



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-1**

For the meeting of: *October 27, 2015*

Date: October 21, 2015  
To: Board of Supervisors  
From: Jeff M. Dolf, Agricultural Commissioner/Sealer of Weights & Measures  
Subject: **APPROVAL OF COOPERATIVE AGREEMENT NO. 14-0599-SF, ASIAN DEFOLIATING MOTH TRAPPING CONTRACT IN THE AMOUNT OF \$7,558.00**

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Cooperative Agreement No. 14-0599-SF, known as the Asian Defoliating Moth Trapping Contract with the California Department of Food and Agriculture, and
2. Authorize the Chair to sign the original agreement and one copy of the cover page, and return all signed copies to the Agricultural Commissioner's Office for further processing, and
3. Grant a waiver from the provisions of the Nuclear Free Ordinance.

SOURCE OF FUNDING:

California Department of Food and Agriculture (CDFA)

Prepared by \_\_\_\_\_ CAO Approval *Amy Olson*

REVIEW: Auditor *AL* County Counsel \_\_\_\_\_ Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:  
 Board Order No. \_\_\_\_\_  
 Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
 Upon motion of Supervisor \_\_\_\_\_ Seconded by Supervisor *BASS*  
 Ayes *Sundberg, Sundberg, Cavellace, Fennell, Bohn, Bass*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *October 27, 2015*  
 By: *Kathy Hayes*  
 Kathy Hayes, Clerk of the Board

DISCUSSION:

The Nuclear Free Ordinance waiver is requested because the State of California will not modify its Cooperative Agreements to accommodate local ordinances. The Agricultural Commissioner's Office receives annual subventions from CDFA to offset the local costs associated with enforcing certain State-mandated programs. One of these programs, the Asian Defoliating Moth Trapping Program is conducted around Humboldt Bay because of the risk foreign vessel traffic poses for introducing pests harmful to native trees and forests. Asian Gypsy Moth caterpillars are voracious eaters and capable of causing major damage and dieback to trees and shrubs over a wide area. Increased vessel traffic to Humboldt Bay from Asia has increased the potential risk for introducing defoliating moths from Asia. Trans-oceanic vessels pose a risk for introduction because Asian Gypsy Moth, Nun Moth and Siberian Silk Moths are attracted to the lights, and lay eggs on the superstructure of ships berthed in Far East Asian ports. When these cross the Pacific to the west coast of the United States, the egg masses remain viable and can potentially introduce these destructive insect pests.

Beginning in June of 2015, Agriculture Department staff will place and inspect 189 traps around Humboldt Bay and surrounding areas. Traps are serviced on a bi-monthly basis and removed before the end of the contract period. In the event a suspect moth is detected, the suspect is submitted to the CDFA Plant Pest Diagnostics Laboratory for positive identification. This agreement is retroactive to FY 2014/15 due to the established trapping season for the pests and delays in processing this agreement by CDFA.

Approval of this agreement is consistent with your Board's Strategic Priority Framework and stated core role of enforcing laws and regulations to protect residents.

FINANCIAL IMPACT:

There is no net cost to Humboldt County for the Asian Defoliating Moth Trapping Program. All costs for personnel, mileage, equipment and supplies will be reimbursed by the contract. Cooperative Agreement No. 14-0599-SF provides a total of \$7,558.00 from May 1, 2015 to October 31, 2015 for Agriculture Department activities related to the Asian Defoliating Moth Trapping Program. All costs are billed to CDFA on a monthly basis and payment is made in arrears to Humboldt County. No supplemental budget is necessary with approval of this agreement as revenue and expenditure accounts were previously funded in anticipation of this agreement.

