

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

007A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**  
February 27, 2013

**SUBJECT:** Cooperative Agreement for the European Grapevine Moth Detection Program.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve Cooperative Agreement No. 12-0487-SF in the amount of \$99,911 for FY 2013/14 and
- 2) Authorize the chairman to sign the agreement.

**BACKGROUND:** Agricultural production in Riverside County contributes an estimated \$4 billion to the local and regional economy. Among the rich and varied assortment of agricultural commodities produced, grape production alone represents 8% of this economic contribution, with about 11,400 planted acres.

This program will fund early detection of this invasive insect species which was recently detected for the first time within the United States, in California's Napa Valley. Establishment of the European Grapevine Moth within Riverside County would eliminate a large proportion of our export markets and would present a serious threat to the continued viability of local grape production.

This agreement was approved as to form by County Counsel.

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 99,911	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

<b>SOURCE OF FUNDS:</b> California Department of Food and 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  
*Denise C. Harden*  
BY: \_\_\_\_\_  
Denise C. Harden

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 DATE: 3/11/13  
 Departmental Concurrence

X Policy  
 Policy  
 Consent  
 Consent

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

**Prev. Agn. Ref.: 6/12/12 Item 3.6 | District: III & IV | Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-6

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
12-0487-SF

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

STATE AGENCY'S NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME  
**COUNTY OF RIVERSIDE**

2. The term of this Agreement is: January 1, 2013 through December 31, 2013

3. The maximum amount of this Agreement is: \$99,911.00  
Ninety Nine Thousand Nine Hundred Eleven Dollars and Zero Cents

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

- |  |            |
|--|------------|
| Exhibit A:                               | 15 Page(s) |
| • Recipient and Project Information      |            |
| • Scope of Work                          |            |
| Exhibit B:                               | 5 Page(s)  |
| • Budget & Payment Provisions            |            |
| • Budget                                 |            |
| Exhibit C – General Terms and Conditions | 2 Page(s)  |
| Exhibit D – Federal Terms and Conditions | 3 Page(s)  |

Name of Project: European Grapevine Moth

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

**RECIPIENT**

RECIPIENT'S NAME (County's Name)  
COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4080 Lemon Street, Room 19, Riverside, CA 92502-1089

STATE OF CALIFORNIA

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
CRYSTAL MYERS, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 3/1/13

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

County will provide services for placing and servicing traps for the detection of the European Grapevine Moth.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Debby Tanouye	Name:	John Snyder
Section/Unit:	PHPPS/Pest Detection Emergency Projects	Section/Unit:	COUNTY OF RIVERSIDE
Address:	1220 N Street, Room 315	Address:	4080 Lemon Street, Room 19
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-654-1211	Phone:	951-955-3045
Email Address:	debby.tanouye@cfa.ca.gov	Email Address:	jsnyder@co.riverside.ca.us

3. For a detailed description of work to be performed and duties, see Scope of Work.
4. The Grant Agreement with the Federal Government supporting this Agreement is 12-0402-FR. The Catalog of Federal Domestic Assistance Number is 10-025.

## SCOPE OF WORK

### AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING JANUARY 2013

#### **Section 1 -- The California Department of Food and Agriculture shall:**

1. Provide trapping materials for European Grapevine Moth (EGVM) detection: including traps, lures and handouts.
2. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
3. Provide GPS units or reimbursement for GPS units up to \$250. Reimbursement will require a copy of the receipt.
4. Ensure timely payment of invoices following confirmation of agreement compliance.
5. Provide quality assurance of program.

#### **Section 2 -- The County Agricultural Commissioner shall:**

Hire and/or train personnel.

Ensure that trapping procedures are followed.

Ensure that all documentation of work is complete and accurate.

- Following completion of trap placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) for verification to Debby Tanouye at [debby.tanouye@cdfa.ca.gov](mailto:debby.tanouye@cdfa.ca.gov).

- Enter weekly trapping data reports into the USDA's Integrated Plant Health Information System (IPHIS).

- Submit monthly invoices (using the template provided) and a Report 1 no later than 30 days past the end of the month in which the invoiced activity occurred. Invoices must list the names of the staff that were paid for the monthly activities. Reimbursement will not occur unless weekly reports are submitted in a timely manner into IPHIS.

- Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

Counties must use maps displaying the square mile grid and appropriate subgrids as determined by CDFA or USDA. If needed, maps or the GIS layers will be provided. If the county has the ability to produce this, verify the accuracy with CDFA.

- . Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on EGVM county trap lines.

- . Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

- . Provide and maintain trapping vehicles.

Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved methods. See **Submitting Specimens for Identification** in the European Grapevine Moth (EGVM) Trapping Guidelines (January 2013).

### **Section 3 -- Description of Work**

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the European Grapevine Moth (EGVM) Trapping Guidelines (January 2013).
2. Commercial trapping not in conjunction with any other detection activity will be fully reimbursed.
3. Trapping performed in conjunction with existing detection trapping routes and/or sites (piggybacked) will be reimbursed at six minutes per trap. These traps are serviced and maintained by existing general detection trappers.
4. Mileage reimbursement is not allowed for EGVM traps piggybacked onto other pest detection sites.
5. Delimitation trapping may be required upon detection of new finds, but only with the approval of PD/EP project management.

6. If EGVM traps are piggybacked onto other detection sites, incorporate the documentation (data card, maps, etc) for EGVM traps into the books used for pest detection programs.
7. Complete a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This will serve as official documentation of work performed. This form must be available for review by the district entomologist or CDFA audit office for three years. To facilitate program audits, the DTS must be signed by the individual who performed the work indicated on that summary.
8. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.

#### **Section 4 -- Basis for Payment**

1. Submit invoices by postal mail or e-mail to: Joanne Shimada:  
  
CDFA- PD/EP, Joanne Shimada  
1220 N Street, Room 315  
Sacramento, CA 95814  
  
OR: [joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov).
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Only authorized charges matching the work plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the work plan is considered unauthorized and cannot be reimbursed.
4. A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - o County name
  - o County address
  - o Remit to address
  - o Date of submittal
  - o Contract name
  - o Contract number
  - o Billing period
  - o Allowable itemized charges as listed on the work plan.

- Employee name (or other unique identifying number), classification, hours worked on the EGVM project, hourly rate, benefit rate.
  - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
5. Payment of the invoice is contingent upon data entry into IPHIS, or sending CDFA weekly reports (for entry into IPHIS), submission of the Report 1, and compliance with the required information as listed in #4.
  6. Payment is contingent upon receiving weekly reports (either data entry into IPHIS or Excel spreadsheet) and listing the names of staff receiving payment on the invoice.
  7. To insure payment of work performed, all invoices must be received no later than 45 days after the agreement expires.
  8. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

Enter County Name COUNTY DEPARTMENT OF AGRICULTURE  
FY 2012-13 and FY 2013-14 European Grapevine Moth  
**INVOICE**

4-Feb-13

Date:  
 Contract Number:  
 Billing Period:

**A. PERSONNEL**

<u>SALARY - Detection Trappers</u>			HOURS	HOURLY RATE w/o BENEFITS	Total
	<u>Employee Name</u>	<u>Title</u>			
1			0	\$0.00	\$0.00
2			0	\$0.00	\$0.00
3			0	\$0.00	\$0.00
4			0	\$0.00	\$0.00
5			0	\$0.00	\$0.00
6			0	\$0.00	\$0.00
7			0	\$0.00	\$0.00
8			0	\$0.00	\$0.00
9			0	\$0.00	\$0.00
10			0	\$0.00	\$0.00
				<b>SALARY SUBTOTAL:</b>	<b>\$0.00</b>

	<u>BENEFITS</u>	BENEFIT RATE %	SALARY	BENEFIT COST	
1		0.0000%	\$0.00	\$0.00	
2		0.0000%	\$0.00	\$0.00	
3		0.0000%	\$0.00	\$0.00	
4		0.0000%	\$0.00	\$0.00	
5		0.0000%	\$0.00	\$0.00	
6		0.0000%	\$0.00	\$0.00	
7		0.0000%	\$0.00	\$0.00	
8		0.0000%	\$0.00	\$0.00	
9		0.0000%	\$0.00	\$0.00	
10		0.0000%	\$0.00	\$0.00	
				<b>BENEFIT SUBTOTAL:</b>	<b>\$0.00</b>

