

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



**ITEM: 3.7**  
(ID # 18568)

**MEETING DATE:**  
Tuesday, April 05, 2022

**FROM :** AGRICULTURAL COMMISSIONER:

**SUBJECT:** AGRICULTURAL COMMISSIONER: Approve Grant Agreement No. 22-0045-000-SA with the California Department of Food and Agriculture for the Nursery Treatment Program, All Districts. [\$100,000 Total Cost - State Funds 100%]

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

1. Approve Grant Agreement No. 21-0045-000-SA with the California Department of Food and Agriculture, for the Nursery Treatments Program, in the amount of \$100,000 from July 1, 2022 through June 30, 2024; and
2. Authorize the Chair of the Board of Supervisors to sign the agreement on behalf of the County.

**ACTION:Policy**

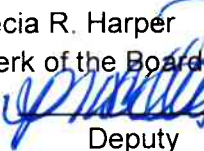
  
Ruben J. Arroyo, Agricultural Commissioner/Chair 3/22/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** April 5, 2022  
**xc:** Agricultural Commissioner

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 100,000	\$ 100,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: CA Dept. of Food and Agriculture 100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year: 22/23 —</b>	
			<b>23/24</b>	

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

**BACKGROUND:**

**Summary**

Agricultural production in Riverside County contributes an estimated \$1.3 billion directly to the local and regional economy. Among the rich and varied assortment of agricultural commodities produced in Riverside County, nursery stock production alone represents approximately 20% of the county's total value.

Due to the presence of Glassy-Winged Sharpshooter (GWSS) populations in local nursery operations that ship plants to un-infested areas of the state, the California Department of Food and Agriculture has approved this specific treatment funding.

This agreement provides \$100,000 to reimburse participating pest control operator costs associated with the treatment of nursery stock to control GWSS populations. The Agricultural Commissioner will administer the reimbursements via a "pass through" account.

This agreement was approved as to form by County Counsel.

**Impact on Citizens and Businesses**

Due to carefully timed treatments, plant production nursery businesses will be positively impacted in that they will be able to continue to ship nursery stock during times of the season when they are generally subjected to high populations of Glassy-Winged Sharpshooter insects.

**Contract History and Price Reasonableness**

This agreement has been renewed each year since its inception in FY 2008-09 and the dollar amount covers all related costs.

**ATTACHMENTS:**

**Attachment A:**                      **Grant Agreement No. 22-0045-000-SA**

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



Jason Fenn, Principal Management Analyst 3/29/2022



Cynthia M. Guzel, Chief Deputy County Counsel 3/23/2022

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Board of Supervisors, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

State of California, Department of Food and Agriculture  
**AGREEMENT**  
GAU-03 (Rev.10/2021)

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

**AGREEMENT NUMBER**  
**22-0045-000-SA**

- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF RIVERSIDE**
- The Agreement Term is: July 1, 2022 through June 30, 2024
- The maximum amount of this Agreement is: \$100,000.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

- Exhibit A: Recipient and Project Information 2 Page(s)
- Exhibit B: General Terms and Conditions 5 Page(s)
- Exhibit C: Payment and Budget Provisions 2 Page(s)
- Attachments: Scope of Work and Budget

FOR RIVERSIDE COUNTY COUNSEL  
BY: DAVID L. B. ZWALAND

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

RECIPIENT'S NAME (Organization's Name)  
**COUNTY OF RIVERSIDE**

BY (Authorized Signature) 	DATE SIGNED <b>APR 05 2022</b>
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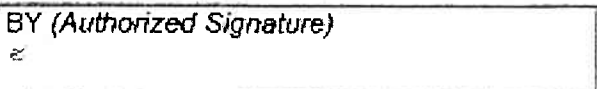
PRINTED NAME AND TITLE OF PERSON SIGNING  
**JEFF HEWITT CHAIR, BOARD OF SUPERVISORS**

ADDRESS  
P.O. Box 1089, Riverside, CA 92502-1089

ATTEST:  
KECIA R. HARPER, Clerk  
By  DEPUTY

**STATE OF CALIFORNIA**

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

BY (Authorized Signature) 	DATE SIGNED
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PRINTED NAME AND TITLE OF PERSON SIGNING  
**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

LB

APR 05 2022 37

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Reimburse qualified nurseries for costs incurred for multiple nursery treatments to control the glassy-winged sharpshooter (GWSS) for fiscal year 2022/23 and 2023/24.

