RESOLUTION - ACTION REQUESTED 2018-296

MEETING: June 26, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDFA Agreement No.14-001-003-SF

RECOMMENDATION AND JUSTIFICATION:
Approve the State and Private Forestry Grant Agreement No. 14-0001-003-SF with the California Department of Food and Agriculture (CDFA) for the 2018 - 2019 Protecting Central Sierra Tree Mortality Hazard Zones from Top-Priority Invasive Plants Program; and Authorize the Board of Supervisors Chair to Sign.

The goal of this project is to improve the forest health and invasive weed pests into the Sierra and Stanislaus National Forests and Yosemite National Park through the use of integrated weed management techniques. It further seeks 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.

Invasive plants targeted by this effort are: Yellow star thistle, tocalote, diffuse and spotted knapweed, rush skeleton weed, Dalmatian toadflax, oblong spurge, French broom, Klamath weed, and stink wort. Integrated weed management techniques include detecting and rapidly responding to incipient infestations and eradicating previously identified infestations on non-federal forest land associated with tree mortality removal. This continues over 11 years of successful education, control, management, and eradication efforts.

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 agreement is not approved, the project will not be implemented.

FINANCIAL IMPACT:
Revenue and expenditures are included in the FY 2018/2019 Agricultural Commissioner budget in the amount of $25,000.01 for the agreement.
Resolution - Action Requested 2018-296

ATTACHMENTS:
CDFA Agreement  (PDF)

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED:  Kevin Cann
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 Agreement Term is: May 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: $25,000.01

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

- Exhibit A: Prime Award Information
  - Recipient and Project Information
  2 Page(s)
- Exhibit B: General Terms and Conditions
  3 Page(s)
- Exhibit C: Payment and Budget Provisions
  1 Page
- Exhibit D: Federal Terms and Conditions
  3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY (Authorized Signature) DATE SIGNED (Do not type)

Roseanne Smallcombe 6/26/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Roseanne Smallcombe, Board Chair

ADDRESS
Post Office Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) DATE SIGNED (Do not type)

Crystal Myers 7/9/18

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: CJ

RECEIVED JUL 17 2018
EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency: USDA, United States Forest Service
Federal Agreement Number: 14-DG-11052021-204
Catalog of Federal Domestic Assistance Number(s): 10.680
Total Amount Awarded to CDFA: $1,240,000.00
Effective Dates: 7/1/14 through 6/30/19

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform local projects that will include the identification of priority weed targets, control and eradication activities, public outreach, and education to distribute training materials on Best Management Practices to stop or slow the spread of noxious and invasive weed seed and plant parts. Cooperative Forestry Assistance Act of 1978, Public Law 95-313; Food, Agriculture, Conservative, and Trade Act of 1990, as amended Public Law 101-624.

Project Title: Protecting Central Sierra Tree Mortality Hazard Zones from Top-Priority Invasive Plants

2. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: David Kratville</td>
<td>Name: Monica Nielsen</td>
</tr>
<tr>
<td>Division/Branch: PHPPS/INTEGRATED PEST CONTROL</td>
<td>Organization: COUNTY OF MARIPOSA</td>
</tr>
<tr>
<td>Address: 3294 Meadowview Road</td>
<td>Address: Post Office Box 905</td>
</tr>
<tr>
<td>City/State/Zip: Sacramento, CA 95833</td>
<td>City/State/Zip: Mariposa, CA 95338</td>
</tr>
<tr>
<td>Phone: 916-262-1102</td>
<td>Phone: 209-966-2056</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:david.kratville@cdfa.ca.gov">david.kratville@cdfa.ca.gov</a></td>
<td>Email Address: <a href="mailto:mnielsen@mariposacounty.org">mnielsen@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

3. The Grant Administrative Contacts for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Marc Yee</td>
<td>Name:</td>
</tr>
<tr>
<td>Division/Branch: PHPPS/INTEGRATED PEST CONTROL</td>
<td>Organization:</td>
</tr>
<tr>
<td>Address: 3294 Meadowview Road</td>
<td>Address:</td>
</tr>
<tr>
<td>City/State/Zip: Sacramento, CA 95832</td>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Phone: 916-738-6741</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:marc.yee@cdfa.ca.gov">marc.yee@cdfa.ca.gov</a></td>
<td>Email Address:</td>
</tr>
</tbody>
</table>

FISCAL CONTACT FOR RECIPIENT (If different from above):

| Name: Dallin Kimble | Organization: County of Mariposa |
| Address: PO Box 784 | |
| City/State/Zip: Mariposa CA 95338 | Phone: 209-966-3222 |
| Email Address: dkimble@mariposacounty.org | |
4. **RECIPIENT: Please check appropriate box below:**

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

4. State and Federal Law
   It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. Performance and Assurances
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

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

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

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

10. Non-Discrimination Clause
    During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

    The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Tittle 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 Tittle 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
11. **Excise Tax**
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees’ wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

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

13. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have 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 documented costs incurred up to the date of termination, including all non-cancellable obligations.