<u>SALARY - Non-Detection</u>			HOURS	HOURLY RATE w/o BENEFITS	Total
	<u>Employee Name</u>	<u>Title</u>			
1			0	\$0.00	\$0.00
2			0	\$0.00	\$0.00
3			0	\$0.00	\$0.00
4			0	\$0.00	\$0.00
5			0	\$0.00	\$0.00
6			0	\$0.00	\$0.00
7			0	\$0.00	\$0.00
8			0	\$0.00	\$0.00
9			0	\$0.00	\$0.00
10			0	\$0.00	\$0.00
				<b>SALARY SUBTOTAL:</b>	<b>\$0.00</b>

	<u>BENEFITS</u>	BENEFIT RATE %	SALARY	BENEFIT COST	
1		0.0000%	\$0.00	\$0.00	
2		0.0000%	\$0.00	\$0.00	
3		0.0000%	\$0.00	\$0.00	
4		0.0000%	\$0.00	\$0.00	
5		0.0000%	\$0.00	\$0.00	
6		0.0000%	\$0.00	\$0.00	
7		0.0000%	\$0.00	\$0.00	
8		0.0000%	\$0.00	\$0.00	
9		0.0000%	\$0.00	\$0.00	
10		0.0000%	\$0.00	\$0.00	
				<b>BENEFIT SUBTOTAL:</b>	<b>\$0.00</b>

	SALARIES	BENEFITS	OVERHEAD COST*
<u>0 % Overhead (Not to exceed 25%)</u>	\$0.00	\$0.00	\$0.00
<b>TOTAL PERSONNEL COST:</b>			<b>\$0.00</b>

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

<u>Description</u>	Cost	
a.	\$0.00	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
<b>TOTAL SUPPLY COST:</b>		<b>\$0.00</b>

**TRANSPORTATION**

<u>LICENSE #</u>	<u>OWNED BY</u>	MILES	RATE*
		0.00	\$0.000
		0.00	\$0.000
		0.00	\$0.000
		0.00	\$0.000
		0.00	\$0.000
		0.00	\$0.000
		0.00	\$0.000
			<b>\$0.00</b>

LEASED VEHICLES      NO. OF      NO. OF      MILEAGE



LEASED VEHICLES	COST PER MONTH	USAGE MONTHS	PER MONTH	RATE*	COST
0	0	0	0	\$0.285	\$0.00

TOTAL TRANSPORTATION COST: \$0.00

\* Mileage rates: County-owned vehicle = \$0.555 per mile, or less if the county internal policy uses a lower rate. If funded otherwise, the rate = \$0.285 per mile.  
 Note - Mileage per Month is the combined mileage per month for all the vehicles in that category.

TOTAL MONTHLY INVOICE FOR: Enter County Name County \$0.00

Remit Payment To:

**European Grapevine Moth (EGVM) Detection Trapping Guidelines**  
**FY 2012-13 and FY 2013-14**  
**January 2013**

**Napa, Solano, and Sonoma Counties (Use "Reg" Work Plan)**

- **Regulated Area within Three Miles of Detection Sites in Napa County**
  - Place 100 traps per square mile (1 trap per 6.4 acres) in grape production areas and 25 traps per square mile (1 trap per 25.6 acres) in urban areas in a three-mile radius around all detection sites in Napa County.
  - Use a 10x10 subgrid overlay for the core and a 5x5 subgrid overlay for all other miles. For the core, a 5x5 subgrid overlay can be used as well, by placing four traps in each subgrid.
  - Full deployment should be completed by March 15, 2013.
  - Place traps in grapes, if possible. Use secondary hosts if grapes are not available (see Hosts section below).
  - Service traps every two weeks, removing them during the first servicing after October 1, 2013.
  - Do not relocate or rotate unless access to the trap is impaired for more than one servicing.
  - In the event of a new detection, service traps weekly for the remainder of the flight, then resume servicing every two weeks.
  
- **Grape Production Beyond Three Miles of Detection Sites in Napa County**
  - Place 25 traps per square mile (1 trap per 25.6 acres) in commercial grape vineyards.
  - Use a 5x5 subgrid overlay. Do not place more than one trap per subgrid.
  - Full deployment should be completed by March 15, 2013.
  - Place traps only in grapes.
  - Service traps every two weeks, removing them during the first servicing after October 1, 2013.
  - In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
  - Do not relocate unless access to the trap is impaired for more than one servicing.
  
