

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
24-0236-009-SF

- 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 TULARE
- The Agreement Term is: October 1, 2024 through September 30, 2025
- The maximum amount of this Agreement is: \$454,997.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	Approved as to Form County Counsel By: <i>Makenzie Dunkel</i>	2 Page(s)
Exhibit B: General Terms and Conditions	Matter No. 20241367	5 Page(s)
Exhibit C: Payment and Budget Provisions		2 Page(s)
Exhibit D: Federal Terms and Conditions	ATTEST: JASON T. BRITT County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare	3 Page(s)
Attachments: Scope of Work and Budget	By: <i>[Signature]</i> Deputy Clerk	



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

RECIPIENT'S NAME (Organization's Legal Name)
COUNTY OF TULARE

BY (Authorized Signature)

[Signature]

DATE SIGNED

9/10/2024

PRINTED NAME AND TITLE OF PERSON SIGNING

LARRY MICARI, CHAIR, BOARD OF SUPERVISORS

ADDRESS

4437 S Laspina Street, Tulare, CA 93274

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

[Signature]
Andrea Perkins

DATE SIGNED

Digitally signed by Andrea Perkins

Date: 2024.09.12 12:01:02 -07'00'

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine
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:	October 1, 2024 through September 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	Yes

RECIPIENT AND PROJECT INFORMATION

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

Project Title: Asian Citrus Psyllid Year-round Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Fabian Velasco	Name:	Tom Tucker
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	COUNTY OF TULARE
Address:	1220 N Street	Address:	4437 S Laspina Street
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Tulare, CA 93274
Phone:	559-908-1653	Phone:	559-684-3350
Email Address:	fabian.velasco@cdfa.ca.gov	Email Address:	ttucker@tularecounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	ThuyVy Truong	Name:	Sam Conant
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	County of Tulare
Address:	1220 N Street	Address:	4437 S Laspina Street
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Tulare, CA 93274
Phone:	916-699-0161	Phone:	559-684-3355
Email Address:	thuyvy.truong@cdfa.ca.gov	Email Address:	sconant@tularecounty.ca.gov

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

4. RECIPIENT: Please check appropriate box below:

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

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 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no 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.

21. 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.

22. 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.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

24. 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.

25. 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. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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 are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. **Budget Contingency Clause**

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

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.

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.*

- 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.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING

Section 1

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

- A. Provide all yellow panel traps, trap parts, and handouts.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Trapping Guidelines FY 2024-2025 (ACPTG). The current version of the ACPTG is provided along with this Agreement and the ITG. The ITG is available from the Citrus Division District Manager or online at https://www.cdffa.ca.gov/plant/PDEP/Insect_Trapping_Guide/.
- D. Provide annual training programs for county trapping supervisors.
- E. Provide annual training to county trappers and follow up training, as needed, including training on CDFA's management practices and any necessary mitigations.
- F. Conduct quality control (QC) inspections of the county trapping program via field work inspections and county office visits.

Section 2

The County Agricultural Commissioner shall:

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
- C. Purchase supplies necessary to conduct field activities including permanent markers, paper clips, etc.
- D. Procure shipping supplies including boxes and packing tape.
- E. Ensure that supervisors attend training provided by the CDFA State Entomologist, Dr. Beucke (Kyle.Beucke@cdffa.ca.gov) or the Citrus Pest and Disease Prevention Division.

- F. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.
1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work and ACPTG shall supersede the ITG.
- G. Place and service the specified number traps as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223). The number of active traps must not exceed the number of traps indicated in the THYW, unless otherwise agreed to by the Citrus Division District Manager. If an agreement amendment is needed to modify the THYW, contact the Citrus Division District Manager. Barring any unique circumstances, modifications may be made up to 90 days prior to the expiration of the agreement.
- H. Trap placements:
1. Year-round trapping: Ensure traps are placed by the beginning of the season start date of October 1, 2024. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2025. Traps may be left in place if those trap sites are going to be used in the following ACP detection agreement period.
 2. Winter trapping: ensure traps are placed in October 2024 prior to the beginning of the season (November 1, 2024). Remove traps at the last servicing for the season so that all traps have been removed by April 30, 2025.
- I. Ensure that not more than one trap is placed per sub-grid or quint for general detection and not more than two per sub-grid for delimitation trapping.
- J. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at <http://maps.cdfa.ca.gov/TrapBooks>.
1. The naming convention for the STG is alphanumeric. Columns are named alphabetically (A – UW) and rows numerically (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 sub-grid, trap type, and an intra-quint or intra-sub-grid designation if more than one trap of that type is present, or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in grid EV241, sub-grid 18, trap type is ACP, and it is designated as number "1" ACP trap within that sub-grid.