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

16. **Suspension of Payments**
Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient’s refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.
If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

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

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

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

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

21. **Reporting Requirements**  
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual.

22. **Equipment**  
The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

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

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

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

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

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

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

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, monthly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.

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

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

   B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.

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

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

   E. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

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

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

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights
The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

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

2. Labor Standards
The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards
The Recipient must comply with environmental standards pursuant to the following:

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

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

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

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

7. Trafficking in Persons
The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.
8. **Intergovernmental Review**
   The Recipient must comply with intergovernmental review standards pursuant to the following:
   
   A. Executive Order 12372, as implemented at 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 1; and
   B. Privacy Act, 5 USC 552 (a).

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

11. **Debarment, Suspension, Criminal or Civil Convictions**
    The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

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

    See [www.sam.gov](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 2 CFR 400.2.

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

    B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
       
       1. Reports all subject inventions to CDFA;
       2. Makes efforts to commercialize the subject invention through patent or licensing;
       3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
       4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

    C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. **Care and Use of Laboratory Animals**
The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

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

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

18. **Motor Vehicle Safety**
The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. 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).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. **All Other Federal Laws**
The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
2017-2019 U.S. Forest Service State and Private Forestry
Central Sierra Tree Mortality
Weed Control Grant Proposal (for use on non-federal lands)

Applicant:

<table>
<thead>
<tr>
<th>Contract Lead Person:</th>
<th>Project Contact Lead:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, Title:</td>
<td>Agricultural Commissioner</td>
</tr>
<tr>
<td>Address:</td>
<td>5009 Fairgrounds Road</td>
</tr>
<tr>
<td></td>
<td>Mariposa, CA 95338</td>
</tr>
<tr>
<td>Phone:</td>
<td>209-966-2075</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Agcomm@mariposacounty.org">Agcomm@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

Overall Project Goal:
The goal of this project is to improve the forest health and invasive weed pests into the Sierra and Stanislaus National Forests, and Yosemite National Park through the use of integrated weed management techniques that include detecting and rapidly responding to incipient infestations and eradicating previously identified infestations, on non-federal forest land associated with tree mortality removal and continue over 11 years of successful education, control, management, and eradication efforts.

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.

Invasive plants targeted: Yellow star thistle, tocalote, diffuse and spotted knapweed, rush skeleton weed, Dalmatian toadflax, oblong spurge, French broom, Klamath weed, and stinkwort.

What is the Benefit to US Forest Service Forested Areas and Rangelands?
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. During the past few years these private forested areas have been devastated with tree mortality. 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.

Project area:
The project areas are oak woodlands and mixed forest conifers forests boarding the Sierra and Stanislaus National Forests, Yosemite National Park, and Bureau of Land Management property, but also to rangeland and rural residential areas in Mariposa County.
Project Tasks:

Surveying and Treatment: The project task will include surveying and treatment for survey for the non-native A and B-rated invasive weed species: diffuse and spotted knapweed, rush skeleton weed, Dalmatian toadflax, oblong spurge, and C-rated weeds such as French broom, Klamath weed, and stinkwort for control with integrated weed management methods within the tree mortality areas of Greeley Hill, Midpines, Jerseycadle, Ponderosa Basin, Fish Camp and areas that were affected by the Detwiler Fire 2017 and Railroad Fire 2017. Special attention to those area that have been used for staging areas for logging activity, PG&E, and firefighting equipment.

Prevent spread from fire-fighting areas: Conduct eradication treatments of populations of invasive plant species from the areas frequently used by firefighting equipment, including heli-stops and PG&E staging areas.

Yellow starthistle leading edge: Continue with early detection in areas where yellow star thistle is established and continue with current treatments which include roadway right of way applications.

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?
Mariposa County will provide

- 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 tocalote on private property.

Project Objectives and Methods:
Semi-annual reports due on April 15th and October 15th of each year. Semi-annual reports must be submitted on the provided template.
List objectives:

- Survey, detect and treat invasive weed infestations on county and private lands.
• Reduce the introduction and spread of invasive weeds associated with tree removal activities.
• Disseminate Best Management Practices to tree removal operators.
• Quantitatively monitor project progress.