- **At-Risk Urban Areas Beyond Three Miles of Detection Sites in Napa County**
  - Piggyback up to five traps per square mile (1 trap per 128 acres) onto Medfly sites in urban and rural residential areas. Do not add traps to rural Medfly sites.
  - Deployment should be completed by May 1, 2013.
  - Follow the Medfly trap servicing and relocation intervals. Always use a new EGVM trap when relocating.

- Place traps in grapes, if possible. Use secondary hosts if grapes are not available (see Hosts section below).
- When combining EGVM traps with any other traps in a single host plant, keep 10 feet between traps keeping in mind that Medfly traps have host and placement priority. If no EGVM host is present, place trap in whatever tree is available.
- Service traps every two weeks, removing them during the first servicing after October 1, 2013.

**Grape Production Trapping Outside Regulated Counties (Use “Non-Reg” Work Plan)**

- **Counties with Previous EGVM Detections or That Export Grapes Internationally - Fresno, Imperial, Kern, Kings, Madera, Mendocino, Merced, Monterey, Nevada, Riverside, San Joaquin, Santa Clara, Santa Cruz, and Tulare Counties**
  - Place 25 traps per square mile (1 trap per 25.6 acres) in commercial grape vineyards.
  - Use a 5x5 subgrid overlay. Do not place more than one trap per subgrid.
  - Full deployment should be completed by March 15, 2013, or for colder areas, as soon as weather permits after that date.
  - Beginning June 15, reduce the 25 traps per square mile to 9 traps per square mile for the remainder of the trapping season. In order to accomplish this, remove 16 of the traps, leaving 9 at even density throughout the square mile. Keep the existing trap numbers of the remaining 9 traps.
  - Place traps only in grapes.
  - Service traps every two weeks, removing them during the first servicing after October 1, 2013.
  - In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
  - Do not relocate unless access to the trap is impaired for more than one servicing.

**High Hazard Trapping Outside Regulated Counties (Use “Proc Fac” Work Plan)**

- **Counties with Grape Processing Facilities within ½ Mile of Commercial Grape Production Areas That Receive Grapes from the Regulated Area and Which are not Otherwise Conducting Grape Production Trapping**
  - See Table 1 for those facilities which have been identified by CDFA as fulfilling the above criteria. Other facilities may be added on a county by county basis if they meet these criteria.
  - Place 25 traps in commercial vineyards within the square mile (1/2 mile radius, 1 trap per 25.6 acres) around the grape processing facilities.

- Use a 5x5 subgrid overlay centered on the facility (Figure 1). Do not place more than one trap per subgrid.
- Full deployment should be completed by March 15, 2013, or for colder areas, as soon as weather permits after that date.
- Beginning June 15, reduce the 25 traps per square mile to 9 traps per square mile for the remainder of the trapping season. In order to accomplish this, remove 16 of the traps, leaving 9 at even density throughout the square mile. Keep the existing trap numbers of the remaining 9 traps.
- Place traps only in grapes.
- Service traps every two weeks, removing them during the first servicing after October 1, 2013.
- In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
- Do not relocate unless access to the trap is impaired for more than one servicing.

### **General Trapping Instructions**

#### **Trap**

- The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.

#### **Attractant**

- The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.

#### **Data Entry into IPHIS**

- Trap data must be entered into USDA's Integrated Plant Health Information System (IPHIS).
- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than 6 digits, please truncate the figures (do not round up or down). The minimum information recorded in the GPS unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.
- New GPS values must be taken and recorded for 2013. Do not re-use the 2012 GPS coordinates even if the 2013 trap site is utilizing a previously used map and trap card.
- All GPS points will be verified by the USDA prior to being entered into IPHIS. Following completion of trap placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) to [debby.tanouye@cdfa.ca.gov](mailto:debby.tanouye@cdfa.ca.gov).

## Maps

- Counties must use maps displaying the square mile grid and appropriate subgrids as determined by CDFA or USDA. If needed, maps or the GIS layers will be provided. If the county has the ability to produce these, verify the accuracy with CDFA.

## Hosts

- Grapes (*Vitis* spp.) are the primary host, and should be used when available.
- Secondary fruiting hosts which may be used within the Regulated Area and in At-Risk Urban Areas in the absence of grapes are:
  - Olives (*Olea europaea*) (only when flowering)
  - Stonefruit (*Prunus* spp., e.g., apricot, cherry, plum)
  - Kiwifruit (*Actinidia chinensis*)
  - Persimmon (*Diospyros kaki*)
  - Pomegranate (*Punica granatum*)
  - Jujube (*Ziziphus jujuba*)
  - Currant (*Ribes* spp.)
- Secondary ornamental hosts which may be used within the Regulated Area and in At-Risk Urban Areas in the absence of grapes are:
  - Rosemary (*Rosmarinus officinalis*)
  - False baby's breath (*Galium mollugo*)
  - European privet (*Ligustrum vulgare*)
  - Aaron's beard (*Hypericum calycinum*)
  - Bladder campion (*Silene vulgaris*)
  - Red clover (*Trifolium pratense*)
  - Carnation (*Dianthus* spp.)
- Other secondary hosts which are unlikely to be encountered but which could be used within the Regulated Area and in At-Risk Urban Areas in the absence of grapes are:
  - Spurge flax (*Daphne gnidium*)
  - Sea squill (*Urginea maritima*)
  - European barberry (*Berberis vulgaris*)
  - Old man's beard (*Clematis vitalba*)
  - Smooth sumac (*Rhus glabra*)

## Trap Assembly and Numbering

- Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
- Write the trap number and date of deployment on the trap body prior to placing the trap.
- Trap numbers for EGVM will include either:
  - The six-digit grid number, subgrid designation, and the identifying letters "EGVM." For example: 075045-10-EGVM; or
  - The five-digit alpha-numeric number, subgrid designation, and the identifying letters "EGVM." For example: BD201-15-EGVM.

- To prevent contamination of other surfaces, avoid direct contact with the pheromone septa or the inside surface of the pouch.
- Open the septa pouch; squeeze the septa directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
- Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector's field station.

### **Trap Placement**

- Vineyards – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal JB poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
- In cases where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 m), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
- Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
- Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.
- When using a secondary host, hang the trap from the branches of a host or near a host. Place inside the canopy of the tree, 2/3 up and 2/3 out from the trunk.
- In residential areas, place the trap out of the reach of children.

### **Inspection Frequency**

- Two-week servicing interval, unless directed otherwise (see Deregulation Trapping section). If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and the provided electronic data base Integrated Plant Health Information System (IPHIS).

### **Baiting Interval**

- Every four weeks replace the septa. Old septa can be left in the trap. If too many septa accumulate in the trap, replace the entire trap.

### **Trap Replacement**

- Replace the trap when the trap body deteriorates or the stickum becomes excessively dirty.

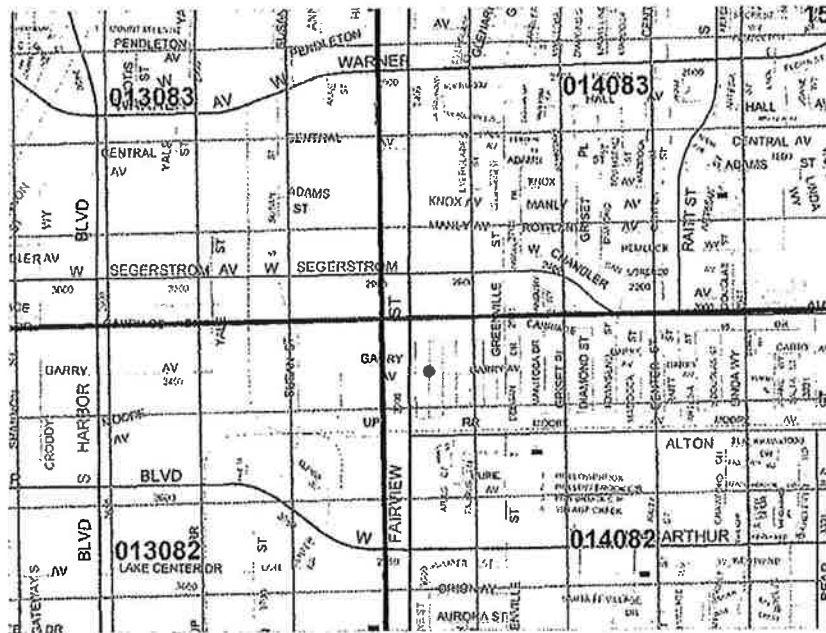
### **Trap Relocation**

- Vineyard traps-- Do not relocate unless access to the trap is impaired for more than one servicing.