2. Ensure that the unique trap number is written correctly on all traps, along with accurate placement and servicing dates, as appropriate. The following information must be indicated on each ACP trap:
 - a. Complete trap number, placement date, and trapper's initials on **both** non-adhesive sides of the trap when placing.

- K. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap map card. New GPS points must be recorded for traps when they are relocated or rotated.

- L. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), from October 1, 2024 through September 30, 2025, unless determined otherwise by the Citrus Division District Manager.

- M. Ensure that all traps removed from the field are sent to CDFA for screening. The word "Delimitation" must appear on the outside of the shipping box for traps removed from an ACP delimitation grid. The Citrus Division District Manager will provide guidance regarding which of the below facilities traps should be sent.

<p>CDFA Screening Facility 345 E. Tulare Avenue, Suite M Visalia, CA 93277 Attention: Mark Reis Phone: 559-636-7410</p>	OR	<p>CDFA Screening Facility 2710 Gateway Oaks Drive, Suite 210-S Sacramento, CA 95833 Attention: Nilan Watmore Phone: 916-274-6300</p>
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- N. Participate in new delimitation activities if requested to do so by CDFA.

- O. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's Checklist. A partially completed Attachment 1 – CDFA Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division District Manager. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the county project coordinator and emailed to the Citrus Division Data Analysis and Visualization Unit at CDFA_DL_CPDPD_DAVU@cdfa.ca.gov.

- P. Maintain a Daily Trapping Summary (DTS) (Form 60-210), or equivalent record, for each trapper. This form must be completed daily, signed by the trapper who performed the work and submitted to the trapping supervisor. At minimum, the record must specify the trapper's name, date, county, route/book, and number of traps placed, removed, serviced, relocated (if applicable), and total number of traps in service. Any alternate record keeping format used in lieu of the DTS form must be

agreed to by the Citrus Division District Manager or designee. The records must be available for immediate review by the Citrus Division District Manager or designee conducting the QC inspection. All DTS forms, or equivalent records, must be kept on file, for review by the CDFA Audits Office, for three years. The DTS form is available from the Citrus Division District Manager.

- Q. Complete the Monthly Detection Activity Report (MDAR) form, or equivalent documentation as agreed to by the Citrus Division District Manager, documenting all traps deployed, added, removed, and serviced during the month. Equivalent documentation may include, for example, a pest detection report generated through CalTrap. Any reporting format used in lieu of the MDAR must be agreed to by the Citrus Division District Manager or designee. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered a trap servicing. Do not count trap relocations as "removed" and then "placed." A copy of this form must accompany the monthly invoice. The MDAR form is available from the Citrus Division District Manager.
- R. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record and shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation, and removal.
- S. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- T. Maintain county wall maps with numbered square mile grids based upon the state trapping grid (STG), depicting the density of all currently deployed traps.
- U. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.
- V. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.
- W. Submit suspect ACP samples to the Plant Pest Diagnostics Center in Sacramento, California via the most expeditious method, no later than 24-hours after the initial identification. Notify the Citrus Division District Manager of suspect ACP submitted to the laboratory. See **Submitting Specimens for Identification** in the ACPTG.

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

- X. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- Y. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for piggybacked traps.

Submit invoices along with the Monthly Detection Activity Report Form, or equivalent documentation, no later than (30 calendar days) past the end of the month in which the invoiced activity occurred by e-mail to the Citrus Division County Contracts Coordinator, ThuyVy (Vy) Truong (Thuyvy.Truong@cdfa.ca.gov) and the designated Senior Environmental Scientist Supervisor as indicated below. Reimbursement will not occur unless the trapping Monthly Detection Activity Report Form, or equivalent documentation, is submitted with the invoice.

