

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

16-0457-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 FRESNO

2. The term of this Agreement is: October 1, 2016 through June 30, 2017

3. The maximum amount of this Agreement is: \$15,070.00

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

Exhibit A: Recipient and Project Information	1 Page
Exhibit B: General Terms and Conditions	2 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	13 Page(s)

Name of Project: LBAM Detection Trapping

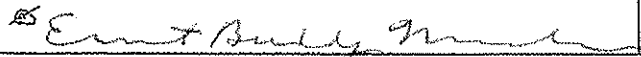
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF FRESNO

BY (Authorized Signature)



DATE SIGNED (Do not type)

8-29-16

PRINTED NAME AND TITLE OF PERSON SIGNING

ERNEST BUDDY MENDES, CHAIRMAN, Board of Supervisors

ADDRESS

1730 S. Maple Avenue, Fresno, CA 93702

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

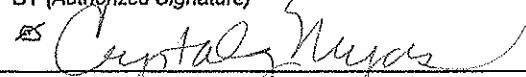
By Susan Bishop
Deputy

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

9/2/16

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will conduct detection and trapping for Light Brown Apple Moth (LBAM).

2. **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.

3. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Patrick Akers	Name: Les Wright
Section/Unit: PHPPS/INTEGRATED PEST CONTROL	Section/Unit: COUNTY OF FRESNO
Address: 3294 Meadowview Road	Address: 1730 S. Maple Avenue
City/State/Zip: Sacramento, CA 95832	City/State/Zip: Fresno, CA 93702
Phone: 916-262-1102	Phone: 559-600-7510
Email Address: patrick.akers@cdfa.ca.gov	Email Address: lwright@co.fresno.ca.us

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

5. **PRIME AWARD INFORMATION:**

Federal Funding Source(s):	USDA-APHIS-PPQ
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$2,495,781.00
Federal Funding Source Agreement Number(s):	16-8560-1164-CA
Effective Date(s):	4/1/16 - 6/30/17

6. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. State, local or Indian tribal governments, non-profit organizations, colleges and universities will be subject 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 31.2. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable Cost Principle requirements.

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. Assignment

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

3. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

4. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager 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 Agreement Manager 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.

5. 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 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. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract 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.

6. Non-Discrimination Clause

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

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

7. Governing Law

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

8. Unenforceable Provision

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

9. 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.

10. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may 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.

11. Termination for Cause

The parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations applicable to sponsored agreements.

12. Reporting Requirements

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

13. 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. Recipients may not use the CDFA logo.

14. Property Damage Claims Process

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

15. Force Majeure

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, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Amendments

Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. Suspension of Payments

Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and addressed to the CDFA, Legal Hearing and Appeals Office at:

California Department of Food and Agriculture
Attn: Legal, Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814

18. Plant Protection Act Memorandum of Understanding

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
- 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, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. 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. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. 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).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. Budget

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

The Recipient must comply with civil rights 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 500899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

3. Environmental Standards

The Recipient 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;
- 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 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

5. Lobbying Restrictions

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 7 CFR Part 3018.

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 7 CFR part 3015, subpart V; 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 3019; 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 Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

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

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 the Agency implementations; 2 CFR 200.112.

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. Seat Belt Use

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. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).

Scope of Work October 1, 2016 – June 30, 2017

COOPERATIVE AGREEMENT SPECIFICATIONS FOR COUNTY AGRICULTURAL COMMISSIONERS TO CONDUCT LIGHT BROWN APPLE MOTH (LBAM) DETECTION TRAPPING

Background

Light Brown Apple Moth was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 28 counties, from Mendocino to San Diego. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to allow continued interstate movement of regulated articles. To confirm that areas of the state are free from LBAM, traps are piggybacked alongside existing detection traps.

Section 1 – The California Department of Food and Agriculture shall:

1. Provide training as needed.
2. Provide trapping materials; including traps, lures and handouts.
3. Ensure timely payment of invoices.
4. Provide quality assurance of program.

Section 2 – The County Agricultural Commissioner shall:

1. Hire and/or train personnel.
2. Ensure that trapping procedures are followed, as described in Section 3.
3. Ensure that all documentation of work is complete and accurate.
4. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred to lbaminvoices@cdfa.ca.gov. Note – payment is contingent upon receipt of trapping reports for that month. **Invoices will not be approved for payment if reports have not been submitted.**
5. Submit monthly trapping reports using the LBAM Combined Detection and Regulatory Trapping Survey Report (LBAM-Trapping-Report.xls Excel spreadsheet) by close of business the 5th day of each month. **Please submit the Report electronically to lbaminvoices@cdfa.ca.gov.**
6. Provide and maintain trapping vehicles.

7. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved method(s). See Collection and Submission of Samples in the attachment, "Light Brown Apple Moth Trapping Guide." Or, if directed, submit samples directly to the LBAM project.

Section 3 – Description of Work

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Light Brown Apple Moth Trapping Guide."
2. Trapping is performed in conjunction with existing detection trapping routes and/or sites (piggybacked) used for other general detection species. Trap servicings will be reimbursed at three-minutes per trap. These traps should be serviced and maintained by existing general detection trappers. The trapping season for your county should be the same as for general detection trapping, such as for general fruit flies. Consult the CDFA Insect Trapping Guide (https://www.cdfa.ca.gov/plant/pdep/Insect_Trapping_Guide/docs/Insect_Trapping_Guide_web.pdf) for exact months for general pest detection trapping, for example, Section CP (ChamP™ Trap), page 71.
3. Mileage reimbursement is not allowed for LBAM traps piggybacked onto general pest detection and glassy-winged sharpshooter sites. Mileage reimbursement may be allowed for associated trapping activities (attend meetings, sample submission, quality control, supervision).
4. Delimitation trapping may be allowed upon detection of "new location" finds, but only with the approval of LBAM project management.
5. Incorporate the documentation for LBAM traps into the books used for general pest detection or GWSS programs.
6. Daily Trapping Summaries (DTS) (Form 60-210) must be completed daily by each reimbursable trapper and will serve as official documentation of work performed. The DTS must be held available for review by the CDFA audits office for three years but are not turned in to the LBAM Program. To facilitate program audits, the DTS – whether completed daily, weekly, or monthly – must be signed by the individual who performed the work indicated on the summary. This applies to hand completed or electronic summaries.

Section 4 – Basis for Payment

1. Submit invoices by e-mail to: lbaminvoices@cdfa.ca.gov.
2. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

3. Invoice will conform to attached sample invoice. **Reimbursement will not be made if trapping reports have not been submitted. County remittance address is required to be on the invoice (Section A. Remittance Address). Reimbursement will not be made without proper remittance address.**

All personnel salary costs shall be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the Scope of Work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement shall be tracked separately from all other programs and documentation shall be available to support the reimbursement. In addition, all invoiced vehicle costs must match the Scope of Work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify counties of new rates (current rate \$0.54) if the federal mileage rate changes during the term of the agreement.

Reimbursement for the amount of salaries and/or benefits for employees under this agreement cannot exceed the gross daily rate of a GS-15, Step 10, base salary for US Government employees in effect during the period in which the expense was incurred as defined in the General Pay Scale program notice posted on the Internet at <http://www.fas.usda.gov/programs/resources/general-pay-scale>.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement shall be directly related to the cost of administering and conducting the program and documentation shall be available to support the reimbursement. In addition, all invoiced expenses must match the Scope of Work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.
- OMB Circular A-102, Uniform Administrative Requirements.

LIGHT BROWN APPLE MOTH TRAPPING GUIDE

PROGRAM: Light Brown Apple Moth (LBAM) Trapping, (Detection, Nursery, Cropland)

TYPE OF TRAP: Jackson Trap

The delta-shaped Jackson trap is made of plastic-coated cardboard. A sticky insert on the bottom captures moths. The pheromone septum is placed in the stickum on the trap insert. If the pheromone septum is lost due to wind or other factors, use a medfly lure basket to secure the pheromone septum.

The trap consists of four parts: trap body, insert, septum and trap hanger.



Photo by MJ Sawyer, CDFA

FIGURE 1. JACKSON TRAP

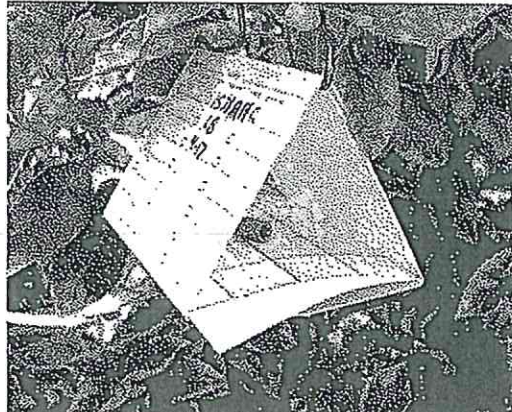


Photo by CDFA

FIGURE 2. STICKY INSERT WITH SEPTUM

ATTRACTANT: A mixture of (E)-11-tetradecenyl acetate (96%) and (9E, 11E)-9, 11-tetradecadienyl acetate (4%).

DETECTION TRAPPING SEASON:

Counties that normally manage year-round detection trapping programs - continue with 14 day service interval. Currently these are:

Los Angeles
San Diego

Orange
Santa Barbara

Riverside
Ventura

San Bernardino

Counties that do not trap year-round - all trapping will be conducted during the normal detection trapping season with 14 day service interval. Currently these are:

Amador
El Dorado
Kings
Mendocino
Sacramento
Stanislaus
Tuolumne

Butte
Fresno
Lake
Merced
San Joaquin
Sutter
Yolo

Calaveras
Glenn
Madera
Nevada
San Luis Obispo
Tehama
Yuba

Colusa
Kern
Mariposa
Placer
Shasta
Tulare

Counties that are partially within the contiguous LBAM State Interior Quarantine will trap in the portion of the county that is outside the contiguous LBAM State Interior Quarantine Boundary (includes detection trapping in satellite quarantine areas outside of the contiguous regulated area) during the normal detection trapping season. These currently are:

Alameda
Napa
Sonoma

Contra Costa
San Benito

Marin
Santa Clara

Monterey
Solano

Counties that are completely within the State Interior Quarantine and surrounded by partially infested counties, will not include LBAM trapping in the normal detection trapping season. These currently are:

San Francisco

San Mateo

Santa Cruz

Counties where LBAM trapping is not biologically warranted will not include LBAM trapping in the normal detection trapping season. These currently are:

Alpine
Inyo
Plumas

Del Norte
Lassen
Siskiyou

Humboldt
Modoc
Sierra

Imperial
Mono
Trinity

DETECTION TRAP DENSITY: Statewide - Use up to five traps per square mile piggybacked onto existing trap sites. Existing trap sites would generally be Mediterranean fruit fly (MF) or glassy-wing sharp shooter (GWSS) locations. However, other trap sites may be utilized if MF or GWSS sites are not available.

NURSERY TRAP DENSITY: Federally Regulated Area - Trapping for LBAM must occur on each premises or farm in a LBAM quarantined area that ships regulated articles intrastate and interstate. Premises or farms that are larger than five acres must maintain traps at a density of one trap every five acres or less. Premises or farms that are equal to or less than five acres must be trapped with a minimum of one trap. Traps should be piggybacked with GWSS locations when possible.

CROPLAND TRAP DENSITY: Federally Regulated Area - Trapping for LBAM must occur on each premises or farm in a LBAM quarantined area that ships regulated articles intrastate and interstate in areas 1.5 miles or more from a LBAM detection site. Trapping for LBAM must occur at a trapping density of one trap per square mile in cropland.

INSPECTION FREQUENCY:

Detection Trapping – Once every 14 days
Nursery and Cropland Trapping – Once every 30 days.

Delimitation Survey –

All Counties*

When a confirmed LBAM is trapped, pheromone baited Jackson traps will be placed uniformly over a four square mile area with twenty-five traps placed in each of the square miles. A total of 100 traps will be deployed. All traps should be placed within 72 hours and inspected once within the first seven days. Traps should be serviced every 14 days thereafter for a period of time equal to two generations beyond the date of the last LBAM detection. This time period is determined by a temperature-dependent developmental model maintained by the LBAM program personnel in Sacramento.

* For the counties listed below, all of the above applies with the following exception. If LBAM delimitation traps are being run for a single adult, the full array of required traps will only be maintained from April 1-Oct 31. The find site must be trapped during the full delimitation period at 14 day servicing intervals. This difference is based on LBAM biology.

Amador
Mariposa

Calaveras
Mendocino

El Dorado
Nevada

Lake
Tuolumne

HOSTS: The moth has a wide-range of unrelated hosts including: Apple, pear, peach, apricot, blackberry, raspberry, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine, and eucalyptus.

SELECTION OF TRAPPING SITES: Deploy detection and nursery traps onto any existing trapping site. Cropland traps are generally not piggybacked. Piggybacking traps in this manner will allow for rapid deployment, efficient servicing, and reduce program expenses. Ideally, the trap should be placed at least 10 feet from any existing trap. However, piggybacking traps takes priority over the 10 foot separation.

HANGING THE TRAP: Assemble the trap by first writing the trap number and date of deployment on both the trap body and the sticky insert. Trap numbers for this pest will include the identifying letters "LB" (in place of "MF", "OF", "ML", etc.). The trap body is then opened; the bottom is pushed upward and firm pressure is applied laterally. **THIS IS IMPORTANT!** When pressure is released, the trap bottom will remain flat. The sticky insert is slid into place. It will fit tightly, if properly done. Tear open the septum package and slide the lure onto the insert without touching the lure or the inside of the package with your fingers. Forceps or tweezers may be used for septum placement if necessary. The lure is placed directly onto the center of the sticky insert on its side (**DO NOT BLOCK THE OPENING OF THE SEPTUM WITH STICKUM!**).

The trap may be placed in any host tree that fits the following placement criteria – in the upper 1/3 to 1/2 of the tree canopy, and 1/3 to 2/3 the distance from the trunk to the outer edge of the foliage. The presence or absence of ripe fruit is not a factor in hanging the trap. Shade is not as critical for this trap as for the fly traps.

TRAP INSPECTION AND SERVICING: When inspecting traps, the following steps should be taken:

1. Remove the trap from the tree.
2. Pull out insert and examine entire area of stickum.
3. Remove leaves and debris from stickum as moths could be beneath these objects. Be certain that the sticky surface is not rendered less effective by dust or debris. The stickum must remain optimally sticky to capture moths.
4. If no moths are found, replace insert, date trap, and rebait, if necessary, according to the recommended baiting interval and suggested handling techniques.
5. Change inserts every month or more often as needed. Always change the insert when relocating the trap. Mark new inserts with the trap number and placement date.
6. Replace lure according to the schedule below. Avoid contamination when handling lures or lure packages. Use forceps if necessary for placement of septum on to insert.
7. Trap bodies eventually lose their shape, become filled with trap servicing data, or otherwise deteriorate. When this occurs, they should be replaced.

COLLECTION AND SUBMISSION OF SAMPLES: The entire trap insert, containing the suspect moth, should be collected for supervisory review. Specimens submitted to Sacramento should be cut from the stick insert and placed in a dry vial for submission. Send the specimen to Sacramento with a Standard Form 65-020, "Pest and Damage Record" (PDR). Be sure the identification slip and the outside of the package are marked "RUSH". Include the trap number in the "Remarks" section of the PDR Form.

