

USDA, APHIS Agreement #	10-8500-0656-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	November 30, 2010

CONTINUATION
TO THE
NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
COUNTY OF TULARE (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE (APHIS)

Under the provisions of Article 19, Notice of Cooperative Agreement Award No. 09-8500-0656-CA is hereby continued for Fiscal Year 2010. All terms and conditions of this Agreement are presented below.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for Glassy-winged Sharpshooter.

ARTICLE 2 - AUTHORITIES

Under the Plant Protection Act, as amended, (7 USC §§ 7701 et. seq.) (PPA), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. A mutually satisfactory annual Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference.
- b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.
- c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

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d. APHIS will provide, through loan, the use of APHIS owned property and equipment to be used by the cooperator if agreed upon as necessary.

e. A physical inventory of all Federally-owned equipment loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.

f. The Cooperator shall be responsible for all maintenance, repairs and liability for any Federally-owned property while on loan from APHIS.

g. Any lost, stolen, destroyed, or damaged federally owned property must be reported to the APHIS State Office, for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property (Form AD-107) or a Report of Unserviceable, Lost, or Damaged Property, (Form Ad-112).

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

a. Designate in writing to APHIS the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Furnish personnel, as required, to accomplish the survey activities outlined in the Work Plan and Financial Plan.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. The Cooperator's representative designated as required in Article 4. a shall certify and submit to APHIS' authorized representative a semiannual accomplishment report on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. They are due no later than 30 days after the end of the second quarter and a final report is due no later than 90 days after the Agreement expires or terminates (June 30, 2010 and August 31, 2011). Any requests for an extension of time to submit the report must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

e. Submit to APHIS' authorized representative properly certified semiannual Federal Financial Report (FFR), no later than 30 days after the end of the second quarter and a final FFR no later than 90 days after the Agreement expires or terminates (June 30 2010 and August 31 2011). Any requests for an extension of time to submit the FFR must be justified and made

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in writing to APHIS' authorized representative before expiration of the initial 30 or 90 days period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.

f. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1), which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the Cooperator further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The Cooperator also agrees to update the CCR information as necessary and to renew the registration annually prior to its expiration date. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. Cooperators without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

i. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21 (g), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

j. Comply with 7 CFR 3017, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement are not debarred or suspended. Sub recipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

k. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

l. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for

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completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.

m. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

n. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

o. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non- government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

p. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 10 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

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r. When the Federal share of total project costs as reflected in the Financial Plan is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision. Transfers of funds among programs, function, or activities as indicated in Section B of the SF-424A, are prohibited.

s. Submit to APHIS' designated Federal official all property management and accident reports.

t. MRP Form 74, Vehicle Sharing Checklist, will be completed before and after the vehicle is shared.

u. If Federally owned or leased vehicles are loaned, then the cooperator will manage APHIS-owned or leased vehicles in accordance with the following terms and conditions and as outlined in the APHIS Motor Vehicle Fleet Management Manual:

1. Use APHIS-owned and/or leased vehicles for official Program activities only. Home-to-work transportation will not be authorized.
2. The registration for these vehicles will remain with APHIS. United States Government license plates will remain on each vehicle and only operators with a valid State driver's license, and approved to operate Program vehicles, will be authorized to operate these Federal vehicles.
3. All Federal gasoline credit cards will be surrendered to and retained by APHIS.
4. Complete an annual vehicle inspection. Each Federally-owned vehicle must be inspected by a qualified mechanic a least once a year. The Cooperator's operator should obtain the inspection, if possible, at a time when other maintenance is scheduled. Inspections may be obtained from a Government facility, an authorized dealer, or a qualified commercial garage or service station. The Cooperator's operator must provide the facility doing the inspection with an Annual Vehicle Inspection Checklist, MRP-65. The original MRP-65 is retained in the vehicle with a copy to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a)
5. Accommodate APHIS in conducting a physical inventory of all Federally owned property to include vehicles upon the date of delivery to the Program. These records will be the property of APHIS.
6. Each Program work unit will maintain proper security and control over their respective inventory of Federally-owned or leased vehicles. As well as providing off street storage facilities. Any vehicle moved from one location to

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another will be properly documented and reported to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a) in order to revise the inventory listing and/or complete an AD-107 "Report of Transfer or Other Disposition or Construction of Property," when necessary.