Project Title: Nursery Treatments

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Stacie Oswalt	Name:	Ruben Arroyo
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Riverside
Address:	1220 N Street	Address:	P.O. Box 1089
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-530-0485	Phone:	951-955-3022
Email Address:	stacie.oswalt@cdfa.ca.gov	Email Address:	agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Myrna Villegas	Name:	Erik Downs
Division/Branch:	Pierce's Disease Control Program	Organization:	Riverside County Agricultural Commissioner's Office
Address:	1220 N Street	Address:	3403 10th Street, Suite 701
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside CA 92501
Phone:	916-530-0461	Phone:	951.955.3004
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	edowns@rivco.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

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

This award  does  does not support R&D.

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

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

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

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

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

#### 4. Governing Law

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

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

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

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

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

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## **12. Excise Tax**

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

## **13. Disputes**

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

## **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.



### **15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

### **16. Acceptable Failure to Perform**

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

### **17. Breach**

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

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

### **18. Non-Material Breach**

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

**19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

**20. News Releases/Public Conferences**

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

**21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

**22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

**23. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

**24. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

**25. Closeout**

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

**26. Confidential and Public Records**

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

**27. Amendments**

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

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

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

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

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

**4. Budget Contingency Clause**

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

**Scope of Work**  
**Nursery Treatment Agreement with Riverside County**  
**July 1, 2022 – June 30, 2024**

**Summary**

Agreement between the California Department of Food and Agriculture (“CDFA”) and the County of Riverside (“County”) to reimburse qualified nurseries participating in the Nursery Treatment Program (“Program”) for costs incurred for multiple nursery treatments to control the glassy-winged sharpshooter (GWSS), a major vector of Pierce's disease.

Participating qualified nurseries in the Program hire licensed pesticide applicators to treat the nursery inventory for the purpose of controlling the GWSS population. The individual nursery submits an invoice to the County for reimbursement of the treatment costs, and CDFA reimburses the County.

**Statutory and Regulatory Authority**

Food and Agricultural Code (FAC) § 6045(a) states “The Legislature hereby finds and declares that the plant killing bacterium, *Xylella fastidiosa* and the resulting pathogen, Pierce's disease, and its vectors present a clear and present danger to California's sixty-billion-dollar grape industry, as well as to many other commodities and plant life.”

FAC § 6047.1(a) further states that the Legislature declares that the “state's agricultural business economy could be seriously damaged if measures are not taken to prevent the transmittal of the plant killing bacterium that causes Pierce's disease and to contain its vectors, particularly the glassy-winged sharpshooter, and if measures are not taken to prevent or inhibit infestations by other designated pests and diseases.”

FAC §§ 6046(c)(2) and (d) state that funds in the Pierce's Disease Management Account shall be made available for expenditure for the purpose of combating Pierce's disease or its vectors.

FAC § 6046(g)(4) and Title 3 CCR § 3651(c)(1)(E) provide workplan elements may include treatment programs to prevent the establishment and spread of Pierce's disease and its vectors.

**Background**

The GWSS is a serious pest in California because of its ability to spread *Xylella fastidiosa*, the bacterium that causes Pierce's disease which kills grapevines, and there is no cure or effective treatment at this time for Pierce's disease. In addition, various strains of *X. fastidiosa* cause scorch disease of almond, oleander, mulberry, olive and liquidambar, and alfalfa dwarf and citrus variegated chlorosis. These diseases are of particular concern to landscape professionals and agricultural producers in California. The GWSS ranges over many habitats, including agricultural crops, urban landscapes, native woodlands, and riparian vegetation. [University of California, Agriculture and Natural Resources, Pierce's Disease Research and Emergency Response Task Force brochure] The list of host plants includes over 300 genera, encompassing hundreds of plant species, and citrus is a primary feeding host for GWSS.

There are two generations of GWSS per year, late winter/early spring and summer/fall. The late winter/spring generation has a life span of approximately 2-3 months, while the summer/fall generation has a life span of 4-6 months. In the spring, the adult GWSS lay egg masses and the nymphs that

emerge from those egg masses become the adults that lay egg masses in summer/fall. The nymphs that emerge from those egg masses become the adults that lay egg masses the following spring.

Citrus has been identified not only as a primary feeding host for the glassy-winged sharpshooter, but also as an area for populations of GWSS to reside. The insect uses citrus areas as a staging point for movement in search of not only food sources but also as ovipositional (egg-laying) sites. As a result, there is a high pest population in citrus areas. Adult GWSS overwintering in the citrus areas will leave those areas in search of food sources – the various host plants in the nearby nurseries.