OTHER AGENCY INVOLVEMENT:

CDFA

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

One complete Standard Agreement No. 14-0599-SF, and one copy of the cover page.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>14-0599-SF</b>

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 HUMBOLDT**

2. The term of this Agreement is: **May 1, 2015 through October 31, 2015**

3. The maximum amount of this Agreement is: **\$7,558.00**  
**Seven Thousand Five Hundred Fifty-eight Dollars and Zero Cents**

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

- |   |            |
|---|------------|
| Exhibit A:                              | 15 Page(s) |
| • Recipient and Project Information     |            |
| • Scope of Work                         |            |
| Exhibit B:                              | 5 Page(s)  |
| • Payment Provisions and Budget         |            |
| • Budget                                |            |
| Exhibit C: General Terms and Conditions | 2 Page(s)  |
| Exhibit D: Federal Terms and Conditions | 3 Page(s)  |

Name of Project: Asian Defoliating Moth Survey

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

RECIPIENT

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

BY (Authorized Signature)

*Stelle Pennell*

DATE SIGNED (Do not type)

10-27-15

PRINTED NAME AND TITLE OF PERSON SIGNING

*Stelle Pennell*

ADDRESS

5630 S. Broadway, Eureka, CA 95503-6905

STATE OF CALIFORNIA

AGENCY NAME

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

BY (Authorized Signature)

*Crystal Myers*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, MANAGER, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

MA

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The County will place and service traps for the Asian Defoliating Moth Survey Program.

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:	Debby Tanouye	Name:	Jeff Dolf
Section/Unit:	PHPPS / PDEP	Section/Unit:	COUNTY OF HUMBOLDT
Address:	1220 N Street, Room 315	Address:	5630 S. Broadway
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Eureka, CA 95503-6905
Phone:	916-654-1211	Phone:	707-445-7223
Email Address:	debby.tanouye@cdfa.ca.gov	Email Address:	jdolf@co.humboldt.ca.us

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

5. **PRIME AWARD INFORMATION:**

Federal Funding Source(s):	USDA
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$8,576,000.00
Federal Funding Source Agreement Number(s):	15-8506-0934-GR
Effective Date(s):	1/1/15 - 12/31/15

Federal Funding Source(s):	USDA
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$525,000.00
Federal Funding Source Agreement Number(s):	15-8506-0689-CA
Effective Date(s):	7/1/15 - 6/30/16

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.

## SCOPE OF WORK

### AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN DEFOLIATING MOTH (ADM) TRAPPING

**Effective Dates: May 1, 2015 to October 31, 2015**

#### AGENCY RESPONSIBILITY

##### **Section 1**

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

- A. Provide all traps, trap parts and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and ADM Seaport guidelines provided by the CDFA District Entomologist. The current version of the ITG is on the CDFA website at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
- D. Provide training programs for county trapping supervisors and trappers.
- E. Provide quality control (QC) of the county trapping program via inspections and QC plants. For the county QC plant protocol, see [www.cdfa.ca.gov/go/QCP](http://www.cdfa.ca.gov/go/QCP).
- F. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

##### **Section 2**

**The County Agricultural Commissioner shall:**

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
- C. Ensure that supervisors and trapping personnel attend training provided by CDFA District Entomologists.
- D. Ensure that all trapping activities conform to the current version of the ITG.

- Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  - Should there be a discrepancy between the Scope of Work and the ITG, the Scope of Work shall supersede the ITG.
- E. Placement of all traps should occur so that all traps are in place by June 1, 2015. Remove traps at the next servicing after September 30, 2015.
- F. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
- The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-AGM1 is in grid EV241, subgrid 18, trap type is Asian gypsy moth (AGM), and it is designated as number "1" AGM trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
  - Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
    - Delta trap (green and orange for AGM & nun moth [NM], respectively) – full trap number and servicing and baiting dates on outside.
    - Pherocon® IIC (rosy moth [RM]) – full trap number and servicing and baiting dates on outside.
    - Milk carton trap (Siberian silk moth [SSM]) – full trap number and servicing and rebaiting dates on outside.
- G. Ensure that traps are serviced every 14 days from June 1 through September 30, 2015.
- H. Ensure that all sticky traps (i.e., AGM, NM, RM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