BAITING INTERVAL: Change the septum every six weeks or sooner if temperature is above 95 degrees F for a period of time.

TRAP RELOCATION: Relocate the trap on the same relocation interval as the trap with which it is piggybacked.

COUNTY	COUNTY DEPARTMENT OF AGRICULTURE Light Brown Apple Moth Trapping Invoice Federal Fiscal Year 2017-2018 Agreement Number: Invoice Month: Piggybacked Detection Trapping

Rev. April 2016

A. REMITTANCE ADDRESS

COUNTY
STREET
CITY, STATE, ZIP CODE
CONTACT PERSON

B. PERSONNEL

DETECTION

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	<u>TRAPS</u>	<u>SERVICINGS</u>	<u>HOURS</u>
1	0.05			0
2	0.05			0
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 0		0	\$0.00
2 0		0	\$0.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
Subtotal:			\$0.00

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> <u>RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1 0	0.0000%	\$0.00	\$0.00
2 0	0.0000%	\$0.00	\$0.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
Subtotal:			\$0.00

DETECTION STAFF SUBTOTAL: \$0.00

NON-DETECTION

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> <u>DAYS</u>	<u>HOURS</u>
1			0
2			0
3			0
4			0
5			0
6			0
7			0
8			0
9			0
10			0

Non-Detection Salaries

1 0
2 0
3 0
4 0
5 0
6 0
7 0
8 0
9 0
10 0

HOURLY RATE

w/o BENEFITS

HOURS

SALARY

0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
0 \$0.00
Subtotal: \$0.00

Non-Detection Staff Benefits

1 0
2 0
3 0
4 0
5 0
6 0
7 0
8 0
9 0
10 0

BENEFIT

RATE (%)

SALARY

BENEFIT

COST

0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
0.0000% \$0.00 \$0.00
Subtotal: \$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

0 % Overhead (Not to exceed 25%)

OVERHEAD

SALARIES

BENEFITS

COST

\$0.00 \$0.00 \$0.00

Detection: \$0.00

Non-Detection: \$0.00

Overhead: \$0.00

TOTAL PERSONNEL COST: \$0.00

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

Description

a.
b.
c.
d.

Cost

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL SUPPLY COST: \$0.00

D. VEHICLE OPERATIONS (non-detection related)

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	\$0.54	\$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.

Federal Fiscal Year 2017--2018 LBAM Trapping Invoice Total Cost**: \$0.00

**Any variances are due to rounding to the whole dollar.

COMMENTS:

LBAM Detection/Nursery/Cropland Trapping Survey Report

Date _____

[illegible]

Select one and put an X in the box next to each grid number

[illegible]

FRESNO COUNTY	COUNTY DEPARTMENT OF AGRICULTURE Light Brown Apple Moth Work Plan Federal Fiscal Year 2017-2018 (October 1, 2016 to June 30, 2017) Piggybacked Detection Trapping
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Rev. April 2016

A. CONTACT INFORMATION

COUNTY	Fresno
STREET	1730 S. Maple Avenue
CITY, STATE, ZIP CODE	Fresno, CA, 93702
CONTACT PERSON	Melissa Cregan

B. PERSONNEL

DETECTION

<u>Detection Trapper(s)</u>	<u>TIME FACTOR</u>	<u>TRAPS</u>	<u>SERVICINGS</u>	<u>HOURS</u>
1 Seasonal Agricultural Aide	0.05	64	8	26
2 Seasonal Agricultural Aide	0.05	64	8	26
3 Seasonal Agricultural Aide	0.05	64	8	26
4 Seasonal Agricultural Aide	0.05	64	8	26
5 Seasonal Agricultural Aide	0.05	64	8	26
6 Seasonal Agricultural Aide	0.05	64	8	26
7 Seasonal Agricultural Aide	0.05	64	8	26
8 Seasonal Agricultural Aide	0.05	64	8	26
9 Seasonal Agricultural Aide	0.05	64	8	26
10 Seasonal Agricultural Aide	0.05	64	8	26
11 Seasonal Agricultural Aide	0.05	64	8	26