Riverside County is a generally infested county, and shipping nurseries exist in close proximity of commercial citrus orchards, most of which do not treat for GWSS. Because of this, there is an extremely high pest population of GWSS in and around the nurseries.

In addition, some of the nurseries are located near riparian areas that contain numerous host plants for GWSS and due to environmental prohibitions, these riparian areas cannot be treated. The presence of these host plants contributes to high pest population in these areas.

Shipping nurseries located in generally infested areas ship plant material to non-infested areas, increasing the likelihood of artificial spread of the GWSS. These nursery treatments are critical to the control and suppression of the GWSS in that the treatments kill the GWSS in shipped plant material, thereby reducing the artificial spread of GWSS via nursery shipments. In addition, the treatments provide added protection against the artificial spread of GWSS by decreasing the GWSS pest population – less GWSS in the vicinity reduces the possibility of GWSS flying into a truck in a nursery loading area. Lastly, and of great importance, the treatments decrease the pest population by preventing egg laying when treatments take place at the appropriate time – before the GWSS emerge from the egg masses and while the GWSS are still in the nymphal stage, before they become egg-laying adults.

As an added benefit to California's economy, these treatments allow the nurseries to continue shipping their product, particularly during the peak shipping seasons. The California nursery industry has an economic value of over \$3 billion [California Agricultural Resource Directory 2008-2009] and 75% of this economic activity is generated during the peak shipping seasons.

The most common reason for rejection of a shipment at the destination nursery is the presence of egg masses on the nursery stock. As mentioned above, these treatments decrease the pest population and resultant egg-laying, helping to eliminate the primary reason for rejection at destination.

Also, by reducing the pest population, the nurseries are able to continue shipping their product, as the decreased pest population results in lower numbers of GWSS trapped in nurseries.

In a non-infested nursery, traps are placed at a minimum of one trap per one-half acre in the nursery growing areas and not less than two traps per one-half acre in the staging areas<sup>1</sup>. If the staging area traps exceed three GWSS adults in the same one-half acre in a two-week period, the nursery must immediately suspend all shipments to non-infested areas, and treat the surrounding area.

In an infested nursery, traps are placed at a minimum of two traps per one-half acre in the staging areas. (Traps are not placed in the nursery growing area.) If the staging area traps exceed three GWSS adults in the same one-half acre in a two-week period, the nursery must immediately suspend all shipments to non-infested areas, and treat the surrounding area. In addition to placing traps, inspection and treatment of the nursery stock are required prior to shipping, and the shipment is again inspected upon arrival at destination.

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<sup>1</sup> Staging areas are the areas where nursery stock is gathered prior to loading into trucks for shipment. Treatments prior to shipment may also be conducted in the staging areas.



In an Approved Treatment Program (ATP) nursery, traps are placed at a minimum of one trap per one-half acre throughout the nursery growing areas and two traps per one-half acre in the staging areas. If the traps exceed 10 GWSS in the same one-half acre in a two-week period, host material within a 100' radius around the traps indicating greater than 10 GWSS may not be shipped and must receive treatment. Host material outside of the 100' radius may still be shipped.

When the number of GWSS trapped exceeds the minimum thresholds, shipments may not resume for a minimum of two weeks in non-infested and infested nurseries, a minimum of five days in ATP nurseries, and possibly longer in all types of nurseries depending on the number of GWSS subsequently found in the traps.

### **Nursery Treatment Program**

The Nursery Treatment Program consists of treatments of nursery stock with approved pesticides, by helicopter and/or ground application, in participating nurseries. The nurseries are located in rural areas only; therefore, applications are not conducted on or over urban/residential areas, schools, or hospitals.

Nurseries submit applications to CDFA for participation in the Program. The application is in the form of an estimate for nursery treatment that includes the nursery name and location, total acreage proposed to be treated, map of the area(s) proposed for treatment, proposed treatment dates, estimated costs for labor, proposed chemical to be used, rate of application per acre, method of application, and chemical costs, and any other costs. CDFA reviews and approves or denies the application, in writing, based on the criteria for qualified shipping nurseries (see below), and the total funding available. CDFA forwards the approved application to the County when a nursery is approved for participation in the Nursery Treatment Program.

If approved, the individual nursery is responsible for arranging the treatments. The nursery contacts a licensed Pest Control Business (PCB) of its choosing, and a work order is generated by the company for the work to be performed. Helicopters are provided by the PCB. Treatments comply with all applicable laws and regulations, and in an environmentally responsible manner.

