

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**23-0529-032-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 SAN BERNARDINO**

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$31,685.13

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 Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
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 Legal Name*)

**COUNTY OF SAN BERNARDINO**

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Dawn Rowe, Chairperson, Board of Supervisors

ADDRESS

777 E. Rialto Ave., San Bernardino, CA 92415

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

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## EXHIBIT A

### PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C002
Federal Award Date:	February 7, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$4,706,231.00
Effective Dates for CDFA:	October 1, 2023 through September 30, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The county will establish workplans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Stacie Oswalt	Name:	Brady Gergovich
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF SAN BERNARDINO
Address:	1220 N Street	Address:	777 E. Rialto Ave.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Bernardino, CA 92415
Phone:	916-530-0485	Phone:	909-387-2115
Email Address:	stacie.oswalt@cdfa.ca.gov	Email Address:	awm@awm.sbcounty.gov

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Myrna Villegas	Name:	Jessica Naquin
Division/Branch:	Pierce's Disease Control Program	Organization:	County of San Bernardino
Address:	1220 N Street	Address:	777 E. Rialto Ave.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Bernardino, CA 92415
Phone:	916-530-0461	Phone:	909-387-2150
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	jessica.naquin@awm.sbcounty.gov

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

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

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

This award  does  does not support R&D.

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

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

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

#### 2. Agreement Execution

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

#### 3. Assignment

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

#### 4. Governing Law

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

#### 5. State and Federal Law

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

#### 6. Recipient Commitments

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

#### 7. Performance and Assurances

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

#### 8. Mutual Liability

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

#### 9. Unenforceable Provision

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

## **10. Contractors/Consultants**

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

**3. Prompt Payment Clause**

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

**4. Budget Contingency Clause**

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

## 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](http://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.

**PIERCE'S DISEASE CONTROL PROGRAM**

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR  
AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name	Brady Gergovich
Address	777 E. Rialto, San Bernardino, CA 92415
Phone	909-387-2105
Fax	909-387-2449
Email	<a href="mailto:awm@awm.sbcounty.gov">awm@awm.sbcounty.gov</a>

ALTERNATE CONTACT (IF APPLICABLE):

Name	Sarah Mellor
Address	777 E. Rialto, San Bernardino, CA 92415
Phone	909-387-2105
Fax	909-387-2449
Email	<a href="mailto:awm@awm.sbcounty.gov">awm@awm.sbcounty.gov</a>

## PIERCE'S DISEASE CONTROL PROGRAM

### WORKPLAN FOR FY 2024-2025

#### SAN BERNARDINO COUNTY

The County agrees to perform the listed activities in order to:

- Know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.
- Ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas.

#### Designated Agency

The San Bernardino County Department of Agriculture (County) is designated by the San Bernardino County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the San Bernardino County PDCP Task Force (if applicable), and other interested parties in implementing this plan.

### RESPONSIBILITIES

#### CDFA Responsibilities

The CDFA shall:

- Provide training on management practices at least one week prior to any activity occurring.
- Provide biological control program guidance and support to the County as favorable agents become available.
- Provide on-site expertise, as needed.
- provide the county Monthly Activity Report form online at: <https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx>

CDFA may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

#### County Responsibilities

The County shall:

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Activities described in this workplan qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete tiering strategy checklists

for inspection, trapping, and treatment (if applicable) and ensure all activities follow the CDFA Management Practices and Mitigation Measures.

