RESOLUTION - ACTION REQUESTED 2016-307

MEETING: June 21, 2016

TO: The Board of Supervisors

FROM: Cathi Boze, Agricultural Commissioner/Sealer

RE: USFS Agreement No.16--0365-SF - Invasive Noxious Weed Control & Eradication Project

RECOMMENDATION AND JUSTIFICATION:
Approve the Two-Year State and Private Forestry Grant Agreement No. 16-0365-SF with the California Department of Food and Agriculture (CDFA) for the 2016 - 2018 Mariposa County Invasive Noxious Weed Control and Eradication Projects; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This State and Private Forestry grant agreement continues work on the control and eradication of yellow starthistle and tocalote in the Merced River Canyon as well as the survey and eradication of non-native A- and B-rated invasive weed species (diffuse and spotted knapweed, rush skeleton weed, Dalmatian toadflax, and oblong spurge) and C-rated weeds such as French broom and stinkwort in the county.

Grant Agreement #16-0365-SF for the implementation of the invasive noxious weed control and eradication projects with CDFA and runs from 7/01/16 - 6/30/18 in the amount of $13,244. It is funded under a United States Forest Service grant and requires a 75:25 non-Federal in-kind match at the time of invoicing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Previous State and Private Forestry grant agreements for invasive noxious weed control projects in the county such as the Arundo Control and Eradication Project have been approved and implemented in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the grant agreement is not approved, the project will not be implemented.

FINANCIAL IMPACT:
Revenue and expenditures are included in the FY 2016/2017 Agricultural Commissioner budget in the amount of $13,244 for the grant.

ATTACHMENTS:
USFS Agreement- 16-0365-SF -6-3-16(PDF)

CAO RECOMMENDATION
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
COOPERATIVE AGREEMENT
SIGNATURE PAGE

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 MARIPOSA

2. The term of this Agreement is: July 1, 2016 through June 30, 2018

3. The maximum amount of this Agreement is: $13,244.00

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

   Exhibit A: Recipient and Project Information
   Exhibit B: General Terms and Conditions
   Exhibit C: Payment and Budget Provisions
   Exhibit D: Federal Terms and Conditions
   Attachments: Scope of Work and Budget

Name of Project: USFS State & Private Forestry

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

RECIPIENT

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

BY (Authorized Signature) [Sign]

DATE SIGNED (Do not type) 6-21-16

PRINTED NAME AND TITLE OF PERSON SIGNING
John Carver, Board Chair

ADDRESS
5009 Fairgrounds Road, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) [Sign]

DATE SIGNED (Do not type) 7/6/16

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

JUL. 01, 2016
EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Prevention, early detection, and eradication of noxious and invasive weed population on non-federal public and private lands near forested lands (including United States Forest Service lands) in California.

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

This award □ does □ does not support R&D.

3. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
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<tr>
<td>David Kratville</td>
<td>Cathi Boze</td>
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<tr>
<td>Section/Unit:</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>PHPPS/Integrated Pest Control Branch</td>
<td>COUNTY OF MARIPOSA</td>
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<tr>
<td>Address:</td>
<td>Address:</td>
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<tr>
<td>3294 Meadowview Road</td>
<td>5009 Fairgrounds Road</td>
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<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip:</td>
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<tr>
<td>Sacramento, CA 95832</td>
<td>Mariposa, CA 95338</td>
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<td>Phone:</td>
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<tr>
<td>916-262-1102</td>
<td>209-966-2075</td>
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<tr>
<td>Email Address:</td>
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<tr>
<td><a href="mailto:david.kratville@cdfa.ca.gov">david.kratville@cdfa.ca.gov</a></td>
<td><a href="mailto:cboze@mariposacounty.org">cboze@mariposacounty.org</a></td>
</tr>
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4. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

5. **PRIME AWARD INFORMATION:**

| Federal Funding Source(s): | USDA Forest Service |
| Catalog of Federal Domestic Assistance Number(s): | 10.680 |
| Amount(s) Awarded to CDFA: | $940,000.00 |
| Federal Funding Source Agreement Number(s): | 14-DG-11052021-204 |
| Effective Date(s): | 7/1/14 - 6/30/18 |

6. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. State, local or Indian tribal governments, non-profit organizations, colleges and universities will be subject to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31.2. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable Cost Principle requirements.
EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

4. Disputes
   The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a “Notice of Dispute” with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

5. Contractors/Consultants
   The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

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

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

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

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

9. Excise Tax
   The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.
10. Right to Terminate
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

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

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

13. Publicity and Acknowledgement
The Recipient agrees that it will acknowledge CDFA’s support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

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

15. Force Majeure
The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

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

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

California Department of Food and Agriculture
Attn: Legal, Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814
EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment
   A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.

   D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

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

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

4. Allowable Line Item Shifts
   The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation
   A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.

   B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

   C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

   D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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

FEDERAL TERMS AND CONDITIONS

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

1. **Civil Rights**
   The Recipient must comply with civil rights standards pursuant to the following:
   
   A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
   B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
   C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
   D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
   E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
   F. Executive Order (EO) 11246; and

2. **Labor Standards**
   The Recipient must comply with labor standards pursuant to the following:
   
   A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
   B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
   C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

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

4. **Drug-Free Environment**
   The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

5. **Lobbying Restrictions**
   The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

6. **Officials Not to Benefit**
   The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

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

8. **Intergovernmental Review**
   The Recipient must comply with intergovernmental review standards pursuant to the following:
   
   A. Executive Order 12307, as implemented at 7 CFR part 3015, subpart V; and
9. **Confidentiality**
   The Recipient must comply with confidentiality standards pursuant to the following:
   
   A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
   B. Privacy Act, 5 USC 552 (a).

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

11. **Debarment, Suspension, Criminal or Civil Convictions**
    The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.
    
    The Recipient must further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.
    
    See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

12. **Crimes and Prohibited Activities**
    The Recipient must comply with crimes and prohibited activities standards pursuant to the following:
    
    A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
    B. False Claims Act, 31 USC 3729; and
    C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

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

14. **Conflicts of Interest**
    The Recipient must comply with the conflict of interest standards pursuant to the Agency implementations; 2 CFR 200.112.

15. **Inventions, Patents, Copyrights and Project Results**
    A. The Recipient must comply with invention and patent standards pursuant to the following:
       
       1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
       2. The Plant Variety Protection Act, 7 USC 2321 et seq.
    
    B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds providedRecipient does the following:
    
       1. Reports all subject inventions to CDFA;
       2. Makes efforts to commercialize the subject invention through patent or licensing;
       3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
       4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
    
    C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

    D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.
16. **Care and Use of Laboratory Animals**
   The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:
   
   A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
   B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. **Seat Belt Use**
   The Recipient must comply with seat belt use standards pursuant to the following:
   
   A. Highway Safety Act of 1966 as amended (23 USC 402-403);
   B. Government Organization and Employees Act as amended (5 USC 7902 (c));
   C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
   D. Increasing Seat Belt Use in the United States (EO 13043).
2016-2018 U.S. Forest Service State and Private Forestry Weed Control Proposal for Mariposa County

Contract Lead Person:
Cathi Boze, (209) 966-2075, P.O. Box 905, Mariposa, California 95338-0905
eboze@mariposacounty.org

Project Contact Lead:
Cathi Boze, (209) 966-2075, P.O. Box 905, Mariposa, California 95338-0905
eboze@mariposacounty.org

Overall Project Goal:
1) To stop the spread of yellow star thistle (Centaurea solstitialis) and tocalote (Centaurea melitensis) into the Sierra and Stanislaus National Forests as well as the Merced River Canyon and Yosemite National Park through the use of integrated weed management techniques and continue over 11 years of successful education, control, management, and eradication efforts.
2) To limit the introduction and spread of A- and B-rated weeds, as well as some C-rated weed species, onto non-infested areas of both public and private lands through the use of integrated weed management techniques.