Timing of the treatments is important. The treatments are either scheduled to coincide with the peak adult population to reduce the number of egg laying adults or emergence of the nymphs from the egg masses so that those emerging nymphs are killed upon contact with the chemical. Also, nymphs are not able to fly so are not as mobile as the flying adults; therefore, it is important that treatments take place in the nymphal stage, or the opportunity to kill the GWSS is lost at worst and severely decreased at best. Lastly, killing the GWSS before it reaches the adult stage eliminates the egg laying that produces the next generation of GWSS.

Upon completion of the treatment, the nursery submits a Pesticide Use Report (PUR) to the County. The PUR contains information such as the chemical applied, dilution of chemical, amount of chemical applied, date and time of application, rate of application per acre, method of application, location of application, number of acres to which chemical applied, permit number, re-entry interval.

The County reviews the PUR to ensure the nursery is using the appropriate chemical, method, and rate of application. CDFA may also conduct "spot checking" of treatments by visually observing the treatment as it is applied.

Nurseries submit invoices for treatment costs to the County for reimbursement, and the County then invoices PDCP for reimbursement of the County reimbursements to the nurseries.



PDCP monitors the pest population in the areas in and surrounding the participating nurseries, and compiles information regarding the number of shipments, plants, rejections.

### **Qualifying Shipping Nursery**

Criteria for qualified shipping nurseries:

1. Nursery must be a shipping nursery near commercial citrus.
2. Nursery must be under a current/valid compliance agreement.
3. Nursery must regularly ship to non-infested areas of California.
4. Nursery must submit an application for participation in treatment program.
5. Estimated costs for treatment must be reasonable.

Additional criteria that may be used:

1. Number and frequency of shipments by the nursery.
2. Whether the nursery has an active pest management plan.
3. Whether the nursery is under a quarantine/shipping hold.
4. Extent of pest population.

### **County Responsibilities**

The County will be responsible for reimbursement to the qualified nurseries for their costs incurred for treatments, but only after receiving reimbursement from CDFA. Riverside County may also be responsible for reimbursement to at least one qualified nursery in San Diego County as one nursery in San Diego County has expressed interested in participating in the Nursery Treatment Program while San Diego County has declined to participate in the Nursery Treatment Program. The interested nursery in San Diego County is in close proximity to the Riverside County boundary, and is owned by a qualified nursery that has its main location in Riverside County.

In addition, the County will ensure all activities follow CDFA management practices and any necessary mitigation measures required.

The County will also be responsible for the following:

1. Assist CDFA in identifying qualified nurseries upon request.
2. Assist CDFA with identifying the appropriate timing of treatment, upon request. Treatment timeframes, weather permitting, should be coordinated with peak GWSS populations and in consultation with CDFA.
3. Review the PURs to ensure the nursery is using the appropriate treatment method (helicopter or ground application).
4. Review the PURs to ensure the nursery utilized an approved product listed in the GWSS Nursery Shipping Protocol that would give the best efficacy for this endeavor, and determine if the amount used is appropriate.
5. Certify that the PUR was reviewed and consistent with the treatment outlined on the invoice (in compliance with the label requirements as detailed by the Department of Pesticide Regulation, including host material and application rate).
6. Invoice the Pierce's Disease Control Program, providing supporting documentation for each nursery upon request. The county will retain the detailed supporting documentation for a minimum of five years.
7. Provide status reports to CDFA upon request.

### **CDFA Responsibilities**

CDFA will be responsible for the following:

Request that qualified nurseries submit the following information to be considered in the Nursery Treatment Program:

1. Nursery name and location
2. Total acreage proposed to be treated
3. Map of the area(s) proposed for treatment
4. Proposed treatment dates
5. Method of application
6. Estimated costs for labor
7. Proposed chemical to be used
8. Rate of application per acre
9. Chemical (insecticide) costs
10. Any other costs

In addition, once nurseries are approved to be participants of the Nursery Treatment Program, CDFA shall:

1. Consult with the nursery regarding the treatment plan, if necessary.
2. Ensure treatments are in compliance with all applicable laws and regulations, and in an environmentally responsible manner.
3. Notify the County when treatment occurs.
4. Ensure the nursery submits invoices to the County for approval and reimbursement, including a PUR for the treatments.