- Act as lead spokesperson for the PDCP activities within the County. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.
- Certifying regulated commodities destined to non-infested areas of the state.
- Due to being generally infested, no general county survey plan will be conducted but the County will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus requirements, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas. The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Management Practices and Mitigation Measures. The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- Monitor nurseries within the county for compliance with the CDFA GWSS Nursery Shipping Protocol.
- Monitor and/or survey citrus orchards for bulk citrus destined or transiting GWSS non-infested areas, or areas under active control to ensure compliance with bulk citrus requirements.
- Take any necessary enforcement action to ensure regulatory compliance.
- Coordinate with CDFA on any planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(1). The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
- Coordinate with CDFA on a training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2). The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
- Coordinate with CDFA to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(5). The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
- Ensure that an adequate accounting system is in place and appropriate internal controls to track and maintain expenditures. The accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: [https://www.sco.ca.gov/Files-ARD-Local/asp\\_manual\\_2023\\_edition.pdf](https://www.sco.ca.gov/Files-ARD-Local/asp_manual_2023_edition.pdf). Counties are also



required to comply with Federal guidance, 2 CFR Part 200, which can be found at the following website: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

- Counties must submit invoices to PDCP at [cdfa.pdcp\\_inv@cdfa.ca.gov](mailto:cdfa.pdcp_inv@cdfa.ca.gov) no later than 30 calendar days after the end of the federal fiscal year (September 30, 2025) to initiate the close out process.
  - The invoice should be consistent with the budget, reflect actual expenditures for PDCP activities, and in the format provided in the template.
  - All employee salaries must be itemized at an hourly rate, not a salary range. Also, actual salary and benefit rates for all employees must be separated and not put into one total that combines both figures.
  - Totals must be rounded to the nearest cent, not the nearest dollar.
  - If there are no reportable hours in a given month, an invoice showing \$0 must be submitted for documentation purposes.
- Submit the county Monthly Activity Report on a monthly basis in accordance with the Monthly Activity Report Guidelines.
- Report expenditures and activity hours on a statement of expenditures on a monthly basis to allow PDCP to track county in-kind contributions for reimbursable activities once the funding for the agreement is exhausted. The statements of expenditures should be completed and submitted in the same manner as invoices.
- Upon request by CDFA, and in accordance with Federal regulations and policy, the county must complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD 1048) and return it to CDFA.

## ALLOWABLE COSTS

All costs must be associated with the PDCP.

### Personnel Services

- Permanent and Temporary Staff Salary and Benefits – Actual staff salary and benefits charged to the county for employees working on the PDCP program. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

Contracted employees need to be listed separately from agency staff and their salary and benefits cannot be factored in as part of the indirect billing for personnel services.

Personnel costs related to outreach and miscellaneous activities (F3 and F5 on the monthly activity report, respectively) must receive written prior approval from PDCP.

- Overtime – Overtime costs associated with the program.

### Operating Expenses

- General Expense – Costs associated with office and field supplies that are solely used for PDCP activities. Water purchased for employees is NOT reimbursable under this agreement.
- Postage – Costs associated with mailing materials.
- Communications – Costs associated with telephone/communication usage that are solely used for PDCP activities.
- Vehicle Expense – Costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).
- County, state, or federal vehicles – The county may charge vehicle costs on an actual cost basis or a mileage basis in lieu of actual costs incurred. However, both types of costs cannot be invoiced for the same vehicles.
- Mileage – mileage reimbursement covers gasoline, cost of maintenance, insurance, licensing and registration, and depreciation and all other costs associated with operation of the vehicle. Subject to change due to federal mileage rate change; effective January 1, 2024 the rates are:
  - County Vehicle – up to \$.67 per mile
- Leased vehicles – The county may only charge actual costs basis, including for fuel. The least expensive method should be used to secure a vehicle. Consult with Program prior to adding a leased vehicle to your budget.
- Travel – Costs associated with travel (per diem, airfare, car rental, etc.). Travel is only reimbursable if CDFA has requested/approved the travel.

- Indirect Cost – Costs that are incurred for a common or joint purpose objectives that cannot be identified specifically with a particular project, program, or organizational activity. Typical indirect costs include but are not limited to administrative or clerical staff costs, rent, utilities and internet service, cellular and land-line telephone service, general office supplies, and insurance. Up to 25% of Personnel Services cost (includes salaries and staff benefits).

Any contracted employees cannot be factored in as part of the indirect billing for personnel services.

