inspection Checklist, MRP-65. The original MRP-65 is retained in the vehicle with a copy to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a)
5. Accommodate APHIS in conducting a physical inventory of all Federally owned property to include vehicles upon the date of delivery to the Program. These records will be the property of APHIS.
6. Each Program work unit will maintain proper security and control over their respective inventory of Federally-owned or leased vehicles. As well as providing off street storage facilities. Any vehicle moved from one location to another will be properly documented and reported to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a) in

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order to revise the inventory listing and/or complete an AD-107 "Report of Transfer or Other Disposition or Construction of Property," when necessary.

7. Any lost, stolen, or damaged Federally owned/leased vehicles must be reported to the Program Vehicle Fleet Manager as designated in article 5(a) for completion of the following forms; AD-107, "Report of Transfer, or other Disposition or Construction of Property," or AD-112, "Report of Unserviceable, Lost or Damaged Property."
8. Cover all operation costs of the vehicles while they are on loan.
9. Submit to the APHIS designated Federal official (Co-Director) all property management and accident reports required and/or prepared in the event of an accident. These requirements are specified in the USDA, APHIS, Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual.
10. Ensure that complete accident reporting kits are maintained in the APHIS owned/leased vehicles at all times.
11. Provide routine maintenance and repair all damages to Federally owned/leased vehicles, less normal wear and tear, except the replacement costs are reimbursable to APHIS. Safety inspection, usage, maintenance, and reporting will be subject to those requirements as stated in the USDA, APHIS Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual and as stated in the manufacturer's vehicles manuals.
  - u. Provide 30 Days notice to APHIS when Federally owned/leased vehicles will no longer be needed for use on the Program or provide 30 days temporary storage for the vehicle at a central location to be mutually agreed upon by the State and/or Foundation and APHIS pending disposition advice. All vehicles loaned to the State and/or Foundation will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs.
  - v. The value of any APHIS owned/leased vehicles (determined by APHIS Marketing and Regulatory Practices Business Services, Administrative Services Division, Property Team) should they be totally destroyed or damaged, less normal wear and tear, will be billed to the State and/or Foundation or its designated insurance company for the National Automobile Dealers Association's average retail value adjusted for use and options, upon completion of this agreement. The cost of storage and any other cost associated with the disposition of a vehicle, less salvage value, will also be adjusted.
  - w. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.
  - x. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by



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prohibiting Cooperator employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the Cooperator to implement--and to encourage its recipients, subrecipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

y. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

z. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

aa. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Cooperator

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(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

bb. Any information furnished to APHIS under this Agreement is subject to the Freedom of Information Act (5 USC 552).

## ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the Cooperator APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the Work Plan and Financial Plan.

e. Upon receipt of any final Federal Financial Report that reflects an unobligated balance of \$1,000 or more, provide written notification to the Cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator. Balances of less than \$1,000 will automatically be de-obligated by APHIS without notification.

f. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

g. Provide special training to carry out assignments, as mutually deemed necessary.

## ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited

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to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Cooperator agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Cooperator further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Cooperator is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Cooperator understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS  
 Legislative and Public Affairs  
 Freedom of Information and Privacy Act Office  
 4700 River Rd. Unit 50, Riverdale, MD 20737  
 Telephone: (301) 734-8296.

Additionally, the Cooperator agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

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## ARTICLE 7 – CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 25, “Financial Assistance Use of Universal Identifier and Central Contractor Registry” as specified below.

### a. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### b. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### c. Definitions

For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

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- Tribe;
- (a) A Governmental organization, which is a State, local government, or Indian
  - (b) A foreign public entity;
  - (c) A domestic or foreign nonprofit organization;
  - (d) A domestic or foreign for-profit organization; and
  - (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4)Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5)Subrecipient means an entity that:

- (a) Receives a subaward from you under this award; and
- (b) Is accountable to you for the use of the Federal funds provided by the subaward.

## ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation", as follows:

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

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(a) You must report each obligating action described in paragraph a.(1) of this award term to <http://www.fsrs.gov>.

(b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(a) the total Federal funding authorized to date under this award is \$25,000 or more;

(b) in the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(a) As part of your registration profile at <http://www.ccr.gov>.

(b) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

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(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(a) in the subrecipient's preceding fiscal year, the subrecipient received—

i. i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(a) To the recipient.

(b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

(2) Entity means all of the following, as defined in 2 CFR part 25:

(a) A Governmental organization, which is a State, local government, or Indian tribe;

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(b) A foreign public entity;  
(c) A domestic or foreign nonprofit organization;  
(d) A domestic or foreign for-profit organization;  
(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(3) Executive means officers, managing partners, or any other employees in management positions.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from you (the recipient) under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(a) Salary and bonus.

(b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.



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(d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(e) Above-market earnings on deferred compensation which is not tax-qualified.

(f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### ARTICLE 9 – AVAILABILITY OF FUNDING

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### ARTICLE 10 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

#### ARTICLE 11 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

#### ARTICLE 12 – APPLICABLE REGULATIONS

As a condition of this award, the Cooperator agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

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### ARTICLE 13 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

### ARTICLE 14 – PATENTS AND INVENTIONS

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

### ARTICLE 15 - COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

### ARTICLE 16 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be

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acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the Cooperator of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this Agreement.

#### ARTICLE 17 – FEDERAL VEHICLE MANAGEMENT

The Cooperator agrees to comply with the requirements of 41 CFR 101-38.301-1 (41 CFR 102-34 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The Cooperator further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally owned or leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

#### ARTICLE 18 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

#### ARTICLE 19 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this Agreement is subject to a one-

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time extension of up to 12 months to complete this project. The Cooperator must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

#### ARTICLE 20 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b(2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

#### ARTICLE 21 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

- a. **Provisions applicable to a recipient that is a private entity.**
  - 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b) Procure a commercial sex act during the period of time that the award is in effect; or
    - c) Use forced labor in the performance of the award or subawards under the award.
  - 2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
    - a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or

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- b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—
- i) Associated with performance under this award; or
  - ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.
- b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- 1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either--
    - a) Associated with performance under this award; or
    - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.
- c. **Provisions applicable to any recipient.**
- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.
  - 2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:
    - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
    - b) Is in addition to all other remedies for noncompliance that are available to use under this award.
  - 3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

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d. **Definitions.** For purposes of this award term:

1) "Employee" means either:

- a) An individual employed by your or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

b) Includes:

i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii) A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

## ARTICLE 22 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

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1. Passenger or freight service by a certified air carrier is considered “available” even though:

- a. Comparable or a different kind of service by a noncertificated air carrier costs less; or
- b. Service by a noncertificated air carrier can be paid for in excess foreign currency; or
- c. Service by a noncertificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

2. Passenger service by a certificated air carrier is considered to be “unavailable”:

- a. When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or
- b. When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or
- c. When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

#### ARTICLE 23 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$400,000 and the Cooperator’s share is \$00 for a total project cost of \$400,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective October 1, 2010, and shall continue through September 30, 2011, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

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COUNTY OF RIVERSIDE

\_\_\_\_\_  
 (Typed Name and Title) Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
 PLANT PROTECTION AND QUARANTINE

\_\_\_\_\_  
 Phillip E. Garcia Date  
 Regional Director  
 Western Regional Director, PPQ

BOC: 2551  
 Accounting Code: 116 8500 381  
 Amount: \$400,000

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* DATE: *11/15/10*  
 NEAL R. KIPNIS



**Final Work Plan**

**Riverside County Glassy-winged Sharpshooter, *Homalodisca vitripennis*, Area-Wide  
Management Program in the Coachella Valley and Temecula Valley – 2010/2011  
Agreement # 11-8500-0652-CA**

**Project Leaders:**

Nick C. Toscano, Entomologist  
Dept. of Entomology  
University of California,  
Riverside, CA 92521  
Phone (951) 827 5826  
[nick.toscano@ucr.edu](mailto:nick.toscano@ucr.edu)

Carmen Gispert, Viticulture Advisor  
University of California Cooperative Extension  
81-077 Indio Boulevard, Suite H  
Indio, CA 92201  
Phone (760) 342 6437  
[cgispert@ucdavis.edu](mailto:cgispert@ucdavis.edu)

**Operations Coordinator**

Gregory Ballmer, Staff Research Associate  
Dept. of Entomology  
University of California  
Riverside, CA 92521  
Phone (951) 827-3725  
[Gregory.ballmer@ucr.edu](mailto:Gregory.ballmer@ucr.edu)

**Cooperators:**

John Snyder  
Agricultural Commissioner  
Riverside County of Riverside  
P.O. Box 1089, Riverside, CA 92502-1089  
Phone (951) 955 3011  
[jsnyder@rivcoag.org](mailto:jsnyder@rivcoag.org)

Robert Mulherin  
Deputy Agricultural Commissioner  
Riverside County  
P.O. Box 1089, Riverside, CA 92502-1089  
Phone (951) 955 3011  
[rmulherin@rivcoag.org](mailto:rmulherin@rivcoag.org)

Coachella Valley Grape Growers

Temecula Valley Winegrape Growers

Coachella Valley Citrus Growers

Temecula Valley Citrus Growers

## **Abstract**

Riverside County has two general areas where citrus groves interface with vineyards, the Coachella Valley and the Temecula Valley. The Coachella Valley with 9,600 acres of table grapes in proximity to 9,300 acres of citrus and the Temecula Valley with 2,000 acres of wine grapes in proximity to 1,000 acres of citrus are vulnerable to Pierce's disease (PD), *Xylella fastidiosa*. The grapes in the Coachella and Temecula areas of Riverside County are in jeopardy because of the glassy-winged sharpshooter (GWSS), the vector of the PD bacterium, build up in adjacent citrus groves. Citrus is an important year around reproductive host of GWSS in Riverside County, but also one that concentrates GWSS populations over the winter months during the time that grapes and many ornamental hosts are dormant. GWSS weekly monitoring in citrus in grapes began in March 2000 in Temecula Valley and 2003 in Coachella Valley by trapping and visual inspections. Temecula Valley GWSS populations in 2008 reached levels not seen prior to the initiation of the area-wide GWSS program in 2000. Coachella Valley GWSS populations have decreased dramatically since the treatment program was initiated in 2003.

## **Introduction**

The GWSS vectors a bacterium that causes Pierce's Disease (PD). This insect and bacterium are a severe threat to California's 890,000 acres of vineyards and \$30 billion dollar industry. An area-wide GWSS management program was initiated in Temecula in 2000 to prevent this vector's spread into other California grape growing regions. In the Temecula Valley itself, the wine grape industry and its connecting tourist industry generate \$100 million of revenue for the economy of the area. GWSS/PD caused a 40% vineyard loss and almost destroyed the connecting tourist industry. The area-wide GWSS management program initiated in the spring of 2000 saved the industry from a 100% loss. Only a continuation of an area-wide GWSS management program will keep the vineyards viable in Temecula. The table grape industry in the Coachella Valley is represented by 9,600 acres of producing vines, which generate fresh market grapes valued at an average of \$110 plus million annually. The GWSS was identified in the Coachella Valley in the early 1990's. Population increases of this insect in Coachella Valley have increased the danger of PD occurrence in this area, as has occurred in similar situations in the Temecula and San Joaquin Valleys. In July 2002, the occurrence of *Xylella fastidiosa*, the PD bacterium, was found in 13 vines from 2 adjacent vineyards in the southeastern part of Coachella Valley. With this discovery, and the increasing GWSS populations, there was and is a real need to continue an area-wide GWSS/PD management program. The GWSS area-wide management program is needed to prevent an economic disaster to the work forces and connecting small businesses of Mecca, Thermal, Coachella, Indio, etc. that depend upon the vineyards for a big portion of their incomes. Only a continuation of an area-wide GWSS/PD management program will keep the vineyards viable in the Coachella Valley. At present, there are no apparent biological or climatological factors that will limit the spread of GWSS or PD. GWSS has the potential to develop high population densities in citrus. Insecticide treatments in citrus groves preceded and followed by trapping and visual inspections to determine the effectiveness of these treatments are needed to manage this devastating insect vector and bacterium.

