

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



ITEM: 3.7
(ID # 19501)

MEETING DATE:
Tuesday, August 02, 2022

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 21-0595-018-SF with California Department of Food and Agriculture for the European Grapevine Moth Detection Program effective January 1, 2022 through December 31, 2022, All Districts. [\$25,135 Total Cost - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 21-0595-018-SF with California Department of Food and Agriculture for the European Grapevine Moth Detection Program, effective January 1, 2022 through December 31, 2022, in the amount of \$25,135; and
2. Authorize the Chair of the Board of Supervisors to sign the agreement on behalf of the County.


ACTION:Policy


Delia Cioc, Assistant Agricultural Commissioner. 7/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: August 2, 2022
xc: Agric. Comm.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Last Fiscal Year:	Current Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 12,567.50	\$ 12,567.50	\$ 25,135	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: California Department of Food and Agriculture			Budget Adjustment:	No
			For Fiscal Year: 21/22 & 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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 10.5% of this economic contribution, with about 11,000 planted acres county wide.

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 jeopardize 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.

Impact on Citizens and Businesses

Residents and businesses will be positively impacted in that this invasive species, which is injurious to landscape and agricultural grape plants, will be prevented from entering and becoming established within the county and the State. This will result in continued export commerce for our table and wine grape growers/distributors, reduced pest control efforts/costs and therefore an increased quality of life.

Contract History and Price Reasonableness

This agreement has been renewed each year since its inception in FY 2009/10 and the dollar amount covers all related costs.

ATTACHMENTS:

Attachment A: **Cooperative Agreement No. 21-0595-018-SF**

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



Jason Farin, Principal Management Analyst 7/25/2022

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	18-0633-000-MU
Cooperator Tax Id #	68-0325104
Expiration Date	5/20/24

- (i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or
- (ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) Exceptions

Nothing in this subsection affects—

(A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

- (i) individual owner, operator, or producer; or
- (ii) specific data gathering site; or

(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) Condition of other programs

The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph (4)(C).

(6) Waiver of privilege or protection

The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

(Pub. L. 110-234, title I, §1619, May 22, 2008, 122 Stat. 1022; Pub. L. 110-246, §4(a), title I, §1619, June 18, 2008, 122 Stat. 1664, 1750.)

CODIFICATION

Pub. L. 110-234 and Pub. L. 110-246 enacted identical sections. Pub. L. 110-234 was repealed by section 4(a) of Pub. L. 110-246.

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

APPENDIX A

7 U.S.C.

United States Code, 2011 Edition

Title 7 - AGRICULTURE

CHAPTER 113 - AGRICULTURAL COMMODITY SUPPORT PROGRAMS

SUBCHAPTER V - ADMINISTRATION

Sec. 8791 - Information gathering

From the U.S. Government Printing Office, www.gpo.gov

§8791. Information gathering

(a) Geospatial systems

The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) Limitation on disclosures

(1) Definition of agricultural operation

In this subsection, the term "agricultural operation" includes the production and marketing of agricultural commodities and livestock.

(2) Prohibition

Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

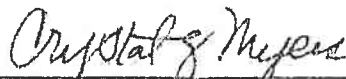
(3) Authorized disclosures

(A) Limited release of information

If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	18-0633-000-MU
Cooperator Tax Id #	68-0325104
Expiration Date	5/20/24

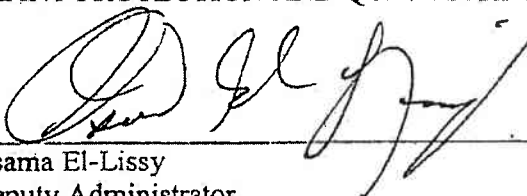
CALIFORNIA DEPARTMENT OF FOOD AND
AGRICULTURE


Crystal Myers, Branch Chief
4/24/19
Date

CALIFORNIA DEPARTMENT OF FOOD AND
AGRICULTURE


Nick Condos, Director, PHPPS
4-4-19
Date

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


Osama El-Lissy
Deputy Administrator
5/6/19
Date

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

nonexclusive, royalty-free basis.

Inventions made in the performance of this cooperative work may be subject to the applicable statutes and regulations governing inventions, patents and licensing, at 35 U.S.C. §200-210 and 37 C.F.R. Part 401 and 404 (the Bayh-Dole Act). When applicable, the provisions of the Bayh-Dole Act and its regulations shall be determinative, anything in this Article to the contrary notwithstanding.