- Other – Specifically detailed costs not otherwise addressed above.

### **ENFORCEMENT OPTIONS AND AUTHORITIES**

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5 in Title 3 of the California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is covered in Sections 6045, 6046, and 6047 of the Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (FAC Section 5309).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (FAC Section 5027). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation (FAC Sections 5310 and 5311).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation (FAC Section 5028(c)).
- It is unlawful to sell any nursery stock without a valid nursery license (FAC Section 6721). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock (FAC Section 6761).

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection (“blue tag”) or a valid nursery stock certificate (FAC Sections 6922 and 6923). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (FAC Section 6968). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (FAC Section 6927).

Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold for Inspection certificate (FAC Section 6505). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by (FAC Section 6925 and 6926).

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (FAC Sections 5030 and 5031).
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (FAC Section 5721; 3 CCR Sections 3060.2, 3060.4 and 3660). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (FAC Section 5208).
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (FAC Section 5705).
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (FAC Section 6521). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies (FAC Section 6522). Similarly, a warning hold may be placed on a shipment entering the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested with GWSS. It is unlawful, except by written

permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (FAC Section 6303).

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (FAC Section 5701). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (FAC Sections 5401 and 5402).

### **STANDARDS AND RESTRICTIONS**

This workplan does not include any variations from the standards set by law. If the San Bernardino County Department of Agriculture (County) and the San Bernardino County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

### **LOCAL APPEAL PROCESS**

Pursuant to Section 3651(c)(3) in Title 3 of the California Code of Regulations, the San Bernardino County Department of Agriculture's PDCP Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

**PIERCE'S DISEASE CONTROL PROGRAM**

**FY 2024-25 BUDGET**

County: San Bernardino

**SURVEY/INSPECTION ACTIVITIES**

**\*PERSONNEL SERVICES**

<b>Permanent Staff</b>	<b>Hourly</b>	<b>Number of</b>	<b>Salary</b>	<b>Benefit</b>	<b>Benefit</b>	<b>Total</b>
Agricultural & Standards Officer	39.37	75	2,952.75	43%	1,269.68	4,222.43
Agricultural & Standards Officer	27.97	114	3,188.58	38%	1,211.66	4,400.24
Agricultural & Standards Officer	27.97	114	3,188.58	38%	1,211.66	4,400.24
Agricultural & Standards Officer	27.97	50	1,398.50	39%	545.42	1,943.92
Agricultural & Standards Officer	35.24	50	1,762.00	48%	845.76	2,607.76
Agricultural & Standards Officer	36.70	70	2,569.00	36%	924.84	3,493.84
Sup. Agricultural & Standards Officer	41.83	10	418.30	45%	188.24	606.54
Deputy Agricultural Commissioner	45.59	10	455.90	48%	218.83	674.73
<b>Total Permanent</b>		<b>493</b>	<b>15,933.61</b>		<b>6,416.09</b>	<b>22,349.70</b>
<b>Temporary Staff</b>						
			-		-	-
			-		-	-
<b>Total Temporary</b>		<b>0</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Overtime</b>						
			-	10%	-	-
			-	14%	-	-
<b>Total Overtime</b>		<b>0</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Total Personnel Services</b>		<b>493</b>	<b>15,933.61</b>		<b>6,416.09</b>	<b>22,349.70</b>

**OPERATING EXPENSES**

**General Expense/Supplies**

General Expense/Supplies (general office and field supplies)						800.00
						-
						-
Postage						-
Communication						-
<b>**Vehicle Expense</b>	<b>Rate</b>	<b>Miles</b>				
County	0.670	4,400				2,948.00
State	0.285	0				-
	<b>Monthly</b>	<b>Total</b>	<b>Months</b>			
Lease vehicles		0	-			-
Gasoline for leased vehicle						-
<b>Travel</b>	<b>Airfare</b>	<b>Rental Car</b>	<b>Per Diem</b>	<b>Other</b>		
				-		-
<b>Indirect Cost</b>	25%					5,587.43

**Total Operating Expenses** 9,335.43

**Total Survey/Inspection Activities** \$ 31,685.13

\*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

\*\*Subject to change due to federal mileage rate changes.

## Attachment 2 - Summary of Management Practices, Mitigation Measures, and Other PEIR Requirements

Requirement	Description
<b><i>General Requirements</i></b>	
Conduct activity as described in Chapters 2 and 3 of PEIR	Activities covered by the PEIR are described in PEIR Chapters 2 and 3. Activities must be implemented in accordance with these descriptions, unless an Addendum or tiered CEQA document has been prepared pursuant to Part B of the Tiering Strategy.
Include applicable PEIR requirements in Compliance Agreements with growers, based on the activities the growers may conduct in response to quarantine	When a regulated entity (e.g., grower) wishes to ship host material outside of an established quarantine area, CDFA and the regulated entity enter into a Compliance Agreement to ensure the orderly marketing of regulated hosts or articles. The Compliance Agreement must include any relevant PEIR requirements, such as descriptions of authorized chemical treatments, protective measures related to special-status species, MPs, applicable PEIR mitigation measures, etc.
Obtain technical assistance from the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife	<p>CDFA designs its pest eradication protocols to meet or exceed recommendations from USFWS and the California Department of Fish and Wildlife (CDFW) concerning special-status species and sensitive natural communities (as defined in Section 6.3, Biological Resources). CDFA also coordinates with NMFS to address control programs for non-native pest outbreaks that may impact species under their jurisdiction (i.e., ocean coastlines or streams that empty into the ocean). Under the existing Statewide Program, no impacts on special-status species or sensitive natural communities have been identified from pest management activities to date.</p> <p>Under the Proposed Program, CDFA would continue to coordinate with USFWS, NMFS, and CDFW to avoid “take” of threatened and endangered species and to minimize adverse environmental impacts on other special-status species and sensitive natural communities. Prior to making the decision to treat, CDFA would consult the California Natural Diversity Database (CNDDDB) for special-status species previously reported inside or in close proximity to the treatment area boundaries, as well as check for the potential for presence of special-status species habitat and/or sensitive natural communities. CDFA would report the results to USFWS, NMFS, and/or CDFW. CDFA, in conjunction with the county agricultural commissioner, would provide USFWS, NMFS, and/or CDFW with maps showing the proposed treatment areas and identifying the treatment activity. CDFA would develop measures to avoid adverse environmental impacts on these resources and would notify USFWS, NMFS, and/or CDFW (depending on the potentially affected species) of pest control activities and the protective measures proposed for use. If any of these wildlife agencies responded to CDFA with a conclusion that the proposed activities would pose potential for “take” of threatened or endangered species, or other special-status species, CDFA would coordinate further with these agencies regarding the appropriate measures to avoid</p>

Requirement	Description
	<p>impacts.</p> <p>The presence of special-status species or sensitive natural communities may require treatment regimen alterations so that take of the species, or adverse modification of sensitive natural communities, would not occur. Treatment plans are designed so that “take” of special-status species would not occur. This may mean that a section of riparian area would be treated only partially (e.g., no insecticides sprayed on trees above a certain height level so that no drift would occur into the associated waterbody) or no treatment would occur at all, however, this would likely lead to full establishment of the invasive pest.</p>
<b>Management Practices</b>	
<p>MP-SPRAY-1: Conduct a Site Assessment</p>	<ul style="list-style-type: none"> <li>▪ Verify site to be treated.</li> <li>▪ Take note of site conditions, such as soil texture, slope, water bodies, host plants, irrigation, and storm drains.</li> <li>▪ Identify and make plans to avoid streamside management areas and surface water.</li> <li>▪ Consider integrated pest management methods designed to minimize the scale and number of pesticide applications. Consider multiple measures such as sterile release, host removal, and bait stations.</li> <li>▪ Choose the least persistent and lowest toxicity pesticide that will efficaciously treat the target pest.</li> </ul>
<p>MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities</p>	<ul style="list-style-type: none"> <li>▪ Calibrate spray equipment per label instructions.</li> <li>▪ Perform equipment screening tests and tank sampling when appropriate.</li> <li>▪ Use dedicated specific equipment for specific products when appropriate.</li> <li>▪ Ensure equipment is cleaned properly per the manufacturer’s specifications and any pesticide label directions.</li> <li>▪ Select the appropriate nozzle to ensure proper coverage.</li> <li>▪ Maintain an equipment log to track calibration, cleaning, and repairs.</li> <li>▪ Conduct visual inspections of equipment before use. Check all equipment for leaking hoses, connections, and nozzles.</li> <li>▪ Monitor the operation of the nozzles during the application.</li> <li>▪ Request county agricultural commissioner pesticide use enforcement inspections and monitoring of applications.</li> <li>▪ Discontinue use immediately if equipment malfunctions or fails to pass screening tests.</li> </ul>
<p>MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.</p>	<ul style="list-style-type: none"> <li>▪ Comply with Pesticide label.</li> <li>▪ Require employees who supervise the handling and application of pesticides to maintain a Qualified Applicator License issued by CDPR.</li> <li>▪ Be aware of any regulations or internal procedures before application.</li> <li>▪ Use appropriate application methods and rates.</li> </ul>



Requirement	Description
	<ul style="list-style-type: none"> <li>▪ Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.</li> <li>▪ Provide annual safety training for all treatment personnel.</li> </ul>
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	<ul style="list-style-type: none"> <li>▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour.</li> <li>▪ Check weather service prior to application. Delay or do not apply foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.</li> </ul>
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	<ul style="list-style-type: none"> <li>▪ Use buffer zones where applicable to protect sensitive areas, such as bodies of water, critical habitat for threatened and endangered species, and other identified sensitive areas.</li> <li>▪ Use low pressure application equipment if applicable.</li> <li>▪ Use “bait station” application methods when possible.</li> </ul>
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	<ul style="list-style-type: none"> <li>▪ Rinse equipment according to manufacturer’s label instructions.</li> <li>▪ Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.</li> <li>▪ Dispose of surplus chemicals and containers according to label instructions.</li> </ul>
MP-SPRAY-7: Follow appropriate product storage procedures	<ul style="list-style-type: none"> <li>▪ Ensure proper storage of all pesticides per label instructions.</li> <li>▪ Ensure all pesticides removed from their original container are properly sealed for use within a service container.</li> <li>▪ Seal all service containers within a tool box.</li> <li>▪ Lock tool boxes when unattended.</li> </ul>
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	<ul style="list-style-type: none"> <li>▪ Do not make direct application to water bodies.</li> <li>▪ Use driplless nozzles if available.</li> <li>▪ Verify the calibration of the contractor’s spray equipment before the start of each treatment campaign.</li> <li>▪ Make sure that the aircraft pilot is in radio communication with Proposed Program personnel on the ground, to verify wind speed and direction and location of non-target sites, including water bodies, people, vehicles, and buildings.</li> <li>▪ Supervise mixing and loading of the aircraft.</li> </ul>
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	<ul style="list-style-type: none"> <li>▪ Avoid direct applications to water bodies unless the material is registered for such use.</li> <li>▪ Maintain a 30-foot buffer around water bodies per NPDES permit.</li> <li>▪ Use driplless nozzles or fan-type nozzles at low psi if applicable.</li> <li>▪ When using a blower boom, direct the blower boom to the precise angle needed to treat host plants.</li> <li>▪ Ensure the spray boom is equipped with an electric on/off switch to treat the precise target areas where host plants occur.</li> <li>▪ Monitor wind conditions. Delay or do not apply foliar sprays if</li> </ul>