What is the Benefit to US Forest Service Forested Areas and Rangelands?
The project areas are adjacent to not only the Sierra and Stanislaus National Forests and Yosemite National Park, but also to rangeland and rural residential areas in Mariposa County. Mariposa County is heavily dependent on ranching and tourism for its economic well-being. Both of these industries can be heavily impacted by invasive noxious weed infestations. Further, private forested areas will also benefit from containment, as the invasive noxious weeds will be actively kept from encroaching onto these lands. The spread of these invasive species is a growing threat to our environment and causes depletion of water resources, increased fire hazard and incidence of wildfires, reduction in habitat for native fauna, and crowding out of native plant species. They reduce the value of land for agricultural and recreational purposes and cause enormous losses of private, county, state, and federal resources through decreased land productivity, degradation of wildlife habitat, and outright destruction of crops, livestock, wetlands, waterways, watersheds, and recreational areas. Any control of these invasive species has a direct impact on the prevention of further spread onto not only USFS lands, rangeland, and private areas, but also the Merced River drainage and Yosemite National Park.

Is This Project Linked w/ ongoing or planned project on Federal Forested Lands?
Mariposa County (in cooperation with the Sierra – San Joaquin Noxious Weed Alliance) began a yellow starthistle control program in 2001 to stop the spread of yellow starthistle and other invasive noxious weeds into the Stanislaus and Sierra National Forests, the Merced River Canyon, and Yosemite National Park through integrated weed management techniques. Since the beginning, the local eradication/control program emphasis has been on the leading edge of the movement into the higher elevations. Collaborative partnerships have been developed with Caltrans Districts 10 and 6, the Mariposa County Public Works Department, the US Forest Service, the Bureau of Land Management, and the National Park Service to address right-of-way infestations as well as those on public and private property in a coordinated collaborative manner. These projects will complement the mapping and control work being done on adjacent Sierra and Stanislaus National Forest lands and Yosemite National Park, making it less likely that both public and private lands will become infested or re-infested with invasive noxious weeds. Eradicating the invasive species at their source and educating the public so that any new infestations on private and public lands can be detected and eradicated quickly will go a long way to solving the problem.
How will the funds be matched?
Grant funds will be matched with in-kind use of Mariposa County Department of Agriculture staff (Agricultural Commissioner, Agricultural and Standards Inspector I, Agricultural and Standards Program Technician II, and clerical staff), equipment, supplies, vehicles, and mileage as well as assistance and expertise from other agency partners (USFS Sierra and Stanislaus National Forests and Yosemite National Park). In addition the private landowners will participate in a cost share program for the control of yellow starthistle and tocalete on private property.

Project Objectives and Methods:
Project 1 would continue the local eradication/control efforts in the Merced River Canyon just west and north of the Yosemite National Park Administrative site at El Portal along Incline Road and Highway 140 which began in 2004. The project would: (1) Continue a cooperative cost share program with 15 – 16 private landowners in these targeted areas to treat yellow starthistle on a 50/50 cost share ratio to continue the aggressive assault on the yellow star thistle seed bank; and (2) treat yellow starthistle and other invasive species with herbicides in the leading edge areas, particularly on the right-of-way areas along approximately 3 miles of Incline Road and also along State Highway 140. Herbicides will be applied by the contract pest control operator by ground rig, ATV, and backpack sprayer (primarily spot treatments), depending on the size and location of the infestation. We will be coordinating our efforts with the Forest Service (Sierra and Stanislaus National Forests), Yosemite National Park, our other agency partners, and the private landowners along Incline Road. The number of YST plants has been reduced by approximately 90%. However, the seed bank still persists (7 – 10 years) and each rain this year has caused more seeds to germinate. The goal is to reduce/control/eradicate yellow starthistle and tocalete from the area using all our weed management tools and our stakeholder partners.

Project 2 addresses the eventual eradication of the non-native A and B-rated invasive weed species: diffuse and spotted knapweed (Centaurea diffusa and Centaurea maculosa), rush skeleton weed (Chondrilla juncea), Dalmatian toadflax (Linaria genistifolia spp. dalmatica), oblong spurge (Euphorbia oblongata), and C-rated weeds such as French broom (Genista monspessulana) and stinkwort (Dittrichia graveolens). This is a continuation of work begun under previous ARRA Stimulus grant targeting A- & B-rated invasive weed species in Mariposa County. The survey and control of these invasive weed pests, particularly the knapweed species, will benefit these areas by limiting or preventing the introduction and spread of these weed species onto public and private lands. Herbicides will be applied by the contract pest control operator and staff by ground rig as well as backpack sprayer, depending on the size and location of the infestations. We will compile treatment documentation, photograph and monitor treated areas, and complete additional surveys for A & B-rated weeds. Maps developed from the collected data will allow us to develop strategies to manage and control A and B-rated weed infestations more effectively.