<u>Detection Salaries</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1 Seasonal Agricultural Aide	\$10.43	26	\$271.00
2 Seasonal Agricultural Aide	\$10.43	26	\$271.00
3 Seasonal Agricultural Aide	\$10.43	26	\$271.00
4 Seasonal Agricultural Aide	\$10.43	26	\$271.00
5 Seasonal Agricultural Aide	\$10.43	26	\$271.00
6 Seasonal Agricultural Aide	\$10.43	26	\$271.00
7 Seasonal Agricultural Aide	\$10.43	26	\$271.00
8 Seasonal Agricultural Aide	\$10.43	26	\$271.00
9 Seasonal Agricultural Aide	\$10.43	26	\$271.00
10 Seasonal Agricultural Aide	\$10.43	26	\$271.00
11 Seasonal Agricultural Aide	\$10.43	26	\$271.00
Subtotal:			\$2,981.00

<u>Detection Staff Benefits</u>	<u>BENEFIT</u> <u>RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
2 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
3 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
4 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
5 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
6 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
7 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
8 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
9 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
10 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
11 Seasonal Agricultural Aide	21.3000%	\$271.00	\$58.00
Subtotal:			\$638.00

DETECTION STAFF SUBTOTAL: \$3,619.00

NON-DETECTION

<u>Non-Detection Staff</u>	<u>HOURS/DAY</u>	<u>TOTAL WORK</u> <u>DAYS</u>	<u>HOURS</u>
1 Entomologist	0.15	150.00	23
2 Agricultural Standards Specialist	0.55	150.00	83
3 Deputy Agricultural Commissioner	0.05	150.00	8
4 Office Assistant	0.05	150.00	8

Non-Detection Salaries

1 Entomologist
2 Agricultural Standards Specialist
3 Deputy Agricultural Commissioner
4 Office Assistant

HOURLY RATE w/o BENEFITS	HOURS	SALARY
\$38.80	23	\$892.00
\$38.47	83	\$3,193.00
\$44.44	8	\$356.00
\$16.34	8	\$131.00
Subtotal:		\$4,572.00

Non-Detection Staff Benefits

1 Entomologist
2 Agricultural Standards Specialist
3 Deputy Agricultural Commissioner
4 Office Assistant

BENEFIT RATE (%)	SALARY	BENEFIT COST
79.1000%	\$892.00	\$706.00
82.3000%	\$3,193.00	\$2,628.00
81.6000%	\$356.00	\$290.00
92.5000%	\$131.00	\$121.00
Subtotal:		\$3,745.00

NON-DETECTION STAFF SUBTOTAL: \$8,317.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$7,553.00	\$4,383.00	\$2,984.00
Detection:		\$3,619.00
Non-Detection:		\$8,317.00
Overhead:		\$2,984.00
TOTAL PERSONNEL COST :		\$14,920.00

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

Description

a. Office Supplies
b. Field Supplies
c.
d.

Cost
\$100.00
\$50.00
\$0.00
\$0.00
TOTAL SUPPLY COST: \$150.00

D. VEHICLE OPERATIONS (non-detection related)

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	\$0.54	\$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.

Federal Fiscal Year 2017--2018 LBAM Piggybacked Trapping Total Cost**: \$15,070.00

**Any variances are due to rounding to the whole dollar.


COMMENTS:

CONTRACT NAME: LBAM Detection Trapping

CONTRACT NUMBER: 16-0457-SF

REVIEWED AND RECOMMENDED
FOR APPROVAL:

Department Head's Signature



Les Wright
Agricultural Commissioner/Sealer

APPROVED AS TO LEGAL FORM:

Daniel C. Cederborg, County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

By: 
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING INFORMATION ONLY:

Org: 40101001
Account: 4375
Fund: 0001
Program: 0
Subclass: 10000