Requirement	Description
	<p>wind speeds are over 10 miles per hour.</p> <ul style="list-style-type: none"> <li>▪ Perform ground-rig foliar treatments at low pressure, to reduce the quantity of fine droplet particles where applicable.</li> <li>▪ Allow only staff or private entities under contract that are appropriately trained and licensed to perform ground-rig spot treatments.</li> <li>▪ Check weather service prior to application. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.</li> </ul>
<p>MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures</p>	<ul style="list-style-type: none"> <li>▪ Avoid direct applications to water bodies unless material is registered for such use.</li> <li>▪ Maintain a 30-foot buffer from water bodies per NPDES permit.</li> <li>▪ Use dripless nozzles where applicable.</li> <li>▪ Direct the nozzle at the target to minimize drift.</li> <li>▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour.</li> <li>▪ Allow only trained staff to perform backpack spot treatments.</li> <li>▪ Monitor weather conditions. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur in the next 24 hours.</li> </ul>
<p>MP-GROUND-3: Train personnel in proper use of pesticides</p>	<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Require employees who supervise the handling and application of pesticides maintain a Qualified Applicator Certificate, issued by CDPH or have a County License for Pesticide Regulation.</li> <li>▪ Contractors will be appropriately trained and licensed.</li> </ul>
<p>MP-GROUND-4: Enforce runoff and drift prevention</p>	<ul style="list-style-type: none"> <li>▪ Carefully monitor and evaluate weather conditions within potential treatment areas to determine the effectiveness of control applications immediately before deciding whether to proceed with a treatment and during the course of a treatment.                             <ul style="list-style-type: none"> <li>○ Monitor weather conditions before and during applications</li> <li>○ Comply with NPDES Permit.</li> </ul> </li> </ul>
<p>MP-HAZ-1: Implement a Spill Contingency Plan</p>	<ul style="list-style-type: none"> <li>▪ Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.</li> <li>▪ Be prepared to respond to pesticide spills.</li> <li>▪ 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.</li> <li>▪ Use established protocols in determining the appropriate action in the event of an accidental crash of a spray rig, tanker, or aircraft.</li> <li>▪ Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.</li> </ul>

Requirement	Description
	<ul style="list-style-type: none"> <li>▪ Call an ambulance in the event of a spill involving severe personal injury.</li> <li>▪ Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.</li> <li>▪ Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.</li> <li>▪ Do not leave injured or incapacitated persons until proper medical assistance arrives.</li> <li>▪ Provide a pesticide label and/or material safety data sheet for medical personnel.</li> <li>▪ For any spill incident, contact the California State Warning Center/Governor’s Office of Emergency Services at 916-845-8911 or <a href="mailto:warning.center@oes.ca.gov">warning.center@oes.ca.gov</a>.</li> <li>▪ 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.</li> <li>▪ Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.</li> <li>▪ Call local police or the county sheriff for a spill occurring off-road.</li> <li>▪ Stop the leak and contain the spill of a punctured tank.</li> <li>▪ For minor spills of 50 gallons or less:             <ul style="list-style-type: none"> <li>○ Wear rubber boots, coveralls, rubber gloves, and eye protection.</li> <li>○ Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.</li> <li>○ Shovel contaminated material into a leak-proof container.</li> <li>○ Do not hose down the area.</li> <li>○ Work carefully and safely; do not hurry.</li> <li>○ Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.</li> </ul> </li> <li>▪ For major spills of 50 gallons or more:             <ul style="list-style-type: none"> <li>○ Follow the steps listed for all above and include the additional number below.</li> <li>○ If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.</li> </ul> </li> </ul>
<p>MP-HAZ-2: Use a safety and cleanup materials checklist</p>	<ul style="list-style-type: none"> <li>▪ Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:             <ul style="list-style-type: none"> <li>○ For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.</li> <li>○ 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</li> </ul> </li> </ul>

Requirement	Description
	bags of “kitty litter” or other absorbent materials.
MP-HAZ-3: Implement decontamination	<ul style="list-style-type: none"> <li>▪ Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.</li> <li>▪ Shovel contaminated material into a leak-proof metal drum for final disposal.</li> </ul>
MP-HAZ-4: Follow appropriate disposal procedures	<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I landfill.</li> </ul>
<b>Mitigation Measures</b>	
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	<p>CDFA shall identify any suitable habitat for special-status wildlife species identified as having potential to (1) occur in the region and (2) be affected by the treatment scenario in question. Suitable habitat may consist of aquatic or terrestrial foraging habitat. If such habitat exists, CDFA would prepare treatment plans that will avoid or minimize substantial adverse effects on special-status species and submit them to USFWS, CDFW, and NMFS for review. This may be done on a project-specific basis (for individual applications) or for an entire quarantine area.</p> <p>Treatment plan measures may include modifications in the timing, locations, and/or methods for chemical treatments on a case-by-case basis, including establishment of site-specific buffers. The technical assistance process has been designed so that no “take” authorization will be needed.</p> <p>The treatment plan requirements will be provided to those implementing the treatments. In the case of quarantines, the requirements will be attached to the compliance agreement between CDFA and those individual growers affected by the requirements (e.g., those who may treat in proximity to suitable habitat for special-status species).</p> <p>CDFA shall document the results of the USFWS, CDFW, and NMFS coordination, and shall maintain records of compliance with the measures to protect special-status species.</p>
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	If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program,

<b>Requirement</b>	<b>Description</b>
Records Search before Beginning Proposed Program Activities at a Given Site	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	<p>CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application.</p> <p>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.</p> <p>As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.</p>
Mitigation Measure HAZ-CHEM-3:	CDFA shall require Proposed Program staff and contractors to conduct

<b>Requirement</b>	<b>Description</b>
<p>Require Compliance with the Proposed Program’s Authorized Chemical Application Scenarios</p>	<p>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:</p> <ol style="list-style-type: none"> <li>(1) 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</li> <li>(2) 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.</li> </ol> <p>When methyl bromide is used, appropriate air sampling and analysis by a qualified professional will be done for the fumigation worker and fumigation downwind bystander to evaluate the effectiveness of BMPs related to subchronic and chronic exposure.</p> <p>The results of the evaluation or hygienist’s conclusions will be documented, along with any monitoring results.</p> <p>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.</p>
<p>Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime</p>	<p>For activities that exceed the applicable nighttime noise criteria at the nearest sensitive receptor, activity operations will be scheduled to occur during the day (between 6 a.m. and 10 p.m.).</p>
<p>Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate</p>	<p>CDFA will track whether new applicable numerical water quality standards have been adopted. If new numerical thresholds are established, CDFA will evaluate whether the estimated concentrations modeled in the Ecological Risk Assessment exceed the adopted standard. In these cases, Impact WQ-CHEM-4 or WQ-CHEM-5 would apply (including implementation of appropriate MPs as described in those impacts), and Mitigation Measure WQ-CHEM-4 would be implemented related to quarantine activities.</p>
<p>Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance</p>	<p>For quarantine areas where chemicals may be used that were modeled to exceed standards, or where impaired waterbodies exist which could be affected by Proposed Program chemical use, CDFA shall include a</p>

<b>Requirement</b>	<b>Description</b>
Agreements	requirement in compliance agreements that regulated entities (e.g. growers) are to implement relevant Proposed Program MPs, or shall show proof that participation in the Ag Waivers Program or another program to protect water quality contains measures which are equivalent to or more protective than the Proposed Program MPs.
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	Before conducting a treatment or implementing a quarantine, CDFA shall identify whether a treatment location or quarantine area contains or is in proximity to any waterbodies impaired for relevant pesticides, pesticides in general, or toxicity. For those treatments where impaired waterbodies are present, CDFA shall implement relevant Proposed Program MPs. For quarantines where impaired waterbodies exist, CDFA shall implement Mitigation Measure WQ-CHEM-5.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.