Further details regarding intellectual property shall be included in working plans as appropriate per Article 3 of this agreement.

ARTICLE 12 - MISCELLANEOUS

a. The Parties to this Memorandum shall comply with all Federal statutes, regulations and directives relating to nondiscrimination and that may apply to the cooperative activities conducted under the auspices of this Memorandum.

b. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Memorandum or to any benefit to arise there from, unless it be made with a corporation for its general benefit.

ARTICLE 13 - DURATION, AMENDMENTS, AND TERMINATION

This Memorandum shall become effective upon the date of final signature, and shall remain in effect for 5 years. This Memorandum may be modified or renewed upon mutual agreement of the Parties in writing, and may be terminated at the request of either Party. Requests for any major modification or termination shall be submitted, in writing, to the other Party for consideration not less than 60 days in advance of the desired effective date.

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

employees of the USDA and the CDFA shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the United States or be assigned or licensed to the United States of America (Government) or be assigned or licensed to the CDFA, or jointly owned by the Government and CDFA, as may be mutually agreed upon by the Parties hereto, provided, that in the event of assignment or license to the CDFA, the Government shall retain an irrevocable, nonexclusive, royalty-free license under the patent, throughout the world, to practice the invention or have the invention practiced for or on behalf of the Government, and provided further, that in the event of assignment or license to the Government, it shall be of the domestic patent rights.

Where the domestic patent rights are assigned or licensed to the Government, the Government shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within eight months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned or licensed to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent that may issue thereon in any foreign country, including the power to issue sublicenses for use on behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense licensees under the Government-owned or licensed United States patent to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or this foreign assignee.

Any invention made in the performance of this cooperative work solely by an employee or employees of the USDA or solely by an employee or employees of the CDFA shall be disposed of in accordance with the policy of the USDA or CDFA, respectively, provided, that in the event the invention is made solely by an employee or employees of the CDFA, the CDFA shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, world-wide, royalty-free license for the Government, to practice the invention or have the invention practiced for or on behalf of the Government, and provided further, in the event the invention is made solely by an employee or employees of the CDFA, that unless the CDFA or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a

USDA, APHIS Agreement #.	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

instances, the Party publishing the material will give due credit to the other cooperating parties, but will assume full responsibility for any statements on which there is a difference of opinion.

The CDFA may assert copyright in any aforesaid material developed by the CDFA that is subject to copyright. The Federal Government shall reserve a worldwide, royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the material for Federal Government purposes, and to authorize others to do so.

ARTICLE 10 - FINANCING AND FUNDS MANAGEMENT

a. This Memorandum defines the basis on which the Parties will cooperate, and does not constitute a financial obligation or serve as a basis for incurring expenditures. Each Party will handle and expend its own funds. Any and all expenditures from Federal funds by APHIS made in conformity with cooperative programs and activities conducted under this Memorandum must be in compliance with USDA rules and regulations, and in each instance based upon appropriate financial documentation. Expenditures made by the CDFA will be in accord with its laws and regulations.

b. The responsibilities assumed by each of the cooperating Parties are contingent upon funds being available from which the expenditures legally may be made.

c. State funds for cooperative programs and activities conducted under this Memorandum shall not be expended by a Federal employee, even if the CDFA does not have a representative stationed in the locality of the cooperative activities. Federal employees may handle the CDFA's accounts for cooperative activities, but shall forward all vouchers to the disbursing agent of the State for payment. The CDFA shall not send checks payable to Federal employees or send checks payable to "Cash" or "Bearer" to Federal employees for payment of local expenses.

d. Cooperative program activities that may result in exchange, transfer, reimbursement, off-setting, or any other means of moving funds from one Party to the other are not authorized under the terms of this Memorandum. All such activities shall be documented and supported by separate financial documentation in compliance with all applicable Federal and State laws and regulations.