CDFA shall also be responsible for overseeing multiple treatments of qualified nurseries:

1. Identify and approve qualified shipping nurseries that apply for participation in the Nursery Treatment Program in Riverside County and, if applicable, in San Diego County.
2. Recommend the appropriate time to perform treatments.
3. Ensure the nursery is using the appropriate treatment method (systemic or foliar, ground or aerial application).
4. Ensure the nursery chooses a pesticide and appropriate rate of application that would give the best efficacy for this endeavor.
5. Conduct "spot checking" of treatments by visually observing treatments, if necessary, to ensure that treatments are in compliance with the label requirements as detailed by the Department of Pesticide Regulation, including host material and application rate.
6. Provide the approved nurseries with a detailed and uniform invoice template to be submitted to the County upon completion of treatment by the nurseries.
7. Process approved invoices for reimbursement to the County.
8. Monitor the pest population in the areas in and surrounding the participating nurseries.
9. Maintain communication with the San Diego County Agricultural Commissioner's Office concerning treatments.
10. Compile information regarding the number of shipments, plants, rejections for the nursery treatment program.

**Riverside County  
Nursery Treatment Program  
Estimated Budget  
July 1, 2022 – June 30, 2024**

*Estimated: 1-3 Nurseries*

Labor Costs

Helicopter Applications - 928 acres at \$48/acre	\$ 44,544.00
Ground Applications - 16 acres at \$33/acre	<u>\$ 528.00</u>
Total labor	\$ 45,072.00

Insecticide Costs

Chemicals	\$ 50,845.12
(Acceptable products listed in the GWSS Nursery Shipping Protocol)	

Administrative Costs

To oversee qualified nurseries participating in the Nursery Treatment Program in San Diego County and Riverside County	<u>\$ 4,082.88</u>
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<b>Total Budget</b>	<b>\$100,000.00</b>
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WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside Board, Stop 1010  
Post Office box 1147, Riverside, Ca 92502-1147  
Thank you.

State of California, Department of Food and Agriculture  
AGREEMENT  
GAU-03 (Rev.10/2021)

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

**AGREEMENT NUMBER  
22-0045-000-SA**

- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)  
RECIPIENT'S NAME  
COUNTY OF RIVERSIDE
- The Agreement Term is: July 1, 2022 through June 30, 2024
- The maximum amount of this Agreement is: \$100,000.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

FOR COUNTY COUNSEL  
BY: DANIEL J. HANLOND

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

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

BY (Authorized Signature)

DATE SIGNED

APR 05 2022

PRINTED NAME AND TITLE OF PERSON SIGNING  
JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ADDRESS  
P.O. Box 1089, Riverside, CA 92502-1089

ATTEST:  
KEGIA R. HARPER, CLERK  
BY: [Signature] DEPUTY

**STATE OF CALIFORNIA**

AGENCY NAME  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED

Monica Aguirre Digitally signed by Monica Aguirre  
Date: 2022.04.22 12:23:03 -0700

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

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

LB

APR 05 2022 37

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Reimburse qualified nurseries for costs incurred for multiple nursery treatments to control the glassy-winged sharpshooter (GWSS) for fiscal year 2022/23 and 2023/24.

Project Title: Nursery Treatments

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Stacie Oswalt	Name:	Ruben Arroyo
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Riverside
Address:	1220 N Street	Address:	P.O. Box 1089
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-530-0485	Phone:	951-955-3022
Email Address:	stacie.oswalt@cdfa.ca.gov	Email Address:	agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Myrna Villegas	Name:	Erik Downs
Division/Branch:	Pierce's Disease Control Program	Organization:	Riverside County Agricultural Commissioner's Office
Address:	1220 N Street	Address:	3403 10th Street, Suite 701
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside CA 92501
Phone:	916-530-0461	Phone:	951.955.3004
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	edowns@rivco.org

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

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

This award  does  does not support R&D.

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

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

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

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

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

#### 4. Governing Law

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

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

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

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

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

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## **12. Excise Tax**

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

## **13. Disputes**

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

## **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.



**15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

**16. Acceptable Failure to Perform**

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

**17. Breach**

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

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

**18. Non-Material Breach**

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

**19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

**20. News Releases/Public Conferences**

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

**21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

**22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

**23. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

**24. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

**25. Closeout**

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

**26. Confidential and Public Records**

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

**27. Amendments**

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

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

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

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

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

**4. Budget Contingency Clause**

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

**Scope of Work  
Nursery Treatment Agreement with Riverside County  
July 1, 2022 – June 30, 2024**

**Summary**

Agreement between the California Department of Food and Agriculture (“CDFA”) and the County of Riverside (“County”) to reimburse qualified nurseries participating in the Nursery Treatment Program (“Program”) for costs incurred for multiple nursery treatments to control the glassy-winged sharpshooter (GWSS), a major vector of Pierce’s disease.