Counties	Supervisory Environmental Scientist
Fresno, Merced, San Benito	Lauren Murphy (Lauren.Murphy@cdfa.ca.gov)
Kern, Kings, Tulare	Fabian Velasco (Fabian.Velasco@cdfa.ca.gov)
Monterey, San Luis Obispo	Deborah Nardo (Deborah.Nardo@cdfa.ca.gov)
San Joaquin, Stanislaus, Placer	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)

Counties	Supervisory Environmental Scientist
Alameda, Contra Costa, San Mateo Santa Cruz, Lake, Napa, Solano, Sonoma	Ravneet Behla (Ravneet.Behla@cdfa.ca.gov)
Butte, Colusa, El Dorado, Glenn, Sacramento, Sutter, Tehama	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)

1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.
2. Only authorized charges matching the Financial Plan will be reimbursed; for example - salaries, benefits, overhead, supplies, vehicle mileage, and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Reimbursable items also include supplies procured to support field activities. Such items must be itemized as "Field Activity Supplies." Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
3. A sample invoice is included with this Agreement and is available from the Citrus Division District Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - a. County name

- b. Remit to address
 - c. Date of submittal
 - d. Invoice number
 - e. Agreement name
 - f. Agreement number
 - g. Billing period
 - h. Allowable itemized charges as listed on the Financial Plan:
 - i. Employee salaries. The following information must be included in the invoice: 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 Monthly Detection Activity Report Form, or equivalent documentation. Invoices received without this documentation will not be paid.
 - j. Vehicle expenses. The following information must be included in the invoice: vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease or rental rate for the vehicle.
- 4. Payment of the invoice is contingent upon submission of the Monthly Detection Activity Report Form, and compliance with the required information as listed in items one through three above.
 - 5. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.
 - 6. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.
 - 7. Payment will be made monthly, in arrears, upon receipt of the Monthly Detection Activity Report Form, or equivalent documentation, and approval of the invoice.
 - 8. Please note that CDFA cannot reimburse for more than the total Agreement amount.

ASIAN CITRUS PSYLLID TRAPPING GUIDELINES FY 2024-25

1. Trapping Season
 - a. Year-round Asian citrus psyllid (ACP) detection trapping occurs from October 1 through September 30.
 - b. Winter ACP detection trapping occurs from November 1 through April 30.

2. Trapping Locations
 - a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
 - b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
 - c. Conduct commercial trapping in commercial citrus groves only.
 - d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the Citrus Division District Manager prior to placement of these traps for approval.
 - e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division District Manager.

3. Trap Density - Traps shall be placed at the following densities. For detection traps, the Citrus Division District Manager will provide the appropriate number for each county within the ranges noted below.
 - a. Detection traps placed at five to 16 traps per square mile.
 - i. Counties with citrus production in excess of 10,000 acres must place a maximum of 16 traps per square mile in host trees only. Each trapping grid must be divided into 16 subgrids using a four-by-four grid layer.
 - ii. Counties with citrus production between 1,000 and 9,999 acres must place a maximum of nine traps per square mile in host trees only. Each trapping grid must be divided into nine subgrids using a three-by-three grid layer.
 - iii. Counties with citrus production less than 999 acres must place a maximum of five traps per square mile in host trees only. Each trapping grid must be divided into five subgrids using a quint grid layer.
 - b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
 - c. Commercial traps placed at one trap per 40 acres.

4. Inspection Frequency (see item 13 below for screening procedure).
 - a. Detection Survey – inspect and remove traps monthly for screening.
 - b. Delimitation Survey – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
 - c. Commercial Survey – inspect and remove traps every two weeks for screening.
5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.
6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.
7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp., and orange jasmine/jessamine. **Do not place traps in non-host trees.**
8. Trap Numbering
 - a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type ACP and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
 - b. Write the trap number, date of deployment, and trapper's initials on **both** interior non-adhesive sides of the trap body. It is easiest to do this before the trap is opened for deployment.
9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).
10. Trap Placement and GPS
 - a. Follow the parameters for ACP trap placement in the ITG.
 - b. All sites trapped must have Global Positioning System (GPS) coordinates recorded using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, -119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS coordinates of the host on the trap map card. New GPS coordinates must be recorded when traps are relocated or rotated.
11. Trap Relocation for Year-Round Detection Program
 - a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet. Note: relocation is not

required for counties that conduct ACP detection only during the winter season (November 1 through April 30).