7. Any lost, stolen, or damaged Federally owned/leased vehicles must be reported to the Program Vehicle Fleet Manager as designated in article 5(a) for completion of the following forms; AD-107, "Report of Transfer, or other Disposition or Construction of Property," or AD-112, "Report of Unserviceable, Lost or Damaged Property."
 8. Cover all operation costs of the vehicles while they are on loan.
 9. Submit to the APHIS designated Federal official (Co-Director) all property management and accident reports required and/or prepared in the event of an accident. These requirements are specified in the USDA, APHIS, Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual.
 10. Ensure that complete accident reporting kits are maintained in the APHIS owned/leased vehicles at all times.
 11. Provide routine maintenance and repair all damages to Federally owned/leased vehicles, less normal wear and tear, except the replacement costs are reimbursable to APHIS. Safety inspection, usage, maintenance, and reporting will be subject to those requirements as stated in the USDA, APHIS Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual and as stated in the manufacturer's vehicles manuals.
- v. Provide 30 Days notice to APHIS when Federally owned/leased vehicles will no longer be needed for use on the Program or provide 30 days temporary storage for the vehicle at a central location to be mutually agreed upon by the State and/or Foundation and APHIS pending disposition advice. All vehicles loaned to the State and/or Foundation will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs.
- w. The value of any APHIS owned/leased vehicles (determined by APHIS Marketing and Regulatory Practices Business Services, Administrative Services Division, Property Team) should they be totally destroyed or damaged, less normal wear and tear, will be billed to the State and/or Foundation or its designated insurance company for the National Automobile Dealers Association's average retail value adjusted for use and options, upon completion of this agreement. The cost of storage and any other cost associated with the disposition of a vehicle, less salvage value, will also be adjusted.
- x. Indemnify and hold harmless the United States, its officers, agents, and employees, from and against any and all liability, damage, loss, cost and expense, which may accrue to or be sustained by the United States, its officers, agents, or employees, on account of any claim, suit,

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or action, made or brought against the United States, its officers, agents, or employees, for the death of or injury to persons, or damage to or destruction of property sustained in connection with this Agreement, except any negligent or wrongful disregard of human rights, safety, or property, perpetrated by the United States, its agencies, subdivisions, officers, agents or employees.

y. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

z. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by prohibiting Cooperator employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the Cooperator to implement--and to encourage its recipients, subrecipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

aa. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

bb. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be

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relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

cc. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

dd. Any information furnished to APHIS under this Agreement is subject to the Freedom of Information Act (5 USC 552).

ee. As a condition of this grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the Cooperator APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the Work Plan and Financial Plan.

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e. Upon receipt of the final Federal Financial Report, provide written notification to the cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator.

f. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

g. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 – AVAILABILITY OF FUNDING

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 8 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

As a condition of this award, the Cooperator agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 10 – TITLE TO EQUIPMENT

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APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 11 – PATENTS AND INVENTIONS

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 12 - COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 13 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

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When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the Cooperator of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this Agreement.

ARTICLE 14 – FEDERAL VEHICLE MANAGEMENT

The Cooperator agrees to comply with the requirements of 41 CFR 101-38.301-1 (41 CFR 102-34 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The Cooperator further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally owned or leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

ARTICLE 15 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 16 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this Agreement is subject to a one-time extension of up to 12 months to complete this project. The Cooperator must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

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ARTICLE 17 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b(2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

ARTICLE 18 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

a. Provisions applicable to a recipient that is a private entity.

- 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- 2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—
 - i) Associated with performance under this award; or
 - ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.

b. Provision applicable to a recipient other than a private entity. We as the Federal

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awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either--
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.
- 2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to use under this award.
- 3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1) "Employee" means either:
 - a) An individual employed by your or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.

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- 2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3) "Private entity":
 - a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b) Includes:
 - i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii) A for-profit organization.
- 4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE 19 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

- a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."
- b. For the purposes of the requirement:
 1. Passenger or freight service by a certified air carrier is considered "available" even though:
 - a. Comparable or a different kind of service by a noncertificated air carrier costs less; or
 - b. Service by a noncertificated air carrier can be paid for in excess foreign currency; or
 - c. Service by a noncertificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.
 2. Passenger service by a certificated air carrier is considered to be "unavailable":
 - a. When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

USDA, APHIS Agreement #	10-8500-0656-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	November 30, 2010

b. When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

c. When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

ARTICLE 20 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$700,000 and the Cooperator’s share is \$0.00 for a total project cost of \$700,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective December 1, 2009, and shall continue through November 30, 2010, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

COUNTY OF TULARE

_____ Date
J. Steven Worthley, Chairman
Board of Supervisors

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

_____ Date
Phillip E. Garcia
Regional Director
Western Regional Director, PPQ

BOC: 2551
Accounting Code: 016-8500-381
Amount: \$700,000

AREA-WIDE MANAGEMENT OF GLASSY-WINGED SHARPSHOOTER IN TULARE COUNTY

The Glassy-winged sharpshooter (GWSS) (*Homalodisca vitripennis*) has become established in California as a significant pest in grapes. Since GWSS is a known vector of *Xylella fastidiosa*, a bacterium that causes Pierce's disease (PD) in grapes, the potential to impact grape growing areas with PD is significant. The potential for a significant economic impact on the grape industry by this host plant – vector – disease triangle has been documented in Temecula, CA as well as Kern County, CA. The same threat exists in the robust agricultural area of Tulare County, where GWSS populations are in abundance and PD has been identified.

Field surveys in Tulare County indicate that GWSS populations are widely distributed over several different host plants including perennial agronomic crops, ornamental plantings, and weedy plant species. Data from these surveys suggest that GWSS populations are utilizing citrus as its primary reproductive host, and that it may be the predominant over-wintering host while grapes, stone fruit, ornamental hosts and weedy species are dormant. The General Beale Pilot Project, and subsequent area-wide projects in Kern County, have demonstrated a strategy for significantly reducing the GWSS in its over wintering host is feasible during the winter and early spring months, prior to the GWSS adult migration into surrounding hosts.

The diversity of agriculture in Tulare County and the wide host range of this pest makes individual grower management strategies for GWSS very challenging. Growers have adopted pest management strategies for a variety of other pests in this area prior to the introduction of the GWSS. The addition of a major pest like GWSS into this production system compounds attempts by individual growers to manage the insect on an individual farm basis. Therefore it is essential that a management strategy be implemented that will bridge the challenges to individual growers and consider the entire growing area in a management plan.

The Pierce's disease inoculum is known throughout the county. Since it is known that the disease-vector-host triangle can be devastating to an area, it is essential that a proactive campaign be initiated to identify vines that are symptomatic early in the disease cycle. Appropriate measures must be taken to remove this and other sources of inoculum from the area where GWSS are known to be established.

The Geographic Boundaries of the Management Plan

The Area-wide management program is defined by the Fresno - Tulare County line to the north, east of Road 80 to State Highway 198, east of Road 140 to State Highway 137, east of State Highway 137 to Road 152, east of Road 152 to the Tulare – Kern County line to the foothills of the Sierra Nevada to the east.

The Geographic Boundaries of the Management Plan

The Area-wide management program is defined by the Fresno - Tulare County line to the north, east of Road 80 to State Highway 198, east of Road 140 to State Highway 137, east of State Highway 137 to Road 152, east of Road 152 to the Tulare – Kern County line to the foothills of the Sierra Nevada to the east.

Monitoring

Monitoring for GWSS and PD will occur through out the entire program area. This is essential for providing feedback to program managers and to keep growers and all parties informed on the progress of the program. A sticky-trap monitoring program will be established throughout the management area to determine relative GWSS population abundance. All zones will have traps set up on a one-quarter mile grid. All traps will be serviced on a weekly interval with the numbers of GWSS recorded. The traps will be replaced with new traps each week and the used traps will be archived for quality control samples to be made to insure data integrity.

The sticky traps in the agricultural area will also serve as indicators of post treatment hot spots where initial treatments were not necessary because of initial population levels or where the GWSS have rebounded from a treatment that was made earlier. An essential component of an area-wide approach is the timeliness of data acquisition to be used in decision-making. A system for collecting and analyzing the data in near real-time will provide decision makers with the information necessary to manage the program.

As control strategies are implemented to mitigate GWSS populations in the county that are in close proximity to urban population centers, additional monitoring in the urban areas becomes more critical. This will serve to monitor population abundance and any movement of GWSS that may occur in the urban environment. Data from the urban traps will help focus the release of beneficial insects into areas where their chance for establishment can be enhanced.

GWSS Treatments

Monitoring will occur at distinct times to provide accurate data to drive management decisions within the program. Pre-treatment monitoring within individual grower blocks may be used to determine whether or not GWSS numbers necessitate initial “knock-down” treatments. If GWSS numbers are not detectable using the developed monitoring protocol, initial knockdown treatments will not be necessary. Post treatment monitoring may be used to determine the efficacy of the treatment, percent reduction from initial density, and to determine if follow up treatments are necessary.

Treatment Parameters

In order to effectively manage and prevent a build up of GWSS populations, a layering of criteria for treating a citrus grove is needed. The program will use existing data from traps, in-field observation and treatment history to develop a decision matrix for treating a smaller population of insects. This historical data will be stacked as illustrated below:

1. Treatment of GWSS in citrus in 2009;
2. Fall foliar treatment of GWSS in citrus in 2009;
3. Cumulative sticky trap catches from August through December 2009;
4. Cumulative sticky trap catches in 2010 to date.

Hot Spot Treatment

The potential for small population outbreaks to occur exists in prior treated areas in those groves that did not meet earlier treatment thresholds. In addition to these, GWSS populations may rebound from prior treatments for various reasons. Treatment recommendations will be tailored for each individual situation based on populations and crop.

Windbreak Treatments

The experience with the windbreak trees in the General Beale Pilot Project in Kern County indicates that these perennial plantings can serve as reservoirs for GWSS throughout the year. Windbreak treatments may be utilized where the program deems necessary with supporting trap and survey data.

Urban GWSS Populations within the Management Area

The urban GWSS populations provide a unique challenge since there are many horticultural hosts in these areas. The use of beneficial insects within the urban landscape may provide a management strategy to mitigate the problem. Since grapes and citrus are in close proximity to these significant GWSS hosts, particularly in the smaller urban areas, a strategy to prevent the movement of the insects from these areas into the agricultural crops may be implemented.

Pierce's Disease Survey

Once diseased plants are identified, appropriate mitigation practices will be followed to remove this source of inoculum. Due to the expansive nature of the program and the large number of growers within the area, a liaison to the UC Cooperative Extension office is required to lead efforts to ensure that growers are informed of appropriate management strategies. The liaison's responsibilities include, but are not limited to:

1. Working with the UCCE Viticulture Farm Advisor to educate growers, pest control advisors, irrigators and all those who have regular functions in the vineyard on the identification and management strategies for Pierce's disease.

DETAILED FINANCIAL PLAN
TULARE COUNTY AGRICULTURAL COMMISSIONER/SEALER
December 1, 2009 – November 30, 2010

Financial Plan must match the SF-424A, Section B. Budget Categories

ITEM	APHIS FUNDS	COUNTY FUNDS	TOTAL
PERSONNEL:	\$0.00	\$0.00	\$0.00
FRINGE BENEFITS:	\$0.00	\$0.00	\$0.00
TRAVEL:	\$0.00	\$0.00	\$0.00
EQUIPMENT:	\$0.00	\$0.00	\$0.00
SUPPLIES:	\$0.00	\$0.00	\$0.00
CONTRACTUAL:			
<u>800⁺ Grower Compliance Agreements:</u>			
7,798.9201 acres			
Imidacloprid 2F	\$428,940.61	\$0.00	\$428,940.61
@ \$55.00 per acre			
per application			
4,126.97 acres various	\$271,059.39	\$0.00	\$271,059.39
@ \$65.68 per acre			
per application			
OTHER:	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COSTS:	\$700,000.00	\$0.00	\$700,000.00
INDIRECT COSTS:	\$0.00	\$0.00	\$0.00
TOTAL:	\$700,000.00	\$0.00	\$700,000.00
COST SHARE INFORMATION:	100%	0%	