Participating qualified nurseries in the Program hire licensed pesticide applicators to treat the nursery inventory for the purpose of controlling the GWSS population. The individual nursery submits an invoice to the County for reimbursement of the treatment costs, and CDFA reimburses the County.

**Statutory and Regulatory Authority**

Food and Agricultural Code (FAC) § 6045(a) states “The Legislature hereby finds and declares that the plant killing bacterium, *Xylella fastidiosa* and the resulting pathogen, Pierce’s disease, and its vectors present a clear and present danger to California’s sixty-billion-dollar grape industry, as well as to many other commodities and plant life.”

FAC § 6047.1(a) further states that the Legislature declares that the “state’s agricultural business economy could be seriously damaged if measures are not taken to prevent the transmittal of the plant killing bacterium that causes Pierce’s disease and to contain its vectors, particularly the glassy-winged sharpshooter, and if measures are not taken to prevent or inhibit infestations by other designated pests and diseases.”

FAC §§ 6046(c)(2) and (d) state that funds in the Pierce’s Disease Management Account shall be made available for expenditure for the purpose of combating Pierce’s disease or its vectors.

FAC § 6046(g)(4) and Title 3 CCR § 3651(c)(1)(E) provide workplan elements may include treatment programs to prevent the establishment and spread of Pierce’s disease and its vectors.

**Background**

The GWSS is a serious pest in California because of its ability to spread *Xylella fastidiosa*, the bacterium that causes Pierce’s disease which kills grapevines, and there is no cure or effective treatment at this time for Pierce’s disease. In addition, various strains of *X. fastidiosa* cause scorch disease of almond, oleander, mulberry, olive and liquidambar, and alfalfa dwarf and citrus variegated chlorosis. These diseases are of particular concern to landscape professionals and agricultural producers in California. The GWSS ranges over many habitats, including agricultural crops, urban landscapes, native woodlands, and riparian vegetation. [University of California, Agriculture and Natural Resources, Pierce’s Disease Research and Emergency Response Task Force brochure] The list of host plants includes over 300 genera, encompassing hundreds of plant species, and citrus is a primary feeding host for GWSS.

There are two generations of GWSS per year, late winter/early spring and summer/fall. The late winter/spring generation has a life span of approximately 2-3 months, while the summer/fall generation has a life span of 4-6 months. In the spring, the adult GWSS lay egg masses and the nymphs that

emerge from those egg masses become the adults that lay egg masses in summer/fall. The nymphs that emerge from those egg masses become the adults that lay egg masses the following spring.

Citrus has been identified not only as a primary feeding host for the glassy-winged sharpshooter, but also as an area for populations of GWSS to reside. The insect uses citrus areas as a staging point for movement in search of not only food sources but also as ovipositional (egg-laying) sites. As a result, there is a high pest population in citrus areas. Adult GWSS overwintering in the citrus areas will leave those areas in search of food sources – the various host plants in the nearby nurseries.

Riverside County is a generally infested county, and shipping nurseries exist in close proximity of commercial citrus orchards, most of which do not treat for GWSS. Because of this, there is an extremely high pest population of GWSS in and around the nurseries.

In addition, some of the nurseries are located near riparian areas that contain numerous host plants for GWSS and due to environmental prohibitions, these riparian areas cannot be treated. The presence of these host plants contributes to high pest population in these areas.

Shipping nurseries located in generally infested areas ship plant material to non-infested areas, increasing the likelihood of artificial spread of the GWSS. These nursery treatments are critical to the control and suppression of the GWSS in that the treatments kill the GWSS in shipped plant material, thereby reducing the artificial spread of GWSS via nursery shipments. In addition, the treatments provide added protection against the artificial spread of GWSS by decreasing the GWSS pest population – less GWSS in the vicinity reduces the possibility of GWSS flying into a truck in a nursery loading area. Lastly, and of great importance, the treatments decrease the pest population by preventing egg laying when treatments take place at the appropriate time – before the GWSS emerge from the egg masses and while the GWSS are still in the nymphal stage, before they become egg-laying adults.

As an added benefit to California's economy, these treatments allow the nurseries to continue shipping their product, particularly during the peak shipping seasons. The California nursery industry has an economic value of over \$3 billion [California Agricultural Resource Directory 2008-2009] and 75% of this economic activity is generated during the peak shipping seasons.

The most common reason for rejection of a shipment at the destination nursery is the presence of egg masses on the nursery stock. As mentioned above, these treatments decrease the pest population and resultant egg-laying, helping to eliminate the primary reason for rejection at destination.