- b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or a CDFA screening facility (see item 13 below for screening procedure). Record the GPS coordinates of the new site on the trap card.
 - i. Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
 - ii. Delimitation Survey – Relocate in consultation with the Citrus Division District Manager.
 - iii. Commercial Trapping – Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

12. Trap Replacement

- a. Replace traps monthly or with each relocation.
- b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

13. Screening of Traps – **All traps removed from the field must be screened for ACP before being discarded.**

- a. CDFA maintains screening facilities in Sacramento and Visalia, California for screening (addresses are below). Shipment costs for sending traps will be reimbursed by CDFA.
- b. Boxes sent to a screening facility must have the county written on the outside of the box, to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
- c. Screening facility addresses and contact information:

CDFA Screening Facility
345 E. Tulare Avenue, Suite M
Visalia, CA 93277
Attention: Mark Reis
Phone: 559-636-7410

CDFA Screening Facility
2710 Gateway Oaks Drive, Suite 210-S
Sacramento, CA 95833
Attention: Nilan Watmore
Phone: 916-274-6300

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

14. Submitting Specimens for Identification

- a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the county office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- b. Immediately contact the Citrus Division District Manager.
- c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer than 24-hours.
- d. If the suspect ACP is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
- e. Mailing address to submit specimens:

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832

- f. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- g. Notify the Citrus Division District Manager and the State Entomologist, Dr. Beucke at Kyle.Beucke@cdfa.ca.gov prior to sending the suspect specimens, so they can notify the PPDC that specimen are on the way. Include the e-PDR number in this communication.

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of COUNTY NAME County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

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	

	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	

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:	
Signature*:	
End Date:	

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

Monthly Detection Activity Report (MDAR) Protocol

Reporting Asian citrus psyllid (ACP) trapping activity to the Citrus Pest & Disease Prevention Division (CPDPD)

Please follow the steps below when completing the MDAR. The MDAR must be submitted to CPDPD along with the monthly invoicing no later than 30 days past the end of the month in which the invoiced activity occurred. CPDPD will not pay invoices submitted without the corresponding MDAR.

1. Add the county, and month/year for which the MDAR is being submitted.
2. Separate ACP detection activity into the following **ACP trapping activities**:
 - **Detection Traps:** Traps placed within detection grids and serviced monthly.
 - **Grove Traps:** Traps placed in commercial groves and serviced every two weeks.
 - **Delimitation Traps:** Traps placed in the four grids surrounding an ACP find site. Traps are serviced every week for the first month and serviced monthly thereafter for 11 months after the date of the most recent detection.

Note: For easy tracking, the MDAR pdf file is formulated to automatically calculate the trapping hours (in Reported hours), total reported hours, total traps in operation, and total month hours.

3. When filling in the trapping activity, separate the **number of traps** by action:
 - **Placed:** New traps placed in a new location. A trap placed is different than a trap relocation, as a newly placed trap would have been placed in that sub-grid for the first time that season.
 - **Serviced:** A trap that replaces an old or missing trap.
 - **Relocated:** An old trap is removed from property A and a new trap is placed at property B to take its place or a new trap is placed at property B because the previously placed trap at property A cannot be serviced. Relocated traps should not be counted under the *placed or removed* monthly activities.
 - Counties conducting year-round trapping should relocate and replace traps every four to eight weeks to another host at least 500 feet away from the previous site. Counties conducting winter trapping should only relocate traps if servicing becomes unsafe or impracticable.
 - **Removed:** A trap is removed from a host and no new trap was placed/serviced to replace the trap. A trap removal should not be confused with a relocation and should be reported separately. This number will NOT be automatically subtracted from the trap total cell, as it did in the previous MDAR version.
 - **Total Detection Traps in Operation / Total Grove Traps in Operation / Total Delimitation Traps in Operation:** The sum of all traps in use for a specific month. This number will need to be calculated for every trapping activity, as it will not be automatically populated like in the previous MDAR version. To calculate the total detection/grove/delimitation traps add the traps placed to the total detection/grove/delimitation traps in operation from the previous month and subtract the traps removed. For example, if the total detection traps in operation for June were 3,000 and in July 50 traps were placed and 25 traps were removed the total detection traps in operation for July would be 3,025.
 - **Detection Trapping Hours / Grove Trapping Hours / Delimitation Trapping Hours:** Number of hours spent by the trappers in each trapping activity during the month.