Approximately 1,500 acres of citrus in Riverside County were treated for the GWSS in April through September, 2010 between a cooperative agreement with USDA-APHIS and the Riverside County Agricultural Commissioner's Office under the "Area-Wide Management of the Glassy-Winged Sharpshooter in the Coachella and Temecula Valleys".

## **Objectives**

1. Delineate the areas to be targeted for follow-up treatments to suppress GWSS populations in the Temecula and Coachella Valleys for 2011.
2. Determine the impact of the 2010 GWSS area-wide treatments to suppress GWSS populations in citrus groves and adjacent vineyards.

## **Methods and Procedures**

The programs in Coachella and Temecula are dependent upon grower, pest management consultants, citrus and vineyard manager's participation. The areas encompass approximately 23,000 acres. Representatives of various agencies are involved in the program: USDA-ARS, USDA-APHIS, CDFA, Riverside County Agricultural Commissioner, UC Riverside, UC Cooperative Extension, and grower consultants. Representatives of these agencies meet periodically to review the program. Newsletters are sent to growers, managers, wineries, and agencies with information on GWSS populations and insecticide treatments via e-mail. The information from Temecula is sent weekly, while information from Coachella goes to the various parties monthly.

### **Monitoring Procedures:**

Monitoring for GWSS will be from October 1, 2010 through September 30, 2011.

- 1) Approximately 1,400 double-sided yellow sticky cards (7 inches x 9 inches) will be used to monitor for adult GWSS. The yellow cards will be replaced every 2 weeks during July, August, and September, and at least once a month during the other months. Numbers of males and females will be recorded. The terrain will determine the disposition of the traps. The traps will be monitored weekly.
- 2) Placement of traps – all traps will be labeled and numbered to identify the site within the management program. In citrus, yellow sticky cards will be placed at the edge of the groves at the rate of one trap/10 acres. The traps will be attached with large binder clips to wooden stakes around the perimeter of the grove; in large groves, traps will be placed in the interior as well. A GWSS trap catch can initiate a treatment in that grove. In grapes, yellow sticky cards will be placed on the edge of the vineyards adjacent to citrus groves and at intervals throughout the vineyards at a density of one trap/10 acres. Traps will be attached using large binder clips to existing vine trellises.
- 3) Visual inspections will be conducted in citrus where a GWSS adult has been found on a trap. Weekly visual searches will also be conducted in citrus and grapes that have had a previous history of GWSS catches. Adults, nymphs and egg masses will be recorded during these searches. A transect walk through a grove, doing a minimum 5 minute inspection of a minimum of 20 trees will be done. A similar inspection of vineyards will be conducted as needed, but the walk through will be determined by the trellises.

Treatments:

For a successful area-wide GWSS management program with large acreages of citrus, a management program has to be maintained. In our Riverside County GWSS area-wide program, organic citrus groves pose challenges to area-wide GWSS management programs. Organic insecticides are not as effective as the neonicotinoid insecticides, such as imidacloprid for controlling GWSS. Therefore, organic insecticides will have to be applied more frequently than its synthetic counterpart

Three monitoring scenarios can initiate a treatment in a citrus grove adjacent to a vineyard, and they are as follows: 1) a GWSS on a sticky trap in a vineyard; 2) an average of one GWSS on a sticky trap per 10 citrus trees in a grove; and/or 3) an average of one GWSS per 10 citrus trees found during a visual inspection. Insecticide treatment and follow-up treatment recommendations for the use of materials such as Admire, Alias, Assail, Danitol, Pyganic, soaps, oils, etc., in citrus groves to suppress GWSS populations will be made to the appropriate growers or their representatives. All insecticide treatment rates will be used as recommended on the label by the formulator and will be coordinated with the grower/operator of the impacted citrus grove.