- Traps do not need to be relocated; however, as the vines grow, move traps to the upper third of the vine, as practical.
- Follow all pesticide regulations before entering a vineyard that has been treated.
- GPS the new site and enter into the IPHIS database.

### Submitting Specimens for Identification

- The entire trap containing the suspect moth(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- Immediately contact the district entomologist after trapping a suspect moth(s). Send suspect specimens to Sacramento by the quickest means possible.
- Submit the entire trap, leaving the suspect EGVM adult(s) in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth(s). Do not send live specimens!
- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons completing this form will need a username and a password.
- Notify Kevin Hoffman ([kevin.hoffman@cdfa.ca.gov](mailto:kevin.hoffman@cdfa.ca.gov)) upon all submissions. Include the e-PDR number in this communication.



**Figure 1. 5x5 Subgrid Overlay, Covering Four Grids.** The dark lines are the square mile grid lines. The red lines are the 5 x 5 subgrid overlay (at 25 subgrids per square mile). The green dot is a high hazard location. The subgrid lines must “line up” with the grid lines.

**Table 1. Grape Processing Facilities Identified by CDFA as within ½ Mile of Commercial Grape Production Areas That Receive Grapes from the Regulated Area and Whose Counties are not Otherwise Conducting Grape Production Trapping.**

<u>County</u>	<u>Address</u>	<u>City</u>
Alameda	33853 Palomares Road	Castro Valley
	1960 S. Livermore Avenue	Livermore
	5564 Tesla Road	Livermore
	5937 Graham Court	Livermore
	6646 Mines Road	Livermore
Amador	11270 Shenandoah Road	Plymouth
Lake	16520 Davis Street	Clearlake
	3275 Stone Drive	Finley
	3495 Benson Lane	Kelseyville
	4825 Loasa	Kelseyville
	5625 Gaddy Lane	Kelseyville
	4150 Soda Bay Road	Kelseyville
	7850 Soda Bay Road	Lakeport
	13633 Point Lake View	Lower Lake
	15897 Spruce Grove Road	Lower Lake
Placer	4590 Bell Road	Auburn
Sacramento	1010 Twin Cities Road	Walnut Grove
San Benito	385 Panche Road	Paicines
Santa Babara	5017 Zaca Station Road	Los Olivos
Stanislaus	6342 Bystrum Rd.	Ceres
Yolo	49762 Hamilton Road	Clarksburg
	595 Hilgard Lane, UC Davis	Davis
	11220 County Road 94	Zamora



**TRAPPING HOURS/YEAR WORKSHEET**

**TRAPPING SEASON**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGVM - 25												
EGVM - 9												

weekly servicings     
 biweekly servicings     
 monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
EGVM - 25	800	x	9.58	=	7,664
EGVM - 9	600	x	9.58	=	5,748
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
<b>Total:</b>					<b>13,412</b>

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

TOTAL:      13,412      ÷            =      1,490.22      x 1.1 (10%) =      1,639

(A)                                      (B)                                      (C)                                      (D)

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

## EXHIBIT B

### BUDGET AND PAYMENT PROVISIONS

#### 1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices must include the Agreement Number, dates-of-service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Budget Contingency Clause

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

#### 3. Prompt Payment Clause

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

#### 4. Allowable Line Item Shifts

- A. Upon approval of the CDFA Agreement Manager, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit B, Budget, so long as the annual Agreement total dollar amount neither increases nor decreases.
- B. The Recipient must obtain approval from the CDFA Agreement Manager when a line item shift amount is over ten percent (10%).