4. The **Reported hours** section will be used to list all ACP trapping activities, including administrative work.
 - **Trapping:** Number of hours spent for all ACP trapping activities during the month. It will be automatically populated using the data previously entered in the sheet.
 - **Administrative support:** Number of hours spent on administrative activities.
 - **Reporting:** Number of hours spent on completing invoices, MDARs, etc.
 - **Public outreach and contact:** Number of hours spent addressing public inquiries (e.g. correspondences via email, in-person, phone, etc.) related to ACP trapping.
 - **Training Staff:** Number of hours spent on training new staff working in ACP trapping.
 - **Total reported:** Automatically populated using the data entered in the sheet under reported hours.
5. **Trap Commitment Number:** Number of ACP traps serviced by the county as required by the agreement with CPDPD. This number may change during the agreement period if a county adds delimitation traps to their agreement in response to ACP detections.
6. **Total Miles driven:** Number of miles driven for all ACP detection activities during the month.
7. **Total Traps in Operation / Total Month Hours:** Automatically populated using the data entered in the sheet.
8. Name your file in this format: **Month_Year_MDAR_County** and send to Nilan Watmore (Nilan.Watmore@cdfa.ca.gov), Northern District Manager, or Jennifer Willems (Jennifer.Willems@cdfa.ca.gov), Central District Manager.

Figure 1: Example MDAR for Detection Trapping activities

California Department of Food and Agriculture
Citrus Pest and Disease Prevention Division

Monthly Detection Activity Report

County	Month/Year
XXXX County	November 2021

Activity	Number
Yellow Panel Traps - Detection	
Placed	10 traps
Serviced	40 traps
Relocated	traps
Removed	1 traps
Total of Detection traps in Operation	49 traps
Detection Trapping Hours	20 hrs
Yellow Panel Traps - Grove Trapping	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total Grove Traps in Operation	traps
Grove Trapping Hours	hrs
Yellow Panel Traps - Delimitation	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total Delimitation Traps in Operation	traps
Delimitation Trapping Hours	hrs
Reported hours	
Trapping hours	20 hrs
Administrative Support	2 hrs
Reporting	1 hrs
Public Outreach and Contact	0 hrs
Training Staff hours	1 hrs
Total Reported Hours	24 hrs
Trap Commitment Number	150 traps
Total Miles Driven	200 mi
Total Traps in Operation	49 traps
Total Month Hours	24 hrs

County	Month/Year

Activity	Number
Yellow Panel Traps - Detection	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total of Detection traps in Operation	traps
Detection Trapping Hours	hrs
Yellow Panel Traps - Grove Trapping	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total Grove Traps in Operation	traps
Grove Trapping Hours	hrs
Yellow Panel Traps - Delimitation	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total Delimitation Traps in Operation	traps
Delimitation Trapping Hours	hrs
Reported hours	
Trapping hours	0 hrs
Administrative Support	hrs
Reporting	hrs
Public Outreach and Contact	hrs
Training Staff hours	hrs
Total Reported Hours	0 hrs

Trap Commitment Number	traps
Total Miles Driven	mi
Total Traps in Operation	0 traps
Total Month Hours	0 hrs

Servicings per Year Table

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

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

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

California Department of Food and Agriculture

Agreement Name: ACP Detection Agreement

Agreement Number:

County:

Submit Invoice to: ThuyVy Truong (ThuyVy.Truong@cdfa.ca.gov) and fabian.velasco@cdfa.ca.gov

Invoice Number:

Billing Period:

Submittal Date:

Remit Payment to: [Insert County Address]

Asian Citrus Psyllid Detection Program

Agreement Number:

October 1, 2024 - September 30, 2025

Invoice for Period from [Month, Date, Year]

Personnel Services

Employee Name and Classification	Hours	Rate	Benefits	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	\$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
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
Total Hours:	<u>0.00</u>		Total Salaries:	<u>\$0.00</u>
		Total Personnel Services:		<u>\$0.00</u>
		Indirect (up to 25% of Personnel Services):		<u>\$0.00</u>
		Total Personnel Services:		<u>\$0.00</u>

Operating Expenses

Supplies		\$0.00
Subcontractor		\$0.00
Other Items of Expense		\$0.00
Total Operating Expenses:		<u>\$0.00</u>

Vehicle Usage

	Miles	Rate	
Vehicle Mileage	0.00	0.670	\$0.00
Total Mileage Cost:			<u>\$0.00</u>

Total Operating Expenses

Grand Total:

Agreement Amount	\$0.00
Billed to Date	\$0.00
Balance	\$0.00

TULARE

COUNTY DEPARTMENT OF AGRICULTURE

FY 2025-26 Asian Citrus Psyllid (ACP) Trapping Financial Plan

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

July 2025 - September 2025 (3-months)