How will the success of the project be measured?
CDF A's weed monitoring protocol will be used to evaluate the treatment success by surveying and monitoring project areas using both county and contracted staff. Based on the results of the initial treatments, additional follow up sprays may be required. The treated areas will be photographed before and after treatment. Monitoring data will be gathered (estimate of number of plants killed after follow-up visits, number of plants treated each year, number of plants requiring re-treatment, and other quantitative data) to be kept and used in the next year of the project. We would expect at least an 85% reduction in the number of plants after the first application and a 94% or better reduction in the second year of the project, depending on the sic, soil type, amount and distribution pattern of precipitation, and elevation.

What will overhead funds (if any) be used to support?
Overhead funds of 10% primarily support the use of various other county departmental resources utilized in the execution of our project grant as well as for the planning and administration of the project, outreach efforts, and oversight.
Semi-Annual Report Exhibit

CDFA/USFS SPF Semi-Annual Written Report

Written Status Reports DUE TWICE PER YEAR:
Written Report due by April 15th for work conducted in Period 1 between October-March
AND
Written Report due by October 15th for work conducted in Period 2 between April-September

*NOTE: Invoicing must occur quarterly.

Recipient: __________________________ Agreement #: __________________________

I. Amount & Percentage of funding spent this reporting period:

$ __________________________ %

II. Data Per Weed Species this period:

<table>
<thead>
<tr>
<th>Common name of Weed Species</th>
<th>Net Acres Treated</th>
<th>Gross Acres Worked/ Surveyed</th>
<th>Percent Reduction Between Years*</th>
<th>IF MECHANICAL or OTHER, What type?</th>
<th>IF HERBICIDE, What type and how much?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Species 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Species 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Species 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Species 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Species 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Percent reduction or other quantitative measure comparing current treatment year data to the previous year's treated data. For example: For the 2016 field season, calculate percent reduction between data from 2015 and 2016. For the 2017 field season, calculate percent reduction between data from 2016 and 2017.

III. List Accomplishments This period only (bullet-point type list):

✓ Accomplishment A
✓ Accomplishment B
✓ Accomplishment C

IV. Problems encountered, changes planned, other notable points
V. Checklist

- Charges to each USFS SPL grant indicated on time sheets, mileage sheets, invoices, and other spread sheets (charges traceable to specific expenditures) 
- USDA/USFS funded educational, outreach materials, and web resources include civil rights language and acknowledge CDFA and USFS 
- Civil rights poster (w/ green Statue of Liberty) displayed in a public place 

VI. Attachments: PHOTOS (showing results), GPS DATA, AND MAPS (when updated) AND ANY EDUCATION OUTREACH PRODUCTS (posters, handouts, etc.).

Please send supplemental materials as separate files in pdf or jpeg (for photos) format.

Civil Rights Language

All printed educational materials, meeting agendas, brochures, and websites funded by the USDA (including those funded by ARRA & SPL grants) should contain civil rights language. The preferred language is as follows:

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

For extremely brief printed material, the last sentence of the above statement may suffice.
# SAMPLE

**Line Item Shift Form**

**CDFA USFS SPF LINE ITEM SHIFT REQUEST**  

<table>
<thead>
<tr>
<th>Grantee Name:</th>
<th>Agreement No:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date / Reasonable Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For FY:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

## Project Budget Line Item

<table>
<thead>
<tr>
<th>Line Item Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Show negative amount in ( )</td>
</tr>
</tbody>
</table>

1. **PERSONNEL**
   - a) Total Salaries and Wages
   - b) Fringe Benefits

   **TOTAL PERSONNEL**

2. **OPERATING EXPENSES**
   - a) Supplies/General Expense
   - b) Travel

   **TOTAL OPERATING EXPENSES**

3. **SUBCONTRACTORS/VENDORS**

4. **OTHER DIRECT COSTS**

5. **INDIRECT COSTS (Maximum 10%)**

**GRAND TOTAL**

---

**Recipient Signature**

**Prepared By:** (Print Name)  
**Telephone Number**

---

**For CDFA Use Only**

- [ ] APPROVED
- [ ] NOT APPROVED

**CDFA AUTHORIZED SIGNATURE:**  
**DATE:**
# USFS PROGRAM INVOICE

**Coop Agmt No.:** [Blank]

**Federal Award ID Number:** 14-DG-11052021-204

**Billing Period:** [Blank]

**Invoice Date:** [Blank]

**Invoice Number:** [Blank]

**Recipient's Name:** [Blank]

**Project Name:** [Blank]

<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Coop Agmt Budget</th>
<th>Invoked to Date</th>
<th>Amount Requested</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Salaries &amp; Wages</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>b) Fringe Benefits</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Supplies/General Expense</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>b) Travel (No. miles @ $0.54/ea)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>SUBCONTRACTORS/VENDORS</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>OTHER DIRECT COSTS</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>INDIRECT COSTS</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>(Minimum 10%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

**In-Kind Amount (50:50 Match):** $0.00

**Amount To Be Paid:** $0.00

I certify this claim contains actual expenditures for allowable costs performed in accordance with CDFA Cooperative Agreement provisions. (Blue ink only)

Preparer's Signature: [Blank]

Preparer's Phone Number: [Blank]

Preparer's E-mail: [Blank]

Date: [Blank]

Recipient's Signature: [Blank]

Recipient's Phone Number: [Blank]

Recipient's E-mail: [Blank]

Date: [Blank]
<table>
<thead>
<tr>
<th>Personnel Services</th>
<th>FY 2016/17</th>
<th>In-kind '16/17</th>
<th>FY 2017/18</th>
<th>In-kind '17/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract personnel – Weed Management Coordinator (WMC) - 196 hrs @$20/hr</td>
<td>$1,960</td>
<td></td>
<td>$1,960</td>
<td></td>
</tr>
<tr>
<td>Permanent personnel – In-kind Agricultural Commissioner, Ag &amp; Standards Inspector, Ag &amp; Standards Program Tech, clerical – salary &amp; benefits</td>
<td>$ 2,500</td>
<td></td>
<td>$ 2,500</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Personnel Services</strong></td>
<td>$1,960</td>
<td>$ 2,500</td>
<td>$1,960</td>
<td>$ 2,500</td>
</tr>
</tbody>
</table>

**Operating Expenses**

| Contract Services - PCO herbicide treatment – right-of-way applications + applications for A- and B-rated weed control | 2,000       |                | 2,000       |                |
| Contract Services - Cost share with landowner (50%) for herbicide treatments – target acreage 40 acres @$125/acre | 1,250       | 1,250          | 1,250       | 1,250          |
| Vehicle mileage – WMC - 3000 mi @$0.54/mi               | 810         |                | 810         |                |
| In-kind mileage – 1650 mi @$0.54/mi                     |             | 445.50         |             | 445.50         |
| In-kind equipment usage (GPS, camera, etc.)             |             | 500            |             | 500            |
| Misc. supplies (office supplies, postage, flagging tape, stakes, safety gear, etc.) |             | 50             |             | 50             |
| In-kind agency partners (USFS/YNP)                      | 5,888       |                | 5,888       |                |

**Subtotal Operating Expenses**:$4,060  $8,133.50  $4,060  $8,133.50

**Subtotal Personnel Services**:$1,960  $2,500  $1,960  $2,500

**GRAND Subtotal**:$6,020  $10,633.50  $6,020  $10,633.50

**Overhead (@ 10%)** 602 1,063.35 602 1,063.35

**Totals**:$6,622  $11,696.85  $6,622  $11,696.85

**Total USFS/CDFA - $13,244**

**Total In-kind - $23,393.70**

**Total Amount – USFS/CDFA + In-kind - $36,637.70**