ARTICLE 11 - INTELLECTUAL PROPERTY

Any invention made in the performance of this cooperative work jointly by an employee or

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/20/24

Appendix A) and related APHIS-PPQ guidance. The CDFA understands that it may not release any of the data provided by APHIS-PPQ since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Memorandum and applicable Federal laws and regulations, to the APHIS-PPQ Legislative and Public Affairs, Freedom of Information and Privacy Act Office, 4700 River Rd. Unit 50, Riverdale, MD 20737, (301) 851-4102. Additionally, the CDFA agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS-PPQ to protect from release or disclosure any data provided by APHIS-PPQ that is subject to 7 USC §8791.

ARTICLE 7 - ENVIRONMENTAL

Consistent with the provisions of the Council on Environmental Quality regulations (40 CFR 1500 – 1508) implementing the National Environmental Policy Act (NEPA), the Parties to this Memorandum agree to cooperate in the preparation and completion of all NEPA environmental analyses and documentation requirements (including mitigation requirements) for any project for which APHIS prepares any NEPA documentation and analysis related to any cooperative program created or initiated to carry out or accomplish the purposes of this Memorandum.

ARTICLE 8 - PROGRAM PERSONNEL

a. APHIS personnel are solely APHIS employees and are solely under APHIS' control and direction.

b. Personnel of the CDFA are solely CDFA employees and are solely under CDFA control and direction.

ARTICLE 9 - PUBLICATIONS

Subject to the limitations of Article 6, each of the Parties to this Memorandum shall be free to use in its official correspondence and publications any of the results obtained in cooperative plant protection and quarantine programs conducted under this Memorandum, giving due acknowledgment and credit to the other Party. Publication may be joint or independent, as may be agreed upon by the Parties, always giving due credit to the other cooperating Parties, and recognizing within proper limits the rights of the individuals doing the work. In case of failure to agree as to the manner of publication or interpretation of results, either Party may publish such material after due notice and submission of the proposed manuscripts to the other Party. In such

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The Parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each Party is responsible for transmitting the provided data to its own authorized employees, cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each Party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other Party is not released to anyone that is not authorized to receive it.

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

c. Data Restrictions: The CDFA agrees and acknowledges that the data provided by APHIS-PPQ pursuant to this Memorandum is solely APHIS-PPQ data and as such is or may be subject to the confidentiality provisions of 7 USC §8791 of the Food, Conservation, and Energy Act of 2008 (formerly Section 1619 of the 2008 Farm Bill) and the Privacy Act of 1974; and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by 7 USC §8791. The CDFA further agrees and acknowledges that if 7 USC §8791 does apply to some or all of the APHIS provided data, that pursuant to 7 USC §8791, the CDFA is bound to and will comply with 7 USC §8791 (copy attached as

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

f. Solicit, as appropriate and applicable, the cooperation of State Universities, Agricultural Experiment Stations, Agricultural Extension Service, and similar State organizations to provide, among other things, their facilities, personnel, and assistance to accomplish the cooperative plant protection and quarantine programs and activities.

g. Submit plant pests that are suspected new introductions into the United States to the USDA, National Identification Services recognized authority as applicable with collection data for final identification.

h. If applicable, when connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security Program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

i. If applicable, work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: Departmental Regulation: Security Assessment and Authorization. The regulation is based on applicable National Institute of Standards and Technology (NIST)

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

b. Collaborate in the planning and implementation of cooperative plant protection and quarantine programs in the State of California.

c. Provide the acronym of state agency with pertinent information relating to the cooperative plant protection and quarantine programs within the State.

d. Develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities.

ARTICLE 5 - RESPONSIBILITIES OF CDFA

The CDFA agrees to:

a. Furnish the services of a mutually acceptable State official, whose duties shall include the direction of the State's personnel who are engaged in cooperative plant protection and quarantine programs, as well as to all matters related to the enforcement of State laws and the effective utilization of personnel and facilities of its organizations conducting the cooperative work. This State official will participate in joint planning, direction, and execution of cooperative work programs pursuant to this Memorandum.

b. Provide APHIS with pertinent information relating to the cooperative plant protection and quarantine programs within the State.

c. Undertake directly, or in cooperation with the State agencies having the appropriate jurisdiction, such enforcement and compliance measures as may be necessary for the effective enforcement of the State's plant protection and quarantine laws and regulations, including State regulations governing the intrastate movement of regulated articles.

d. In accordance with the applicable State laws and regulations, authorize specified APHIS plant protection and quarantine personnel to enter upon private property pursuant to the authority of State law when necessary for the purposes of conducting inspections or surveillance work regarding plant protection and quarantine programs and ensuring compliance with plant protection and quarantine laws.

e. Revise State regulations, or promulgate new regulations, when such action is necessary or advisable, to ensure the effective implementation of plant protection and quarantine programs and activities.

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/20/24

ARTICLE 3 - MUTUAL RESPONSIBILITIES OF THE PARTIES

The Parties agree that:

a. This Memorandum supersedes all existing Memoranda of Understanding, and supplements and/or amendments thereto, between APHIS-PPQ and CDFA relating to the Parties' cooperative activities to protect the Nation's agricultural, horticultural, timber, plant, and other resources from damage caused by plant pests and noxious weeds within the State of California, with the understanding that the Parties' cooperative plant protection and quarantine programs now in progress pursuant to existing Memoranda of Understanding shall continue under this Memorandum of Understanding, if consistent herewith.

b. Any things of value that a Party contributes to cooperative plant protection and quarantine programs, such as funds, personnel, facilities, supplies, and equipment, shall be specified and agreed to by execution of a separate and distinct written agreement, apart from this Memorandum, that is in compliance with all applicable Federal and State laws and regulations.

c. Cooperative programs and activities initiated to carry out the purposes of this Memorandum shall be planned, agreed upon, and implemented jointly by the Parties. Likewise, cooperative work plans and methods of procedure shall be prepared jointly, and shall be subject to revision by agreement of the Parties as progress of the work justifies.

d. Copies of cooperative work plans will be filed with each of the cooperating Parties.

e. Periodic progress reports of cooperative programs and activities shall be prepared and furnished by each of the cooperating Parties, as required and/or mutually agreed upon by the Parties.

f. The Parties will collaborate to identify components of the agricultural quarantine inspection program at CDFA ports of entry where additional personnel and resources are needed to ensure appropriate program delivery of pest exclusionary efforts.

ARTICLE 4 - RESPONSIBILITIES OF APHIS

APHIS agrees to:

a. Provide leadership in planning and implementing cooperative plant protection and quarantine programs through APHIS regional, state, and work unit organizations.

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	18-0633-000-MU
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE (APHIS-PPQ)
AND THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

ARTICLE 1 - PURPOSE AND SCOPE

The purpose of this Memorandum is to provide for effective cooperation between the Parties to protect the Nations' agricultural, horticultural, timber, plant, and other resources from damage caused by plant pests or noxious weeds. The scope of this Memorandum encompasses cooperative plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern. The Parties believe that effective cooperation between them in planning and implementing plant protection and quarantine programs will help attain the Parties' mutual objective of protecting the Nation's plant health.

ARTICLE 2 - AUTHORITIES

This Memorandum is entered into by APHIS under the Plant Protection Act, as amended (7 USC 7701 et seq.) (PPA) which, in part, authorizes the Secretary of the United States Department of Agriculture (USDA) to cooperate with States or political subdivisions thereof, domestic or international organizations or associations, and individuals to carry out the PPA. In addition, pursuant to 7 USC 2279g, the Federal and State Parties may cooperate to carry out programs to protect the nation's plant resources and pursuant to 7 USC 2814, the Parties can cooperate on the management of undesirable plants on Federal lands.

This Memorandum is entered into by the CDFA pursuant to California Food and Agriculture Code (Section 482 (a)) Statutes that authorizes CDFA to cooperate with APHIS to conduct plant protection and quarantine programs and activities to accomplish the purpose of this Memorandum, including the phytosanitary inspection of plants and plant parts and the products thereof, and to contribute a just proportionate share of the resources necessary to carry out mutually agreed upon cooperation programs and activities.

County Trapping Financial Plan
European Grapevine Moth (EGVM)
FY 2021/2022 - FY 2022/2023
January 1, 2022 - December 31, 2022
County: Riverside

Personnel Costs					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agriculture and Standards Investigator I-IV	\$36.00	\$17.00	\$53.00	290.00	\$15,370.00
Detection Total:				290	\$15,370.00
* Billable Detection Hours:				282	
Non-Detection Positions					
Deputy Commissioner	\$50.00	\$24.00	\$74.00	15.00	\$1,110.00
Supervising ASI	\$41.00	\$19.00	\$60.00	20.00	\$1,200.00
Office Assistant	\$24.00	\$12.00	\$36.00	20.00	\$720.00
Non-Detection Total:				55	\$3,030.00
2022 Total Personnel Cost:					\$18,400.00

* The "Detection Total" must not exceed the Detection "Billable Hours" on the Financial Plan.