A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Classification			
1	Ag & Standards Aide	38.50	48.00	1848.00
2		0.00	0.00	0.00
3		0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
7		0.00	0.00	0.00
8		0.00	0.00	0.00
9		0.00	0.00	0.00
10		0.00	0.00	0.00
11		0.00	0.00	0.00
12		0.00	0.00	0.00
13		0.00	0.00	0.00
14		0.00	0.00	0.00
15		0.00	0.00	0.00
		Subtotal:		1,848.00

1,853.87 0

2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag & Standards Aide	\$21.59	1848.00	\$39,898.00
2		\$0.00	0.00	\$0.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
7		\$0.00	0.00	\$0.00
8		\$0.00	0.00	\$0.00
9		\$0.00	0.00	\$0.00
10		\$0.00	0.00	\$0.00
11		\$0.00	0.00	\$0.00
12		\$0.00	0.00	\$0.00
13		\$0.00	0.00	\$0.00
14		\$0.00	0.00	\$0.00
15		\$0.00	0.00	\$0.00
		Subtotal:		\$39,898.00

3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag & Standards Aide	14.2900%	\$39,898.00	\$5,701.00
2		0.0000%	\$0.00	\$0.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
11		0.0000%	\$0.00	\$0.00
12		0.0000%	\$0.00	\$0.00
13		0.0000%	\$0.00	\$0.00
14		0.0000%	\$0.00	\$0.00
15		0.0000%	\$0.00	\$0.00
		Subtotal:		\$5,701.00

DETECTION STAFF SUBTOTAL: \$45,599.00

4. STAFF - Non-Detection		HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	Classification			
1	Deputy Ag. Commissioner	2.00	40.00	80.00
2	Agricultural Pest Management Specialist	2.00	40.00	80.00
3	Ag & Standards Inspector IV	2.00	40.00	80.00
4	Ag & Standards Inspector III	3.50	57.00	200.00
5	Ag & Standards Inspector II	2.00	40.00	80.00
6	Ag & Standards Inspector I	2.00	40.00	80.00
7	Ag & Standards Inspector Trainee	2.00	40.00	80.00
8	Office Assistant III	4.00	12.00	48.00
9	Administrative Aide	4.00	12.00	48.00
10		0.00	0.00	0.00
		Subtotal:		776.00

5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Ag. Commissioner	\$47.80	80.00	\$3,824.00
2	Agricultural Pest Management Specialist	\$36.42	80.00	\$2,914.00
3	Ag & Standards Inspector IV	\$42.92	80.00	\$3,434.00
4	Ag & Standards Inspector III	\$39.33	200.00	\$7,866.00
5	Ag & Standards Inspector II	\$32.15	80.00	\$2,572.00
6	Ag & Standards Inspector I	\$29.11	80.00	\$2,329.00
7	Ag & Standards Inspector Trainee	\$24.08	80.00	\$1,926.00
8	Office Assistant III	\$21.25	48.00	\$1,020.00
9	Administrative Aide	\$27.60	48.00	\$1,325.00
10		\$0.00	0.00	\$0.00
		Subtotal:		\$27,210.00

6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Ag. Commissioner	39.2000%	\$3,824.00	\$1,499.00
2	Agricultural Pest Management Specialist	34.9700%	\$2,914.00	\$1,019.00

3	Ag & Standards Inspector IV	33.4600%	\$3,434.00	\$1,149.00
4	Ag & Standards Inspector III	33.9100%	\$7,865.00	\$2,667.00
5	Ag & Standards Inspector II	36.2900%	\$2,572.00	\$933.00
6	Ag & Standards Inspector I	38.4000%	\$2,328.00	\$854.00
7	Ag & Standards Inspector Trainee	40.4000%	\$1,926.00	\$778.00
8	Office Assistant III	43.3700%	\$1,020.00	\$442.00
9	Administrative Aide	38.6400%	\$1,325.00	\$512.00
10		0.0000%	\$0.00	\$0.00
			Subtotal:	\$9,893.00

NON-DETECTION STAFF SUBTOTAL: \$37,103.00

0.00 % Overhead (Not to exceed 25%)

	SALARIES	BENEFITS	OVERHEAD COST
	\$67,108.00	\$15,594.00	\$0.00
	TOTAL PERSONNEL COST: \$82,702.00		

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

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

C. SUBCONTRACTOR

TITLE

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

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
4.00	3.00	2400.00	\$0.670	\$19,296.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.670	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.670	\$0.00
VEHICLE COST TOTAL:				\$19,296.00	

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

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

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

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

FY 2025-26 (3 Months) ACP Trapping Cost: \$101,998.00

COMMENTS: