



**Tulare County Agricultural
Commissioner/Sealer
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
MIKE ENNIS
District Five

AGENDA DATE: August 4, 2020 **REVISED**

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Christopher Greer PHONE: 559-684-337		

SUBJECT: Approve an Agreement with the California Department of Food and Agriculture for Glassy-winged Sharpshooter response/control program

REQUEST(S):
That the Board of Supervisors:

1. Approve an Agreement Number 19-0727-010-SF with the California Department of Food and Agriculture in the amount of \$800,000.00, for the multiyear detection and suppression of the Glassy-winged Sharpshooter (GWSS) program, retroactive from July 1, 2020 through June 30, 2022.
2. Find that the Board has authority to enter into the proposed Agreement as of July 1, 2020 and that it is in the County's best interest to enter into the Agreement on that date.
3. Authorize the Chair of the Board to sign two copies of the Agreement.
4. Approve a Categorical Exemption consistent with the California Environmental Quality Act (CEQA) Title 14 California Code of Regulations (CCR), Section 15061(b)(3) Common Sense Exemption and Section 15308 Actions by Regulatory Agencies for Protection.
5. Find there is no substantial evidence that the activity will have a significant effect on the environment and determine the Categorical Exemption is consistent with CEQA Title 14 CCR, Section 15061(b)(3) Common Sense Exemption and Section 15308 Actions by Regulatory Agencies for Protection of the Environment, that was prepared for Glassy-winged Sharpshooter

SUBJECT: Approve an Agreement with the California Department of Food and
DATE: Agriculture for Glassy-winged Sharpshooter response/control program
August 4, 2020

response/control program reflects the independent judgement of the County and has been completed in compliance with the CEQA of 1970, as amended.

6. Direct and authorize the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk-Recorder.

SUMMARY:

This Agreement is intended to subvent costs incurred by the County when providing early detection and suppression of this potentially devastating pest. This is a two-year Agreement that will continue Tulare County's campaign to suppress the insect pest through FY 2021/22.

The program is designed to reduce the GWSS in Tulare County, detect and identify new infestations, and to control existing populations. This is primarily accomplished through insect trapping, visual inspections, and surveys. The program also monitors the presence of Pierce's Disease (*Xyella fastidiosa*) in Tulare County orchards, vineyards, and ornamental plantings, using visual surveys. Pierce's Disease is a potentially devastating plant disease transmitted by the GWSS.

The agreement has been approved as to form by County Counsel. The following term deviates substantively from the standard County boilerplate:

Indemnification—neither party to the agreement will indemnify the other, both parties will be held mutually and proportionally liable for any wrongful or negligent conduct.

In accordance with CEQA, the County has also determined that a categorical exception is applicable to the proposed action: State CEQA Guidelines Section 15061(b)(3) Common Sense Exemption and Section 15308 Actions by Regulatory Agencies for Protection of the Environment.

FISCAL IMPACT/FINANCING:

This Agreement provides \$400,000.00 for FY 2020/21 and \$400,000.00 for FY 2021/22, for a total amount of \$800,000.00 to cover the cost of the program. The revenues and associated expenditures for this agreement have been or will be included in the Agricultural Commissioner's FY 2020/21 and FY 2021/22 budgets. There will be no additional net county costs in performing this program.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Strategic Initiative #2: Economic Well-Being. Approval of this Agreement will promote economic development opportunities, effective growth management and a quality standard of living. The program will provide early detection and suppression of the potentially devastating GWSS insect pest and is consistent with the County's objective of continuing to protect the County's agricultural-based economy.

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ADMINISTRATIVE SIGN-OFF:

A handwritten signature in blue ink that reads "Christopher P. Greer". The signature is written in a cursive style with a large initial "C" and "G".

Christopher P. Greer
Assistant Agricultural Commissioner
Sealer of Weights and Measures

cc: County Administrative Office

Attachment(s) CDFA Agreement Number 19-0727-010-SF
Notice of Exemption, California Environmental Quality Act

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AGREEMENT WITH THE CALIFORNIA) Resolution No. _____
DEPARTMENT OF FOOD AND) Agreement No. _____
AGRICULTURE FOR GLASSY-WINGED)
SHARPSHOOTER RESPONSE/CONTROL)
PROGRAM

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

That the Board of Supervisors:

1. Approved an Agreement Number 19-0727-010-SF with the California Department of Food and Agriculture in the amount of \$800,000.00, for the multiyear detection and suppression of the Glassy-winged Sharpshooter (GWSS) program, retroactive from July 1, 2020 through June 30, 2022.
2. Found that the Board had authority to enter into the proposed Agreement as of July 1, 2020 and that it was in the County's best interest to enter into the Agreement on that date.
3. Authorized the Chair of the Board to sign two copies of the Agreement.
4. Approved a Categorical Exemption consistent with the California Environmental Quality Act (CEQA) Title 14 California Code of Regulations

(CCR), Section 15061(b)(3) Common Sense Exemption and Section 15308 Actions by Regulatory Agencies for Protection.

5. Found that there is no substantial evidence that the activity will have a significant effect on the environment and determine the Categorical Exemption is consistent with CEQA Title 14 CCR, Section 15061(b)(3) Common Sense Exemption and Section 15308 Actions by Regulatory Agencies for Protection of the Environment, that was prepared for Glassy-winged Sharpshooter response/control program reflects the independent judgement of the County and has been completed in compliance with the CEQA of 1970, as amended.
6. Directed and authorized the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk-Recorder.

Notice of Exemption

Fee Exempt per Government Code Section 6103

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk-Recorder
Room 105, Courthouse
221 South Mooney Boulevard
Visalia, California 93291

Date filed by Tulare County Clerk-Recorder

Lead Agency: Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, Ca 93277 (559) 624-7000
Attn: hguerra@co.tulare.ca.us

Applicant(s): County of Tulare Agricultural Commissioner/Sealer
4437 S. Laspina St.
Tulare, CA 93274 (559) 684-3350

Project Title: CDFA Glassy-winged Sharpshooter Control Program FY 20/21 & 21/22

Project Location - Specific: Throughout Tulare County, CA

Project Location- Section, Township, Range: N/A

Project Location - City: N/A

Project Location - County: Tulare

Description of Nature, Purpose, and Beneficiaries of Project: The Tulare County Board of Supervisors (on July 1, 2020) entered into an Agreement with the State of California Department of Food and Agriculture (CDFA) to provide funding for the County of Tulare Agriculture Commissioner's Office to offset costs of providing and continuing the pest management and detection program to detect and mitigate the presence of Glassy-winged Sharpshooter (GWSS). The continuation of this program is important in substantially reducing the population of GWSS in order to decrease the potential for the spread of Pierce's Disease. The detection and treatment of this invasive Pest is critically important to the agricultural industry within Tulare County and the State of California. Implementing the program as provided by CDFA (i.e., detect/identify/control new GWSS infestations through insect trapping, visual inspection and surveys) would mitigate the spread of the invasive GWSS Pest that threaten the Table Grape Industry. As such, the funds will result in a public benefit by supporting the actions necessary to mitigate the invasive GWSS Pest and protect the Table Grape Industry as noted above.

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Common Sense Rule: CEQA guidelines 15061 (b)(3)
- Categorical Exemption Section 15308 Actions by Regulatory Agencies for Protection of the Environment
- Statutory Exemptions:

Reasons why project is exempt: This action is consistent with CEQA Guidelines (California Administrative Code, Title 14, Division 6) Section 15061 (b)(3) that there is no possibility that the proposed grant activity may have a significant effect on the environment. Thus, Section 15061 (b)(3) is applicable and appropriate for this project. Further, CDFA certified a Final Program Environmental Impact Report (PEIR) Project No. 11001 for the Statewide Plant Pest Prevention and Management Program as an ongoing effort by CDFA to protect California's agriculture from damage caused by invasive plant species. As such, the use of Section 15308 Actions by Regulatory Agencies for Protection of the Environment is appropriate and applicable.

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Representative Christopher P. Greer, Assistant Agricultural Commissioner/Sealer

Telephone: 559-684-3350

Signature: _____ Date: _____ Title: Chief Environmental Planner
Hector Guerra

Signature: _____ Date: _____ Title: Environmental Assessment Officer
Reed Schenke, PE RMA Director

Signed by Lead Agency

Date received for filing at OPR: N/A

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0727-010-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 TULARE

2. The Agreement Term is: July 1, 2020 through June 30, 2022

3. The maximum amount of this Agreement is: \$800,000.00

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

Exhibit A: Prime Award Information Recipient and Project Information	Approved as to Form County Counsel By: /s/ Aaron Zaheen Matter No. 2020799	2 Page(s)
Exhibit B: General Terms and Conditions		4 Page(s)
Exhibit C: Payment and Budget Provisions		1 Page
Exhibit D: Federal Terms and Conditions		3 Page(s)
Attachments: Scope of Work and Budget		

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

RECIPIENT

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
4437 S Laspina Street, Tulare, CA 93274

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP20PPQFO000C001
Federal Award Date:	02/10/2020
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$15,574,754.00
Effective Dates for CDFA:	10/01/2019 through 09/30/2020
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

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

Project Title: GWSS Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Craig Hanes	Name:	Tom Tucker
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF TULARE
Address:	1220 N Street	Address:	4437 S Laspina Street
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Tulare, CA 93274
Phone:	916-900-5244	Phone:	559-684-3350
Email Address:	craig.hanes@cdfa.ca.gov	Email Address:	agininfo@co.tulare.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Myrna Villegas	Name:	Christopher Greer
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Tulare
Address:	1220 N Street	Address:	4437 S. Laspina St
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Tulare CA 93274
Phone:	916-900-5254	Phone:	559-684-3350
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	Cgreer@co.tulare.ca.us

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

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.
2. **Assignment**
This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.
3. **Governing Law**
This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.
4. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.
5. **Recipient Commitments**
The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.
6. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.
7. **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.
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. **Contractors/Consultants**
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.
10. **Non-Discrimination Clause**
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 or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient 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 *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.

- 11. 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.
- 12. Disputes**
The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.
- 13. 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.
- 14. Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.
- 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. Suspension of Payments**
Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

- 17. Breach Provisions**
The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Freedom of Information Act. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a 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 California Department of General Services.

26. Amendments

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

27. Plant Protection Act Memorandum of Understanding

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are non-existent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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



Tulare County Agricultural Commissioner/Sealer

Tom Tucker, Agricultural Commissioner
Sealer of Weights and Measures

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FISCAL YEARS

2020-2021

2021-2022

TULARE COUNTY

Minute Order (or Board Resolution) of Board of Supervisors Designating Local Public Entity Pursuant to Food and Agricultural Code Section 6046(f)

Local Public Entity's Designated Pierce's Disease Control Program Coordinator and Contact Information

Response/Control Program for Pierce's Disease and its Vectors, and Other Designated Pests and Diseases

Regulation of Commodity Movement

Survey Plan

Enforcement Options and Authorities

Standards and Restrictions

Workplan Assurances

Local Appeal Process

PIERCE'S DISEASE CONTROL PROGRAM

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL PUBLIC
ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE SECTION 6046(f)**

The Board Resolution will be returned to CDFA with the signed agreement.

PIERCE'S DISEASE CONTROL PROGRAM

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

PRIMARY CONTACT:

Name: Tom Tucker
Address: 4437 S. Laspina St., Ste A
Phone Number: 559-684-3350
Fax Number: 559-713-3768
E-Mail Address: TTucker@co.tulare.ca.us

ALTERNATE CONTACT (IF APPLICABLE)

Name: Christopher Greer
Address: 4437 S. Laspina St., Ste A
Phone Number: 559-684-3350
Fax Number: 559-713-3768
E-Mail Address: CGreer@co.tulare.ca.us

PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS,
AND OTHER DESIGNATED PESTS AND DISEASES

TULARE COUNTY

Objective

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in Tulare County and suppress or eradicate any populations as rapidly as possible.

RESPONSIBILITIES

CDFA Responsibilities

- The California Department of Food and Agriculture (CDFA) shall provide training on management practices at least one week prior to any activity occurring. The PEIR is available in its entirety at <https://www.cdfa.ca.gov/plant/peir/>.

Designated Agency

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

County Responsibilities

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- The County will ensure all activities follow CDFA management practices and any necessary mitigation measures required are consistent with CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR). The County, prior to conducting PDCP activities, will fill out the Tiering Checklists and follow management practices and mitigation measures as required for a specific activity. The CDFA management practices and mitigation measures are attached, and can also be found in the PEIR Appendix C, https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf. Mitigation Reporting Program at https://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and

Findings of Fact at <https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>.

- Copies of the completed Checklists must be submitted along with the agreement. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., PDCP XX County Trapping 07 01 20), replace the XX with the county number and replace "County" with the county name. When the agreement ends, the county dates and signs a copy of the Checklist and sends that copy to PDCP to signify that the PEIR requirements were implemented.
- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

ELEMENTS

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Delimitation Traps

Install and monitor delimitation traps radiating in appropriate distances from all live detections of GWSS.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of

success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers. The list of approved products for residential use is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 of Volume 1 Main Body.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Beekeeper Notification

The County will identify registered beekeepers in the treatment zone, in addition to the following:

- Notify registered beekeepers with information about the upcoming treatments.
- Notify ground personnel of any properties that are known to have bees.
- Identify potential unregistered beekeepers by educating ground personnel to be on the lookout for beehives.
- Educate ground personnel on how to handle bee encounters.
- Adhere to label requirements for pollinators.
- Adhere to label requirements for flowering hosts and bloom issues.

Public Outreach

The County will act as lead spokesperson for the PDCP activities within the County. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Multi-lingual speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

Medical/Veterinarian Information

The County will contact the Tulare County Health Officer (TCHO) with details of any proposed treatment. If the TCHO has questions about public health aspects of the program, please contact the Branch Chief of the Pierce's Disease Control Program at 916-900-5024.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 900-5002. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

General Treatment Procedures

Treatments will begin following the intensive survey and after all help lines are established and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the County, or by the County with agreement from the PDCP. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The County will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

Environmental Monitoring

The CDFA, in cooperation with County, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental

Monitoring/Pest Management Branch. The County personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored:

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the County.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

PIERCE'S DISEASE CONTROL PROGRAM
REGULATION OF COMMODITY MOVEMENT

The Tulare County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if it wishes to deviate from the protocols.

The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Statewide Pest Prevention Program Final PEIR on Page 3-46 – 3-50 of Volume 1 Main Body, and in any applicable Addenda.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

The Tulare County Department of Agriculture (County) will utilize as its guide, the CDFA GWSS Statewide Detection & Delimitation Protocols. These guidelines include minimum requirements to conduct a survey program. The County will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Detection & Delimitation Protocols.

In the event of an infestation, nurseries in the County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

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

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

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

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

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

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

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

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

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

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Tulare County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
2. The Tulare County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Tulare County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
4. The Tulare County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.
5. The Tulare County Department of Agriculture should invoice the Pierce's Disease Control Program on a monthly basis but no later than 120 days after the end of the month. Invoices not received within this timeframe may be disallowed for reimbursement.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

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

**PIERCE'S DISEASE CONTROL PROGRAM
BUDGET**

Tulare County Proposed PDCP Budget 2020-2021

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	38.16	10	381.60
Agricultural Pest Mgt Spec Enforcement Officer	35.63	20	712.60
Ag & Standards Inspector IV	34.76	10	347.60
Ag & Standards Inspector III	34.76	20	695.20
Ag & Standards Inspector II	30.97	575	17,807.75
Ag & Standards Inspector I	26.44	350	9,254.00
Ag & Standards Inspector Trn	23.94	400	9,576.00
Administrative Aide	21.27	250	5,317.50
Office Assistant III	22.16	40	886.40
	17.60	40	704.00
		1715	Total Permanent 45,682.65
Temporary Salaries			
EH Ag & Standards Inspector Aide	15.84	2500	39,600.00
EH Office Assistant III	17.60	20	352.00
		2520	Total Temporary 39,952.00
Staff Benefits			
Permanent	Rate 49.70%		22,704.28
Temporary	19.32%		7,718.73
			Total Benefits 30,423.01
Overtime (hours x salary)	45.78	100	Total Overtime 4,578.00
			Total Personnel Services 120,635.66

OPERATING EXPENSES

General Expense/Supplies			499.99
General Expense/Supplies (general office and field supplies)			100.00
Postage -- mailing PDCP information to homeowners			
**Vehicle Expense			
	Rate	Miles	
County @ \$0.575 per mile	0.575	30000	17,250.00
State @ \$0.285 per mile	0.285	0	-
Lease - 1 vehicle @ \$200 per month			500.00
Communication			500.00
Travel - Reason for travel requested by CDFA (per diem, airfare, car rental)			30,158.92
Indirect Cost (25% of total personnel services)	0.25		49,008.91
			Total Operating Expenses 49,008.91
Total Survey/Inspection Activities			\$ 169,644.56

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

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

The Regulatory/Treatment budget should only be completed if there will be a need for residential treatments.

REGULATORY/TREATMENT ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Ag Commissioner	38.16	15	572.40
Agricultural Pest Mgt Spec	35.63	20	712.60
Enforcement Officer	34.76	10	347.60
Ag & Standards Inspector IV	34.76	10	347.60
Ag & Standards Inspector III	30.97	115	3,561.55
Ag & Standards Inspector II	26.44	40	1,057.60
Ag & Standards Inspector I	23.94	70	1,675.80
Ag & Standards Inspector Trm	21.27	175	3,722.25
Administrative Aide	22.16	10	221.60
Office Assistant III	17.60	10	176.00
		475	
			Total Permanent
			12,395.00
Temporary Salaries			
EH Ag & Standards Inspector Aide	15.84	218	3,453.12
EH Office Assistant	17.60	10	176.00
		228	3,629.12
Staff Benefits	Rate		
Permanent	49.7000%		6,160.32
Temporary	19.3200%		701.15
			Total Benefits
			6,861.47
			Total Personnel Services
			22,885.59

OPERATING EXPENSES

General Expense			500.00
**Vehicle Expense - County @ \$0.575 per mile	0.575	2,171.22	1,248.45
Pest Control Operator			
Treatment for [area/location _____]	500.00	400.00	200,000.00
@ \$50 per hour			5,721.40
Indirect Cost (25% of total personnel services)	0.25		
			Total Regulatory/Treatment Activities
			\$ 230,355.44

TOTAL OF ALL ACTIVITIES

\$ 400,000.00

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

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

**PIERCE'S DISEASE CONTROL PROGRAM
BUDGET**

Tulare County Proposed PDCP Budget 2021-2022

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Agricultural Commissioner	38.16	10	381.60
Agricultural Pest Mgt Spec	35.63	20	712.60
Enforcement Officer	34.76	10	347.60
Ag & Standards Inspector IV	34.76	20	695.20
Ag & Standards Inspector III	30.97	575	17,807.75
Ag & Standards Inspector II	26.44	350	9,254.00
Ag & Standards Inspector I	23.94	400	9,576.00
Ag & Standards Inspector Trn	21.27	250	5,317.50
Administrative Aide	22.16	40	886.40
Office Assistant III	17.60	40	704.00
		1715	
			Total Permanent
			45,682.65
Temporary Salaries			
EH Ag & Standards Inspector Aide	15.84	2500	39,600.00
EH Office Assistant III	17.60	20	352.00
		2520	
			Total Temporary
			39,952.00
Staff Benefits			
	Rate		22,704.28
Permanent	49.70%		7,718.73
Temporary	19.32%		30,423.01
			Total Benefits
			30,423.01
Overtime (hours x salary)	45.78	100	Total Overtime
			4,578.00
			Total Personnel Services
			120,635.66

OPERATING EXPENSES

General Expense/Supplies			
General Expense/Supplies (general office and field supplies)			499.99
Postage -- mailing PDCP information to homeowners			100.00
**Vehicle Expense			
	Rate	Miles	
County @ \$0.575 per mile	0.575	30000	17,250.00
State @ \$0.285 per mile	0.285	0	-
Lease - 1 vehicle @ \$200 per month			500.00
Communication			500.00
Travel - Reason for travel requested by CDFA (per diem, airfare, car rental)			30,158.92
Indirect Cost (25% of total personnel services)	0.25		
			Total Operating Expenses
			49,008.91
			Total Survey/Inspection Activities
			\$ 169,644.56

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

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

The Regulatory/Treatment budget should only be completed if there will be a need for residential treatments.

REGULATORY/TREATMENT ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Deputy Ag Commissioner	38.16	15	572.40
Agricultural Pest Mgt Spec	35.63	20	712.60
Enforcement Officer	34.76	10	347.60
Ag & Standards Inspector IV	34.76	10	347.60
Ag & Standards Inspector III	30.97	115	3,561.55
Ag & Standards Inspector III	26.44	40	1,057.60
Ag & Standards Inspector I	23.94	70	1,675.80
Ag & Standards Inspector Trn	21.27	175	3,722.25
Administrative Aide	22.16	10	221.60
Office Assistant III	17.60	10	176.00
		475	
			Total Permanent 12,395.00
Temporary Salaries			
EH Ag & Standards Inspector Aide	15.84	218	3,453.12
EH Office Assistant	17.60	10	176.00
		228	3,629.12
Staff Benefits			
	Rate		
Permanent	49.7000%		6,160.32
Temporary	19.3200%		701.15
			Total Benefits 6,861.47
			Total Personnel Services 22,885.59

OPERATING EXPENSES

General Expense			500.00
**Vehicle Expense - County @ \$0.575 per mile	0.575	2,171.22	1,248.45
Pest Control Operator			
Treatment for (area/location _____)	500.00	400.00	200,000.00
@ \$50 per hour			5,721.40
Indirect Cost (25% of total personnel services)	0.25		

Total Regulatory/Treatment Activities \$ 230,355.44

TOTAL OF ALL ACTIVITIES \$ 400,000.00

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

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