**Budget**

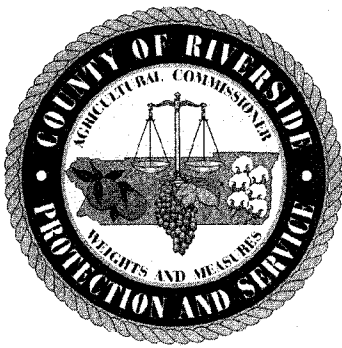
Insecticide Costs including Application

*Imidacloprid (Admire, Alias, etc.)	\$237,500.00
** Foliar Insecticides (oils, soaps, biorationals, Danitol, Assail, etc.)	\$105,000.00
***Foliar Insecticides (for organic citrus) ( Pyganic, Gavicide, etc.)	\$57,500.00

**Total Direct Costs** **\$400,000.00**

- \*Imidacloprid – ~ 1,900 acres of citrus @ \$125/acre for insecticide and application costs.
- \*\*Foliar Treatment Costs -- ~ 1,500 acres of citrus @ \$70/acre for insecticide and application costs.
- \*\*\* Foliar Treatment Costs for Organic Citrus -- ~ 460 acres @ \$125/acre for insecticide and application costs.

**Funding Agencies: USDA-APHIS**



## AGRICULTURAL COMMISSIONER'S OFFICE

4080 LEMON STREET, ROOM 19  
 P.O. BOX 1089  
 RIVERSIDE, CA 92502-1089  
 PHONE (951) 955-3000  
 FAX (951) 955-3012  
 www.rivcoag.org

## WEIGHTS & MEASURES DIVISION

2950 WASHINGTON STREET  
 P.O. BOX 1480  
 RIVERSIDE, CA 92502-1480  
 PHONE (951) 955-3030  
 FAX (951) 276-4728

**JOHN SNYDER**  
 Agricultural Commissioner  
 Sealer of Weights & Measures

**DETAILED FINANCIAL PLAN  
 GLASSY-WINGED SHARPSHOOTER AREA WIDE MANAGEMENT PROGRAM  
 COACHELLA VALLEY and TEMECULA VALLEY  
 RIVERSIDE COUNTY AGRICULTURAL COMMISSIONER  
 11-8500-0652-CA  
 OCTOBER 1, 2010 – SEPTEMBER 30, 2011**

(Financial Plan must match the SF-424A, Section B Budget Categories – ROUNDED to the nearest dollar)

ITEM	APHIS FUNDS (Provided by Agreement)	COUNTY FUNDS	TOTAL
<b>PERSONNEL:</b>	\$0.00	\$0.00	\$0.00
<b>FRINGE BENEFITS:</b>	\$0.00	\$0.00	\$0.00
<b>TRAVEL:</b>	\$0.00	\$0.00	\$0.00
<b>EQUIPMENT:</b>	\$0.00	\$0.00	\$0.00
<b>SUPPLIES:</b>	\$0.00	\$0.00	\$0.00
<b>CONTRACTUAL:</b>			
<u>50+ Grower Compliance Agreements:</u>			
~1,900 acres treated w/Imidacloprid @\$125.00 per acre per application	\$237,500.00	\$0.00	\$237,500.00
~ 1,500 acres treated with various insecticides @\$70.00 per acre per application	\$105,000.00	\$0.00	\$105,000.00
~ 460 acres treated with organically approved insecticides @125.00 per acre per application	\$57,500.00	\$0.00	\$57,500.00
<b>TOTAL:</b>	<b>\$400,000.00</b>	<b>\$0.00</b>	<b>\$400,000.00</b>
<b>COST SHARE INFORMATION:</b>	<b>100%</b>	<b>0%</b>	