- I. Ensure that all activities are performed following CDFA management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR, available at <http://www.cdfa.ca.gov/plant/peir/>. Complete the Tiering Checklist prior to conducting trapping activities and mark and follow management practices and mitigation measures as required for each specific activity. The Checklist and descriptions of the CDFA management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3\\_Appendices\\_B-G.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf)), Mitigation Reporting Program at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4\\_Appendices\\_H-P.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. A checklist template is attached, and a copy of each completed checklist should be submitted along with the agreement.
- J. Maintain a Daily Trapping Summary (DTS) (Form 60-210)<sup>1</sup> for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years.
- K. Complete a monthly Pest Detection Report Number One (Form 66-035)<sup>2</sup>, documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.
- L. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- M. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated prior to the start of each new agreement. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- N. The latitude/longitude coordinates for the traps must be recorded in decimal degree format NAD 83 datum, using hand held GPS devices. The data must be entered onto the provided excel file "2015 Asian Defoliating Moth Survey Trap

<sup>1</sup> Form already provided to County

<sup>2</sup> Form already provided to County

Report."<sup>3</sup> Complete the report weekly and, once in the middle of the season and at the end of the season after the traps are removed, submit the report to Janamjeet Sohal at [janamjeet.sohal@cdfa.ca.gov](mailto:janamjeet.sohal@cdfa.ca.gov).

- O. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved methods. See Collection and Submission of Samples in the "Asian Defoliating Moth Survey CAPS Guidelines - 2015." A copy can be obtained by contacting Janamjeet Sohal.
- P. Allow state detection personnel and/or federal officers to perform quality control inspections on all ADM trap lines.
- Q. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- R. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:

Joanne Shimada  
CDFA- PD/EP  
1220 N Street, Room 315  
Sacramento, CA 95814

[joanne.shimada@cdfa.ca.gov](mailto:joanne.shimada@cdfa.ca.gov)

1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
2. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
3. A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
  - County name
  - County address
  - Remit to address
  - Date of submittal
  - Agreement name
  - Agreement number

---

<sup>3</sup> Form already provided to County



- Billing period
  - Allowable itemized charges as listed on the Financial Plan.
    - Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
    - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
4. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #3.
  5. To insure payment of work performed, all invoices must be received no later than 30 days after the agreement expires.
  6. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

## Attachment 1 - Tiering Strategy Checklist

Start Date:	June 1, 2015
Project Leader:	Jeff Dolf
Description of Activity:	Pheromone traps for four Asian defoliating moths (ADM) (Asian gypsy moth, nun moth, rosy moth, and Siberian silk moth) hung in or near host plants from June through September. Siberian silk moth trap also includes DDVP strip. Residents notified at time of placement
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Port of Eureka, Humboldt County ADM trapping occurs in a one-mile radius surrounding the port. Residential, mixed use, and undeveloped properties are within the area.

### Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian defoliating moths.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

### Part B

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

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

**Part C**

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

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	
Signature*:	
End Date:	

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















## EXHIBIT B

### PAYMENT PROVISIONS AND BUDGET

#### 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 Exhibit A, 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. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
- 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.

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

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1	Bret Stewart	Ag Inspector 1	8.00	10.00	80.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
				<b>Subtotal:</b>	<b>80.00</b>

2. SALARIES - Detection Trappers

			<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1	Bret Stewart	Ag Inspector 1	\$16.95	80.00	\$1,356.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00
7			\$0.00	0.00	\$0.00
8			\$0.00	0.00	\$0.00
9			\$0.00	0.00	\$0.00
10			\$0.00	0.00	\$0.00
				<b>Subtotal:</b>	<b>\$1,356.00</b>

3. BENEFITS - Detection Trappers

			<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	Bret Stewart	Ag Inspector 1	8.0000%	\$1,356.00	\$108.00
2			0.0000%	\$0.00	\$0.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
8			0.0000%	\$0.00	\$0.00
9			0.0000%	\$0.00	\$0.00
10			0.0000%	\$0.00	\$0.00
				<b>Subtotal:</b>	<b>\$108.00</b>

**DETECTION STAFF SUBTOTAL: \$1,464.00**

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1	Nanci Bryant	Executive secretary	2.00	3.00	6.00
2	David Juliano	Senior Ag Inspector	2.00	2.00	4.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
				<b>Subtotal:</b>	<b>10.00</b>

5. SALARIES - Non-Detection Staff

			<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1	Nanci Bryant	Executive secretary	\$29.98	6.00	\$180.00
2	David Juliano	Senior Ag Inspector	\$37.01	4.00	\$148.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00
				<b>Subtotal:</b>	<b>\$328.00</b>