#### 5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 6. Budget

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

A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Title			
1	Ag. Std. Investigator IV	7.00	120.00	840
2	Supervising Ag. Std. Investigator II	2.00	20.00	40
3		0.00	0.00	0
4		0.00	0.00	0
5		0.00	0.00	0
6		0.00	0.00	0
7		0.00	0.00	0
8		0.00	0.00	0
9		0.00	0.00	0
10		0.00	0.00	0

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag. Std. Investigator IV	\$29.12	840	\$24,461.00
2	Supervising Ag. Std. Investigator II	\$33.24	40	\$1,330.00
3		\$0.00	0	\$0.00
4		\$0.00	0	\$0.00
5		\$0.00	0	\$0.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
8		\$0.00	0	\$0.00
9		\$0.00	0	\$0.00
10		\$0.00	0	\$0.00
			<b>Subtotal:</b>	<b>\$25,791.00</b>

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag. Std. Investigator IV	42.0000%	\$24,461.00	\$10,274.00
2	Supervising Ag. Std. Investigator II	42.0000%	\$1,330.00	\$559.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$10,833.00</b>

**DETECTION STAFF SUBTOTAL: \$36,624.00**

4. STAFF - Non-Detection		HOURS/ DAY	WORK DAYS	HOURS
Employee Name	Title			
1	Office Asst. III	1.00	8.00	8
2	Supervising Ag. Std. Investigator I	1.00	8.00	8
3	Supervising Ag. Std. Investigator II	2.00	30.00	60
4	Deputy Ag. Comm.	2.00	60.00	120
5		0.00	0.00	0
6		0.00	0.00	0
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Office Asst. III	\$18.57	8	\$149.00
2	Supervising Ag. Std. Investigator I	\$31.34	8	\$251.00
3	Supervising Ag. Std. Investigator II	\$33.24	60	\$1,994.00
4	Deputy Ag. Comm.	\$41.27	120	\$4,952.00
5		\$0.00	0	\$0.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
			<b>Subtotal:</b>	<b>\$7,346.00</b>

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Office Asst. III	49.0000%	\$149.00	\$73.00
2	Supervising Ag. Std. Investigator I	43.0000%	\$251.00	\$108.00
3	Supervising Ag. Std. Investigator II	42.0000%	\$1,994.00	\$837.00
4	Deputy Ag. Comm.	49.0000%	\$4,952.00	\$2,426.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$3,444.00</b>
			<b>NON-DETECTION STAFF SUBTOTAL:</b>	<b>\$10,790.00</b>
				<b>OVERHEAD COST</b>
	0 % Overhead (Not to exceed 25%)		<b>SALARIES</b>	<b>BENEFITS</b>
			\$33,137.00	\$14,277.00
				\$0.00
			<b>TOTAL PERSONNEL COST :</b>	<b>\$47,414.00</b>

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

Description	Cost
a.	\$0.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
	<b>TOTAL SUPPLY COST:</b>
	<b>\$0.00</b>

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
7	4	350	\$0.565	\$5,537.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00
				<b>VEHICLE COST TOTAL:</b>	<b>\$5,537.00</b>

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

Riverside	FY 2012-13 EGVM Grape Production Trapping Outside Regulated Counties Total Cost:	\$52,951.00
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COMMENTS:



A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/	TOTAL	
Employee Name	Title	DAY	WORK	HOURS
1	Ag. Std. Investigator IV	6.00	120.00	720
2	Supervising Ag. Std. Investigator II	2.00	20.00	40
3		0.00	0.00	0
4		0.00	0.00	0
5		0.00	0.00	0
6		0.00	0.00	0
7		0.00	0.00	0
8		0.00	0.00	0
9		0.00	0.00	0
10		0.00	0.00	0

2. SALARIES - Detection Trappers		HOURLY RATE	HOURS	SALARY
		w/o BENEFITS		
1	Ag. Std. Investigator IV	\$29.12	720	\$20,966.00
2	Supervising Ag. Std. Investigator II	\$33.24	40	\$1,330.00
3		\$0.00	0	\$0.00
4		\$0.00	0	\$0.00
5		\$0.00	0	\$0.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
8		\$0.00	0	\$0.00
9		\$0.00	0	\$0.00
10		\$0.00	0	\$0.00
			<b>Subtotal:</b>	<b>\$22,296.00</b>

3. BENEFITS - Detection Trappers		BENEFIT	SALARY	BENEFIT
		RATE (%)		COST
1	Ag. Std. Investigator IV	42.0000%	\$20,966.00	\$8,808.00
2	Supervising Ag. Std. Investigator II	42.0000%	\$1,330.00	\$559.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$9,365.00</b>

**DETECTION STAFF SUBTOTAL:** \$31,661.00

4. STAFF - Non-Detection		HOURS/	WORK	
Employee Name	Title	DAY	DAYS	HOURS
1	Office Asst. III	1.00	8.00	8
2	Supervising Ag. Std. Investigator I	1.00	8.00	8
3	Supervising Ag. Std. Investigator II	3.00	20.00	60
4	Deputy Ag. Comm.	2.00	60.00	120
5		0.00	0.00	0
6		0.00	0.00	0
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff		HOURLY RATE	HOURS	SALARY
		w/o BENEFITS		
1	Office Asst. III	\$18.57	8	\$149.00
2	Supervising Ag. Std. Investigator I	\$31.34	8	\$251.00
3	Supervising Ag. Std. Investigator II	\$33.24	60	\$1,994.00
4	Deputy Ag. Comm.	\$41.27	120	\$4,952.00
5		\$0.00	0	\$0.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
			<b>Subtotal:</b>	<b>\$7,346.00</b>

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Office Asst. III	49.0000%	\$149.00	\$73.00
2	Supervising Ag. Std. Investigator I	43.0000%	\$251.00	\$108.00
3	Supervising Ag. Std. Investigator II	42.0000%	\$1,994.00	\$837.00
4	Deputy Ag. Comm.	49.0000%	\$4,952.00	\$2,426.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00

Subtotal: \$3,444.00

NON-DETECTION STAFF SUBTOTAL: \$10,790.00

0 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$29,642.00	\$12,809.00	\$0.00

TOTAL PERSONNEL COST: \$42,451.00

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

Description	Cost
a.	\$0.00
b.	\$0.00
c.	\$0.00
d.	\$0.00
<b>TOTAL SUPPLY COST:</b>	<b>\$0.00</b>

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
7	4	285	\$0.565	\$4,509.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST	
0	0	0	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00

VEHICLE COST TOTAL: \$4,509.00

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

Riverside	FY 2013-14 EGVM Grape Production Trapping Outside Regulated Counties Total Cost:	\$46,960.00
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COMMENTS:



## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

3. **Indemnification**

The Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. **Disputes**

The Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. **Potential Contractors**

The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy, the organization must conduct a competitive bid process. All contractors must have the proper licenses/certificates required in their respective disciplines.

If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

6. **Independent Recipient/Contractor**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

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

The Recipient will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**8. Governing Law**

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

**9. Unenforceable Provision**

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

**10. Excise Tax**

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

**11. Right to Terminate**

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

**12. Termination for Cause**

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

**13. Reporting Requirements**

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

**14. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

**15. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

**16. Memorandum of August 2009**

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantined signed by CDFA August 2009. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008.



## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291 and as follows:

#### **1. Civil Rights**

The Recipient will comply with civil rights standards which may be prescribed pursuant to the following:

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

#### **2. Labor Standards**

The Recipient will comply with labor standards which may be prescribed pursuant to the following:

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

#### **3. Environmental Standards**

The Recipient 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).

#### **4. Single Audit Act Amendments of 1996**

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the following:

- A. Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

#### **5. Drug-Free Environment**

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to the following:

- A. §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

#### **6. Lobbying Restrictions**

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the following:

- A. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

**7. Intergovernmental Review**

The Recipient will comply with intergovernmental review standards which may be prescribed pursuant to the following:

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

**8. Confidentiality**

The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

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

**9. Conservation in Procurement**

The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

- A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

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

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

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

**11. Crimes and Prohibited Activities**

The Recipient will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

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

**12. Biosafety in Laboratories**

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**13. Conflicts of Interest**

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

- A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

**14. Patents and Copyrights**

The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

- A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

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

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

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4.

**16. Seat Belt Use**

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-03);
- B. Government Organization and Employees Act as amended (5 USC 7902(c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (Executive Order 13043).

**17. All Other Federal Laws**

The Recipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.