**APPLICATION FOR  
FEDERAL ASSISTANCE**

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b>	Applicant Identifier
		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier 11-8500-0652-CA

**5. APPLICANT INFORMATION**

Legal Name: County of Riverside	<b>Organizational Unit:</b> Department: Agricultural Commissioner's Office
Organizational DUNS: 146761429	Division:
<b>Address:</b> Street: 4080 Lemon Street, Room 19 P. O. Box 1089 City: Riverside	<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b> Prefix: First Name: John
County: Riverside	Middle Name
State: CA Zip Code: 92502-1089	Last Name: Snyder
Country: USA	Suffix:
	Email: AgDept@rivcoag.org

<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 95-6000930	Phone Number (give area code) (951) 955-3011	Fax Number (give area code) (951) 955-3012
---------------------------------------------------------------	-------------------------------------------------	-----------------------------------------------

<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>	<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) B Other (specify)
	<b>9. NAME OF FEDERAL AGENCY:</b> USDA - APHIS

<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): 10-025	<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Coachella Valley and Temecula Valley Area-Wide Management and Treatment Program
-------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> Coachella Valley and Temecula Valley, Riverside County, California
----------------------------------------------------------------------------------------------------------------------------------------------

<b>13. PROPOSED PROJECT</b> Start Date: 10/01/2010 Ending Date: 09/30/2011	<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant: California b. Project: California
-------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

<b>15. ESTIMATED FUNDING:</b>	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>
a. Federal \$ 400,000.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant \$ .00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372
c. State \$ .00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$ .00	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
e. Other \$ .00	<input type="checkbox"/> Yes if "Yes" attach an explanation. <input checked="" type="checkbox"/> No
f. Program Income \$ .00	
g. TOTAL \$ 400,000.00	

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

<b>a. Authorized Representative</b>		
Prefix	First Name: John	Middle Name
Last Name: Snyder	Suffix	
b. Title: Agricultural Commissioner / Sealer of Weights and Measures	c. Telephone Number (give area code): (951) 955-3011	
d. Signature of Authorized Representative: <i>John Snyder</i>	e. Date Signed: 12-14-10	

## INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list: <ul style="list-style-type: none"> <li>• "New" means a new assistance award.</li> <li>• "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li> <li>• "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter:  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> </li> </ul>	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

**BUDGET INFORMATION - Non-Construction Programs**

OMB Approval No. 0348-0044

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)	
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)		
1. GWSS Treatments	10.025	\$ 1	\$ 1	\$ 400,000.00	\$ 0.00	\$ 400,000.00	
2.							
3.							
4.							
5. Totals		\$	\$	\$ 400,000.00	\$ 0.00	\$ 400,000.00	
<b>SECTION B - BUDGET CATEGORIES</b>							
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
		(1)	(2)	(3)	(4)		
a. Personnel		\$	\$	\$	\$	\$ 0.00	
b. Fringe Benefits						\$ 0.00	
c. Travel						\$ 0.00	
d. Equipment						\$ 0.00	
e. Supplies						\$ 0.00	
f. Contractual		400,000.00				400,000.00	
g. Construction						\$ 0.00	
h. Other						\$ 0.00	
i. Total Direct Charges (sum of 6a-6h)		400,000.00				400,000.00	
j. Indirect Charges						\$ 0.00	
k. TOTALS (sum of 6i and 6j)		\$ 400,000.00	\$	\$	\$	\$ 400,000.00	
7. Program Income		\$	\$	\$	\$	\$	

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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. GWSS Treatments	\$	\$	\$	\$ 0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$ 0.00