6. BENEFITS - Non-Detection Staff

1	Nanci Bryant	Executive secretary
2	David Juliano	Senior Ag Inspector
3		
4		
5		
6		

BENEFIT RATE (%)	SALARY	BENEFIT COST
33.0000%	\$180.00	\$59.00
33.0000%	\$148.00	\$49.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
	<b>Subtotal:</b>	<b>\$108.00</b>

NON-DETECTION STAFF SUBTOTAL: \$436.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$1,684.00	\$216.00	\$475.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$2,375.00</b>

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

Description	COST
1 Office supplies	\$50.00
2	\$0.00
3	\$0.00
4	\$0.00
	<b>TOTAL SUPPLY COST: \$50.00</b>

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
	<b>TOTAL SUBCONTRACTOR COST:</b>		<b>\$0.00</b>

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	1.50	250.00	\$0.575	\$216.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$216.00</b>	

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
	<b>TOTAL SUPPLY COST: \$0.00</b>

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

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

FY 2014-15 ADM Trapping Total Cost: \$2,641.00

ADM Trapping Total Cost \$7,558.00

COMMENTS:

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

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Bret Stewart	Ag Inspector 1	8.00	18.00	144.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
				<b>Subtotal:</b>	<b>144.00</b>

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Bret Stewart	Ag Inspector 1	\$16.95	144.00	\$2,441.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00
7			\$0.00	0.00	\$0.00
8			\$0.00	0.00	\$0.00
9			\$0.00	0.00	\$0.00
10			\$0.00	0.00	\$0.00
				<b>Subtotal:</b>	<b>\$2,441.00</b>

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Bret Stewart	Ag Inspector 1	8.0000%	\$2,441.00	\$195.00
2			0.0000%	\$0.00	\$0.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
8			0.0000%	\$0.00	\$0.00
9			0.0000%	\$0.00	\$0.00
10			0.0000%	\$0.00	\$0.00
				<b>Subtotal:</b>	<b>\$195.00</b>

**DETECTION STAFF SUBTOTAL: \$2,636.00**

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Nanci Bryant	Executive secretary	2.00	7.00	14.00
2	David Julliano	Senior Ag Inspector	2.00	4.00	8.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
				<b>Subtotal:</b>	<b>22.00</b>

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Nanci Bryant	Executive secretary	\$29.98	14.00	\$420.00
2	David Juliano	Senior Ag Inspector	\$37.01	8.00	\$296.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
6			\$0.00	0.00	\$0.00
				<b>Subtotal:</b>	<b>\$716.00</b>

**6. BENEFITS - Non-Detection Staff**

1	Nanci Bryant	Executive secretary
2	David Juliano	Senior Ag Inspector
3		
4		
5		
6		

BENEFIT RATE (%)	SALARY	BENEFIT COST
33.0000%	\$420.00	\$139.00
33.0000%	\$296.00	\$98.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
	<b>Subtotal:</b>	<b>\$237.00</b>

**NON-DETECTION STAFF SUBTOTAL: \$953.00**

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$3,157.00	\$432.00	\$897.00
<b>TOTAL PERSONNEL COST :</b>		<b>\$4,486.00</b>

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
	<b>TOTAL SUPPLY COST: \$0.00</b>

**C. SUBCONTRACTOR TITLE**

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
	<b>TOTAL SUBCONTRACTOR COST:</b>		<b>\$0.00</b>

**D. VEHICLE OPERATIONS**

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	3.00	250.00	\$0.575	\$431.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
<b>VEHICLE COST TOTAL:</b>				<b>\$431.00</b>	

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

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
	<b>TOTAL SUPPLY COST: \$0.00</b>

\* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.  
 \* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe be

<b>FY 2015-16 ADM Trapping Total Cost:</b>	<b>\$4,917.00</b>
--	-------------------

**COMMENTS:**

## EXHIBIT C

### 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 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 Grant 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, subject to the requirements of 2 CFR 200.471, applicable to sponsored agreements.

**12. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Exhibit A, 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 United States Department of Agriculture logo or 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 Exhibit A, Scope of Work, Exhibit B, 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. 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 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](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 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).