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

County Trapping Financial Plan
European Grapevine Moth (EGVM)
FY 2021/2022 - FY 2022/2023
January 1, 2022 - December 31, 2022

County: **Riverside**

Personnel Services										
	# of Traps		Servicings/ Year/ Trap	=	Servings/ Year	Average Traps Serviced/Hour	=	Hours/ Year	Billable Hours	
Detection Trapping	200	x	14.08	=	2816	11	=	256.00	282 *	
Non-Detection Trapping Hours (Total hours pulled from Personnel Cost Work Sheet)									55	
									Total Hours:	337
									Subtotal Personnel Cost:	\$18,400.00
									Overhead: 25%	\$4,600.00
									Calendar Year 2022 Total Personnel Cost:	\$23,000.00
Operating Expenses										
Travel									\$0.00	
Printing									\$0.00	
Postage/Freight									\$0.00	
Miscellaneous Field Supplies									\$0.00	
Miscellaneous Office Supplies									\$0.00	
Contractual Costs (if any)									\$0.00	
									Total Operating Expense Cost:	\$0.00
Mileage										
			# of Vehicles		Est. Miles			Mileage Rates **	Total Mileage Cost	
			County Vehicles	4.0	912.0			0.585	\$2,134.08	
			State Vehicles	0.0	0.0			0.285	\$0.00	
									Leased Vehicles Total Cost:	\$0.00
									Total Mileage Cost:	\$2,134.08
Calendar Year 2022 Total Cost:									\$25,135.00	

EGVM TRAPPING SEASON						
March	April	May	June	July	August	September
Weekly Servicings		Biweekly servicings		Monthly servicings (place or remove)		

Green = fillable cells to be completed by the County.

Dark Blue = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

Orange = Overhead %. 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.

* Hours/year plus 10% - calculated electronically. These are the total billable hours for Detection trapper(s) in the field. Should not exceed the "Detection Total" on the Personnel Cost Work Sheet.

** Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)

Project Leader Name:	Ruben Arroyo
Signature*:	
End Date:	December 31st, 2022

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment 1 - Tiering Strategy Checklist

Start Date:	January 1, 2022
Project Leader:	Ruben Arroyo
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of Riverside County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application.

arrives.

- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.
- Do not leave injured or incapacitated persons until proper medical assistance

- placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) to William Yoder at William.E.Yoder@usda.gov.
- e. Enter weekly trapping data reports into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS). If this cannot be accomplished, send weekly reports for entry into IPHIS to Jason Leathers (Jason.leathers@cdfa.ca.gov). Weekly submission of data reports is required in order for reimbursement to be processed.
16. Maps - Counties must use maps displaying the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.
17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
18. Submitting Specimens for Identification
- a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
- c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
- d. 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.
- e. Notify Jason Leathers (jason.leathers@cdfa.ca.gov) via email upon all submissions. Include the e-PDR number in this communication.

- g. GPS the site and enter the data onto the trap card, for entry into the USDA's Integrated Plant Health Information System (IPHIS) (see below).
- 11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.
- 12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.
- 13. Trap Replacement
 - a. It is recommended that traps be replaced at eight weeks under normal conditions. However, traps should be replaced earlier if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM.
 - b. Zip ties used to hang the traps should be reused, if not damaged.
- 14. Relocation
 - a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
 - b. As the vines grow, move traps to the upper third of the vine, as practical
 - c. Follow all pesticide regulations before entering a vineyard that has been treated.
 - d. If a trap is relocated, GPS the new site and enter the data into the IPHIS database.
 - e. When relocating, always use a new trap.
- 15. Data Entry into IPHIS
 - a. Trap data must be entered into the USDA Integrated Plant Health Information System (IPHIS).
 - b. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, -119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.
 - c. New GPS values must be taken and recorded for 2021. Do not re-use the 2020 GPS coordinates even if the 2021 trap site is utilizing a previously used map and trap card.
 - d. All GPS points will be verified by the United States Department of Agriculture (USDA) prior to being entered into IPHIS. Following completion of trap

8. Density

- a. Place up to 25 traps per square mile (1 trap per 25.6 acres).
- b. 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.
- c. Relative to 2020, lower-risk grids may be left untrapped or trapped at a reduced density at the Commissioner's discretion in consultation with the District Entomologist. Grids with or near grape processors, crush facilities, wineries, and vineyard management companies that handle or receive host material should continue to be trapped at 25 traps per square mile if possible.