Also, by reducing the pest population, the nurseries are able to continue shipping their product, as the decreased pest population results in lower numbers of GWSS trapped in nurseries.

In a non-infested nursery, traps are placed at a minimum of one trap per one-half acre in the nursery growing areas and not less than two traps per one-half acre in the staging areas<sup>1</sup>. If the staging area traps exceed three GWSS adults in the same one-half acre in a two-week period, the nursery must immediately suspend all shipments to non-infested areas, and treat the surrounding area.

In an infested nursery, traps are placed at a minimum of two traps per one-half acre in the staging areas. (Traps are not placed in the nursery growing area.) If the staging area traps exceed three GWSS adults in the same one-half acre in a two-week period, the nursery must immediately suspend all shipments to non-infested areas, and treat the surrounding area. In addition to placing traps, inspection and treatment of the nursery stock are required prior to shipping, and the shipment is again inspected upon arrival at destination.

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<sup>1</sup> Staging areas are the areas where nursery stock is gathered prior to loading into trucks for shipment. Treatments prior to shipment may also be conducted in the staging areas.

In an Approved Treatment Program (ATP) nursery, traps are placed at a minimum of one trap per one-half acre throughout the nursery growing areas and two traps per one-half acre in the staging areas. If the traps exceed 10 GWSS in the same one-half acre in a two-week period, host material within a 100' radius around the traps indicating greater than 10 GWSS may not be shipped and must receive treatment. Host material outside of the 100' radius may still be shipped.

When the number of GWSS trapped exceeds the minimum thresholds, shipments may not resume for a minimum of two weeks in non-infested and infested nurseries, a minimum of five days in ATP nurseries, and possibly longer in all types of nurseries depending on the number of GWSS subsequently found in the traps.

### **Nursery Treatment Program**

The Nursery Treatment Program consists of treatments of nursery stock with approved pesticides, by helicopter and/or ground application, in participating nurseries. The nurseries are located in rural areas only; therefore, applications are not conducted on or over urban/residential areas, schools, or hospitals.

Nurseries submit applications to CDFA for participation in the Program. The application is in the form of an estimate for nursery treatment that includes the nursery name and location, total acreage proposed to be treated, map of the area(s) proposed for treatment, proposed treatment dates, estimated costs for labor, proposed chemical to be used, rate of application per acre, method of application, and chemical costs, and any other costs. CDFA reviews and approves or denies the application, in writing, based on the criteria for qualified shipping nurseries (see below), and the total funding available. CDFA forwards the approved application to the County when a nursery is approved for participation in the Nursery Treatment Program.

If approved, the individual nursery is responsible for arranging the treatments. The nursery contacts a licensed Pest Control Business (PCB) of its choosing, and a work order is generated by the company for the work to be performed. Helicopters are provided by the PCB. Treatments comply with all applicable laws and regulations, and in an environmentally responsible manner.

Timing of the treatments is important. The treatments are either scheduled to coincide with the peak adult population to reduce the number of egg laying adults or emergence of the nymphs from the egg masses so that those emerging nymphs are killed upon contact with the chemical. Also, nymphs are not able to fly so are not as mobile as the flying adults; therefore, it is important that treatments take place in the nymphal stage, or the opportunity to kill the GWSS is lost at worst and severely decreased at best. Lastly, killing the GWSS before it reaches the adult stage eliminates the egg laying that produces the next generation of GWSS.

Upon completion of the treatment, the nursery submits a Pesticide Use Report (PUR) to the County. The PUR contains information such as the chemical applied, dilution of chemical, amount of chemical applied, date and time of application, rate of application per acre, method of application, location of application, number of acres to which chemical applied, permit number, re-entry interval.

The County reviews the PUR to ensure the nursery is using the appropriate chemical, method, and rate of application. CDFA may also conduct "spot checking" of treatments by visually observing the treatment as it is applied.

Nurseries submit invoices for treatment costs to the County for reimbursement, and the County then invoices PDCP for reimbursement of the County reimbursements to the nurseries.



PDCP monitors the pest population in the areas in and surrounding the participating nurseries, and compiles information regarding the number of shipments, plants, rejections.

### **Qualifying Shipping Nursery**

Criteria for qualified shipping nurseries:

1. Nursery must be a shipping nursery near commercial citrus.
2. Nursery must be under a current/valid compliance agreement.
3. Nursery must regularly ship to non-infested areas of California.
4. Nursery must submit an application for participation in treatment program.
5. Estimated costs for treatment must be reasonable.