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	2. DATE SUBMITTED	Applicant Identifier
			3. DATE RECEIVED BY STATE	State Application Identifier
			4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 10-8500-0656-CA
5. APPLICANT INFORMATION				
Legal Name: TULARE COUNTY BOARD OF SUPERVISORS		Organizational Unit: Department: AGRICULTURAL COMMISSIONER Division:		
Organizational DUNS: 157108221		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: MS. First Name: MARILYN Middle Name Last Name KINOSHITA Suffix:		
Address: Street: 2800 W BURREL AVE., SUITE G		Email: mkinoshi@co.tulare.ca.us		
City: VISALIA		Phone Number (give area code) Fax Number (give area code)		
County: TULARE		Other (specify)		
State: CALIFORNIA Zip Code 93291		9. NAME OF FEDERAL AGENCY: USDA, APHIS, PPQ		
Country: USA		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: AREA WIDE MANAGEMENT OF GLASSY-WINGED SHARPSHOOTER IN TULARE COUNTY		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 94-6000545		7. TYPE OF APPLICANT: (See back of form for Application Types) B. Other (specify)		
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): 10-025		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): COUNTY OF TULARE		14. CONGRESSIONAL DISTRICTS OF: a. Applicant DISTRICT 21 - DEVIN NUNES b. Project DISTRICT 21 - DEVIN NUNES		
13. PROPOSED PROJECT Start Date: 12/01/2009 Ending Date: 11/30/2010		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
15. ESTIMATED FUNDING:		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
a. Federal \$ 700,000.00 b. Applicant \$.00 c. State \$.00 d. Local \$.00 e. Other \$.00 f. Program Income \$.00 g. TOTAL \$ 700,000.00		18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
a. Authorized Representative				
Prefix		First Name J.		Middle Name STEVEN
Last Name WORTHLEY				Suffix
b. Title CHAIRMAN OF THE BOARD OF SUPERVISORS		c. Telephone Number (give area code) 559-636-5000		
d. Signature of Authorized Representative		e. Date Signed		

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> 	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. GWSS PROJECT	10-025	\$	\$	\$ 700,000.00	\$	\$ 700,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 700,000.00	\$	\$ 700,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)	(4)	(5)	
a. Personnel	\$	\$	\$	\$	\$	
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual		700,000.00				700,000.00
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)						
j. Indirect Charges						
k. TOTALS (sum of 6i and 6j)	\$	700,000.00	\$	\$	\$	700,000.00
7. Program Income	\$		\$	\$	\$	

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	SECTION D - FORECASTED CASH NEEDS				
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 700,00.00	\$ 0.00	\$ 168,750.00	\$ 362,500.00	\$ 168,750.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$ 700,000.00	\$ 0.00	\$ 168,750.00	\$ 362,500.00	\$ 168,750.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: _____

22. Indirect Charges: _____

23. Remarks: _____

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (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 U.S.C. §§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 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman
APPLICANT ORGANIZATION Tulare County Board of Supervisors	DATE SUBMITTED



Tulare County Agricultural Commissioner/Sealer

Marilyn Kinoshita, Agricultural Commissioner
Sealer of Weights and Measures

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

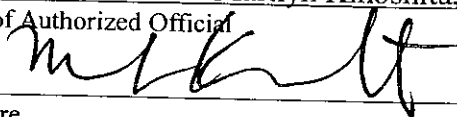
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Tulare County Agricultural Commissioner
Organization Name

Marilyn Kinoshita, Agricultural Commissioner
Name of Authorized Official


Signature

SUPPLEMENTAL COOPERATOR INFORMATION SHEET

Additional information needed to fulfill FFATA requirements

Cooperator Name: Tulare County Agricultural Commissioner		Agreement Number: 10-8500-0656-CA
Parent DUNS Number: 157108221	Primary Performance Street Address: 4437 S Laspina St., Suite A	
Primary Performance City: Tulare		Primary Performance State: California
Primary Performance Zip plus 4: 93274-9537	County of Primary Performance: Tulare	Primary Performance Country: USA
Performance in Multiple States: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Performance in Multiple Counties: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Comments:		