9. Trapping Locations

- a. Place traps in commercial grape vineyards.
- b. Use a 5x5 subgrid overlay, placing up to one trap per subgrid.
- c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
- d. Place at least one trap in all vineyards within 300 meters of any grape processing facilities, even if this results in more than one trap per subgrid.

10. Trap Placement

- a. 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 Japanese beetle 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.
- b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
- c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
- d. Ensure traps are at least 20 meters (65 feet) from any other trap that contains a pheromone lure for a different moth target species.
- e. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
- f. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.

EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES

Fiscal Years 2021-22 and 2022-23

1. Eligible Counties - Any county with commercial grape acreage that has previously been in the EGVM program.
2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at www.cdfa.ca.gov/go/ITG, and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, the Guidelines take precedence.
3. 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.
4. 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.
5. Trap Assembly and Numbering
 - a. The county will receive unassembled traps which they will need to assemble. The lure will be placed inside the trap by the trapper.
 - b. Write the trap number and date of deployment on the trap body prior to placing the trap.
 - c. Trap numbers for EGVM will include the five-digit alpha-numeric grid number, subgrid designation, the identifying letters "EG.", and trap number within the subgrid (if applicable). For example: EV241-8-EG1.
 - d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
 - e. Open the lure pouch; squeeze the lure 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.
 - f. 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.
6. Trapping Season
 - a. Deployment should be completed by March 15, 2022, or as soon as weather permits after that date.
 - b. Remove traps during the first servicing after August 31, 2022 or after July 31st, 2022 if resources are limited.
7. Hosts to be Trapped - Grapes.

California Department of Food and Agriculture

European Grapevine Moth (EGVM) Program

Budget Period FY 2021/2022 & FY 2022/2023

Email invoices to: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

CDFA USE ONLY

Detection Personnel Costs

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Hours	0.00	Total Salaries	\$0.00

Non-Detection Personnel Costs

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Hours	0.00	Total Salaries	\$0.00

* The Hourly Rate must include Hourly Wage and Benefit Rate

Personnel Subtotals	\$0.00
Overhead **	0%
Personnel Total	\$0.00

** Overhead percent is editable, must not exceed 25%

Operating Expenses

	Total
Travel	\$0.00
Printing	\$0.00
Postage/Freight	\$0.00
Miscellaneous Field Supplies	\$0.00
Miscellaneous Office Supplies	\$0.00
Contractual Costs	\$0.00
Total Operating Expenses:	\$0.00

Mileage Costs

	Total Miles	Rate	Total
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Leased Vehicles	0.00	0.000	\$0.00
Total Mileage Cost:			\$0.00

Invoice Total Cost: \$0.00

Remit payment to:
Contact Person
Mailing Address
Contact Phone No
Contact Email

Green = Fillable cells to be completed by the County.

Purple = Subtotals and totals. These contain formulas - DO NOT MODIFY!

Orange = Instructions.

- i. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

- d. Only authorized charges matching the Financial Plan will be reimbursed; for example hourly rates, overhead, supplies, vehicle mileage costs, etc. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
- e. The Invoice template provided with the county cooperative agreement must be used and must contain the following:

- i. County name
- ii. Remit to address
- iii. Date of submittal
- iv. Invoice number
- v. Agreement name
- vi. Agreement number
- vii. Billing period
- viii. If revised, include the date invoice was submitted
- ix. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate.
NOTE: The number of hours worked claimed on the invoice must match those documented on the Report 1.
- x. Number of vehicles, ownership of the vehicle (such as county, state, or leased), allowable mileage rate for the vehicle.
- xi. Invoices must be named following the standard convention detailed below:

County Name, last three # digits on your Agreement #, Month of Services, Year of Service, Program Activity (EGVM).

Example: Tulare001JUN22PD

- f. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.
- g. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch.
- h. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of invoice.

be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

17. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.
18. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.
19. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.
20. 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.
21. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.
22. Complete a monthly Pest Detection Report 1 online, documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicing's. Do not count trap relocations as "removed" and then "added." The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:
<http://phpps.cdfa.ca.gov/countyReports/ReportOne.aspx>.
23. Submit invoices monthly by e-mail to the CCC.
 - a. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. The subject line of the email must contain the county name. Submit invoices to
cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov
 - b. Ensure the corresponding Report 1 is submitted online prior to submitting the invoice. Reimbursement will not occur unless the trapping Report 1 is submitted online at <http://phpps.cdfa.ca.gov/countyReports/ReportOne.aspx>.
 - e. Payment of the invoice is contingent upon compliance with the required information as listed in item 2.24.c.
 - c. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

10. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.
11. Participate in new delimitation activities if requested to do so by the CDFA.
12. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the Pest Detection/Emergency Projects Branch County Contracts Coordinator (CCC) cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>.
13. Ensure that trap data is entered into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS), as detailed in the EGVMTG.
14. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.
15. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
16. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall

4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.
5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.
 - a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
 - b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.
6. Place and service the specified number of traps as indicated on the Financial Plan.
7. Place traps at the beginning of the season so that full deployment is completed by March 15, 2022, or as soon as weather permits after that date. Ensure that EGVM traps are serviced every two weeks. Remove traps at the first servicing after August 31, 2022 or after July 31st, 2022 if resources are limited.
8. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid. Links to the Map Books and GIS layers are at <http://maps.cdfa.ca.gov/TrapBooks>.
 - a. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number “1” EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
 - b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper's initials for each activity.
9. Ensure that all sites trapped are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps if they are relocated.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING

Fiscal Years 2021-22 and 2022-23

Effective Dates: January 1 to December 31, 2022

AGENCY RESPONSIBILITY

Section 1

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

1. Provide all trapping materials, such as 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 county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY2021-22 and 2022-23 (EGVMTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the EGVMTG is provided along with this agreement.
4. Provide annual training programs for county trapping supervisors and trappers.
5. May provide quality control (QC) of the county trapping program via inspections and QC plants.
6. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at <http://www.cdfa.ca.gov/plant/peir/>.

Section 2

The County Agricultural Commissioner shall:

1. Hire and/or train personnel.
2. Provide and maintain trapping vehicles.
3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
 2. Makes efforts to commercialize the subject invention through patent or licensing;
 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

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

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT 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.

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.

28. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

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

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.

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.

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.

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.

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 A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	Pending
Effective Dates for CDFA:	January 1, 2022 through December 31, 2022
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

- CDFA hereby awards an Agreement to the Recipient for the project described herein:
County shall place and service traps for the detection of the European Grapevine Moth in order to prevent the introduction and spread of the injurious insect.

Project Title: European Grapevine Moth

- The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Joanna Fisher	Name: Ruben Arroyo
Division/Branch: Plant Health / Pest Detection, Emergency Projects	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: 916-202-0879	Phone: 951-955-3022
Email Address: joanna.fisher@cdfa.ca.gov	Email Address: agdept@rivco.org

- The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Rudy Martinez	Name: Erik Downs
Division/Branch: Plant Health / Pest Detection, Emergency Projects	Organization: Agricultural Commissioner's Office County of Riverside
Address: 1220 N Street	Address: 3403 10 th St, Suite 701
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside, CA 92501
Phone: 916-584-4082	Phone: (951) 955-3004
Email Address: rudy.martinez@cdfa.ca.gov	Email Address: edowns@rivco.org

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.6/2022)

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

**AGREEMENT NUMBER
21-0595-018-SF**

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF RIVERSIDE
2. The Agreement Term is: January 1, 2022 through December 31, 2022
3. The maximum amount of this Agreement is: \$25,135.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information	2 Page(s)
Recipient and Project Information	
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED
AUG 02 2022

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

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FORWARDED TO COUNTY COUNSEL
BY: DANIELLE D. MALAND

AUG 02 2022 37

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 2, 2022, that the Chair is authorized and directed to execute on behalf of said County the Cooperative Agreement 21-0595-018-SF between Riverside County and California Department of Food and Agriculture (CFDA) providing: European Grapevine Moth Detection Program.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 

Deputy