Additional criteria that may be used:

1. Number and frequency of shipments by the nursery.
2. Whether the nursery has an active pest management plan.
3. Whether the nursery is under a quarantine/shipping hold.
4. Extent of pest population.

### **County Responsibilities**

The County will be responsible for reimbursement to the qualified nurseries for their costs incurred for treatments, but only after receiving reimbursement from CDFA. Riverside County may also be responsible for reimbursement to at least one qualified nursery in San Diego County as one nursery in San Diego County has expressed interested in participating in the Nursery Treatment Program while San Diego County has declined to participate in the Nursery Treatment Program. The interested nursery in San Diego County is in close proximity to the Riverside County boundary, and is owned by a qualified nursery that has its main location in Riverside County.

In addition, the County will ensure all activities follow CDFA management practices and any necessary mitigation measures required.

The County will also be responsible for the following:

1. Assist CDFA in identifying qualified nurseries upon request.
2. Assist CDFA with identifying the appropriate timing of treatment, upon request. Treatment timeframes, weather permitting, should be coordinated with peak GWSS populations and in consultation with CDFA.
3. Review the PURs to ensure the nursery is using the appropriate treatment method (helicopter or ground application).
4. Review the PURs to ensure the nursery utilized an approved product listed in the GWSS Nursery Shipping Protocol that would give the best efficacy for this endeavor, and determine if the amount used is appropriate.
5. Certify that the PUR was reviewed and consistent with the treatment outlined on the invoice (in compliance with the label requirements as detailed by the Department of Pesticide Regulation, including host material and application rate).
6. Invoice the Pierce's Disease Control Program, providing supporting documentation for each nursery upon request. The county will retain the detailed supporting documentation for a minimum of five years.
7. Provide status reports to CDFA upon request.

### **CDFA Responsibilities**

CDFA will be responsible for the following:

Request that qualified nurseries submit the following information to be considered in the Nursery Treatment Program:

1. Nursery name and location
2. Total acreage proposed to be treated
3. Map of the area(s) proposed for treatment
4. Proposed treatment dates
5. Method of application
6. Estimated costs for labor
7. Proposed chemical to be used
8. Rate of application per acre
9. Chemical (insecticide) costs
10. Any other costs

In addition, once nurseries are approved to be participants of the Nursery Treatment Program, CDFA shall:

1. Consult with the nursery regarding the treatment plan, if necessary.
2. Ensure treatments are in compliance with all applicable laws and regulations, and in an environmentally responsible manner.
3. Notify the County when treatment occurs.
4. Ensure the nursery submits invoices to the County for approval and reimbursement, including a PUR for the treatments.

CDFA shall also be responsible for overseeing multiple treatments of qualified nurseries:

1. Identify and approve qualified shipping nurseries that apply for participation in the Nursery Treatment Program in Riverside County and, if applicable, in San Diego County.
2. Recommend the appropriate time to perform treatments.
3. Ensure the nursery is using the appropriate treatment method (systemic or foliar, ground or aerial application).
4. Ensure the nursery chooses a pesticide and appropriate rate of application that would give the best efficacy for this endeavor.
5. Conduct "spot checking" of treatments by visually observing treatments, if necessary, to ensure that treatments are in compliance with the label requirements as detailed by the Department of pesticide Regulation, including host material and application rate.
6. Provide the approved nurseries with a detailed and uniform invoice template to be submitted to the County upon completion of treatment by the nurseries.
7. Process approved invoices for reimbursement to the County.
8. Monitor the pest population in the areas in and surrounding the participating nurseries.
9. Maintain communication with the San Diego County Agricultural Commissioner's Office concerning treatments.
10. Compile information regarding the number of shipments, plants, rejections for the nursery treatment program.

**Riverside County  
Nursery Treatment Program  
Estimated Budget  
July 1, 2022 – June 30, 2024**

*Estimated: 1-3 Nurseries*

Labor Costs

Helicopter Applications - 928 acres at \$48/acre	\$ 44,544.00
Ground Applications - 16 acres at \$33/acre	<u>\$ 528.00</u>
Total labor	\$ 45,072.00

Insecticide Costs

Chemicals	\$ 50,845.12
(Acceptable products listed in the GWSS Nursery Shipping Protocol)	

Administrative Costs

To oversee qualified nurseries participating in the Nursery Treatment Program in San Diego County and Riverside County	<u>\$ 4,082.88</u>
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<b>Total Budget</b>	<b>\$100,000.00</b>
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