SECTION D - FORECASTED CASH NEEDS					
	FUTURE FUNDING PERIODS (Years)				
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 400,000.00	\$ 0.00	\$ 100,000.00	\$ 200,000.00	\$ 100,000.00
14. Non-Federal	0.00	0.00	0.00	0.00	0.00
15. TOTAL (sum of lines 13 and 14)	\$ 400,000.00	\$ 0.00	\$ 100,000.00	\$ 200,000.00	\$ 100,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	0.00	\$	0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:

23. Remarks:

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

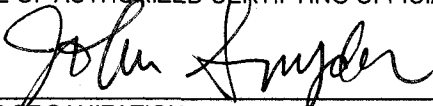
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

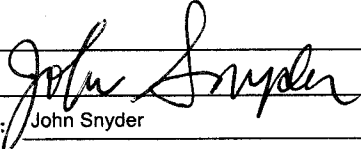
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§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 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Agricultural Commissioner / Sealer of Weights & Measures
APPLICANT ORGANIZATION Riverside County Agricultural Commissioner's Office	DATE SUBMITTED 12/2/10

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD	<b>3. Report Type</b> <input checked="" type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE <b>FOR MATERIAL CHANGE ONLY:</b> YEAR _____ QUARTER _____ DATE OF LAST REPORT _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN:  Riverside County Agricultural Commissioner P.O. Box 1089 4080 Lemon Street, Room 19 Riverside, CA 92502-1089  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</b>   Congressional District, if known: _____
<b>6. Federal Department/Agency</b> USDA /APHIS	<b>7. Federal Program Name/Description:</b> Glassy-Winged Sharpshooter Area-Wide Management and Treatment Program  CFDA Number, if applicable: _____	
<b>8. Federal Action Number if known:</b>	<b>9. Award Amount if known:</b> \$ 400,000.00	
<b>10a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI)  NONE	<b>b. Individual Performing Services</b> (including address if different from No. 10A) (last name, first name, MI)  N/A	
(attach Continuation sheet(s) SF LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. RETAINER <input type="checkbox"/> b. ONE-TIME FEE <input type="checkbox"/> c. COMMISSION <input type="checkbox"/> d. CONTINGENT FEE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. OTHER; SPECIFY: _____	
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>          (attach Continuation sheet(s) SF LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b>  <b>Printed Name:</b> John Snyder  <b>Title:</b> Agricultural Commissioner / Sealer of Weights and Measures  <b>Telephone No.:</b> (951) 955-3011 <b>Date:</b> 12-14-10	
Federal Use Only		AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL

## INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## AGRICULTURAL COMMISSIONER'S OFFICE

4080 LEMON STREET, ROOM 19  
P.O. BOX 1089  
RIVERSIDE, CA 92502-1089  
PHONE (951) 955-3000  
FAX (951) 955-3012  
www.rivcoag.org

## WEIGHTS & MEASURES DIVISION

2950 WASHINGTON STREET  
P.O. BOX 1480  
RIVERSIDE, CA 92502-1480  
PHONE (951) 955-3030  
FAX (951) 276-4728

### JOHN SNYDER

Agricultural Commissioner  
Sealer of Weights & Measures

## LOBBYING CERTIFICATION

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Riverside

Organization Name

John Snyder

Name of Authorized Official

Signature

12/2/10  
Date

**SUPPLEMENTAL COOPERATOR INFORMATION SHEET****Additional information needed to fulfill FFATA requirements**

Cooperator Name: County of Riverside		Agreement Number: 11-8500-0652-CA
Parent DUNS Number: 146761429	Primary Performance Street Address: 4080 Lemon Street, Room 19 P.O. Box 1089 Riverside, CA 92502-1089	
Primary Performance City: Riverside		Primary Performance State: California
Primary Performance Zip plus 4: 92502-1089	County of Primary Performance: Riverside	Primary Performance Country: USA
Performance in Multiple States:  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Performance in Multiple Counties:  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Comments:		

Agreement Dates: \_\_\_\_\_ to \_\_\_\_\_

APHIS Agreement # \_\_\_\_\_

Amount \$ \_\_\_\_\_

COOPERATIVE AGREEMENT PACKAGE CHECKLIST

- \_\_\_\_\_ 1. Legal Agreement – either new, continuation or revision
- \_\_\_\_\_ 2. Work Plan(s)
- \_\_\_\_\_ 3. Financial Plan(s)
- \_\_\_\_\_ 4. SF-424 Application for federal assistance – 2 pages
- \_\_\_\_\_ 5. State Clearance (SPOC)\* (need letter from SPOC to execute agreement)
- \_\_\_\_\_ 6. SF-424A Budget Information – non-construction programs
- \_\_\_\_\_ 7. SF-424B Assurances
- \_\_\_\_\_ 8. Lobbying Certificate (for awards exceeding \$100,000)
- \_\_\_\_\_ 9. SF-LLL-Disclosure of Lobbying Activities Form (for awards exceeding \$100,000 – only when there are activities to disclose)
- \_\_\_\_\_ 10. Indirect Cost Agreement
- \_\_\_\_\_ 11. FFATA (Federal Funding Accountability and Transparency Act) Information Form
- \_\_\_\_\_ 12. Justification for Non-competitive Federal Assistance –APHIS Form 63\* (New only completed by the ADODR)
- \_\_\_\_\_ 13. Decision form (filled out by the ADODR)
- \_\_\_\_\_ 14. Pre-award letter (if being signed after the start date)
- \_\_\_\_\_ 15. ADODR Responsibilities Letter (WR office only)

SPHD/ADODR REVIEW: Sign \_\_\_\_\_ Date \_\_\_\_\_

PROG. MGR REVIEW: Program \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

PROG. MGR REVIEW: Program \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

PROG. MGR REVIEW: Program \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

PROG. MGR REVIEW: Program \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

PROG MGR REVIEW: Program \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

ARD REVIEW: Sign \_\_\_\_\_ Date \_\_\_\_\_

AGREEMENTS REVIEW: Sign \_\_\_\_\_ Date \_\_\_\_\_

Empty rectangular box for additional notes or signatures.



TO: Phillip E. Garcia

THROUGH: [insert name of APHIS ADODR]

Dear Mr. Garcia:

Your concurrence is requested to allow pre-award costs to start on {insert date} for {insert project} activities. It is necessary to begin work prior to finalizing the Notice of Award. This will allow proposed activities to be accomplished by the projected completion date.

Costs prior to the signature of the Notice of Award will not exceed the planned obligations for the first quarter. Enclosed is the proposed financial plan supporting anticipated needs.

I agree to manage the Federally funded program in accordance with Title 7 Code of Federal Regulations Part 3016 or 3019 as applicable; the associated Office of Management and Budget (OMB) Circular governing costs allowed; and all other applicable laws, regulation, and guidelines.

I understand that APHIS is under no obligation, in the absence of appropriations, if the award is not made, or if an award is made for a lesser amount than expected. Further, I understand that reimbursements of such costs are contingent upon full execution of an award of Federal funding for this project.

Sincerely,

Name  
Title

Concurrences:

\_\_\_\_\_  
Authorized Departmental Officer's Designated Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phillip E. Garcia  
Regional Director, Western Regional Director, PPQ

\_\_\_\_\_  
Date

## **Preaward Request**

We are all aware that sometimes the Federal Appropriations bill takes some time to get signed by the President, and unfortunately sometimes this causes delays with Federal Assistance programs.

APHIS policy is to permit work to begin 90 days prior to the signing of the Notice of Award. The letter is to request concurrence from the agency. Once approved by APHIS you may begin work on the project, however, no funds associated with that award may be requested from APHIS until an award is fully executed. The letter is simply requesting that work commences on a specific date, with the reasoning that the program would be significantly impacted if work activities were to not commence at the indicated time.

The attached is an example of a preaward letter.