List methods:
• Conduct early detection surveys, mapping and treatment activities May-October 2018, March-June 2019.
• Assess infestations and apply appropriate treatment methods on a site-specific basis.
• Apply herbicides safely and effectively.
• Work with NRCS, Mariposa Safe Fire Council, and Blue Ridge Services to assist with Best Management practices for tree removal crews.
• Outreach to owners of infested properties; secure permissions to treat.
• Work with participants in the Mariposa County Yellow Star Thistle Cost Share program that are within the tree mortality areas.
• Monitor treatment success and conduct follow-up treatments as necessary.

How will the success of the project be measured?
List:
• CDFA'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 site, soil type, amount and distribution pattern of precipitation, and elevation.

What will any overhead funds 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.

Invoicing:
Itemized invoicing must be submitted on the provided USFS Program Invoice Template.

Line Item Shifts:
Must obtain written approval from the CDFA Agreement manager for any line item shifts using the provided sample Line Item Shift form template.
Semi-Annual Report

CDFA/USFS SPF Semi-Annual Written Report

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

I. Amount & Percentage of funding spent this quarterly 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>Entered in Califora Y/N</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>
<td></td>
</tr>
<tr>
<td>Name of Species 2</td>
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<tr>
<td>Name of Species 3</td>
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<tr>
<td>Name of Species 4</td>
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<tr>
<td>Name of Species 5</td>
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</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 2018 field season, calculate percent reduction between data from 2017 and 2018. For the 2019 field season, calculate percent reduction between data from 2018 and 2019.

III. Education and Outreach activities:

IV. List Accomplishments This PERIOD only (bullet-point type list):

✓ Accomplishment A
✓ Accomplishment B
✓ Accomplishment C

V. Problems encountered, changes planned, other notable points
VI. Attachments: PHOTOS (showing results), GPS DATA, AND MAPS (when updated) AND ANY EDUCATION OUTREACH PRODUCTS (posters, handouts, etc.).

VII. Civil Rights Language Requirement

All printed educational materials, meeting agendas, brochures, and websites funded by the USDA (including those funded by 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>
<th>For FY:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Budget Line Item</th>
<th>Line Item Amount</th>
</tr>
</thead>
</table>
| Show negative amount in ( )

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.**

**Billing Period:** Month/Year to Month/Year

**Recipient's Name:**

**Project Name:**

<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Coop Agmt Budget</th>
<th>Invoiced to Date</th>
<th>Amount Requested</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></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><strong>OPERATING EXPENSES</strong></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 @ $0.545/hr)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>SUBCONTRACTORS/VENDORS</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>OTHER DIRECT COSTS</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>INDIRECT COSTS</strong> (Maximum 10%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**In-Kind Amount (40:60 Match):** $0.00

**Amount To Be Paid:** $0.00

![NO EXPENDITURES this period (insert check mark)](image)

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

Preparer's Signature: ___________________________  Preparer's Phone Number: ___________________________  Preparer's Email: ___________________________

Date:

Recipient's Signature: ___________________________  Recipient's Phone Number: ___________________________  Recipient's Email: ___________________________

Date:
## BUDGET
### 2017-2019 Cycle USFS/CDFA Grant
#### May 1, 2018 – June 30, 2019

<table>
<thead>
<tr>
<th>Personnel Services</th>
<th>FY 2017/18</th>
<th>in-kind 2017/18</th>
<th>FY 2018/19</th>
<th>In-kind 2018/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title - Contract Personnel – Weed Management Coordinator (WMC) - 30hrs @ $20/hr</td>
<td>$600.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title – Agricultural Commissioner</td>
<td></td>
<td></td>
<td>$1,513.40</td>
<td></td>
</tr>
<tr>
<td>Title - Agricultural Inspector</td>
<td></td>
<td></td>
<td>$3,824.76</td>
<td></td>
</tr>
<tr>
<td>2017/2018 Rate - $ 29.4270/hr. @ 20 hrs =</td>
<td>$588.54</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018/2019 Rate - $31.873/hr. @ 120 hrs =</td>
<td>$3,824.76</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Title Agricultural Tech II</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017/2018 Rate - $ 29.4270/hr. @ 40 hrs =</td>
<td>$1,177.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018/2019 Rate - $ 29.4270/hr. @ 160 hrs =</td>
<td>$4,708.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Personnel Services</strong></td>
<td>$600.00</td>
<td>$1,765.62</td>
<td>$0.00</td>
<td>$10,046.48</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Services-PCO herbicide treatments-right of way applications + applications for A- and B- rated weed control</td>
<td>$5,875.00</td>
<td>$5,650.00</td>
<td>$5,875.00</td>
<td>$5,650.00</td>
</tr>
<tr>
<td>Contact Services for applications for fire break and staging area.</td>
<td>$501.65</td>
<td>$1,250.00</td>
<td>$1,250.00</td>
<td></td>
</tr>
<tr>
<td>17/18 Contract Services-Cost Share with land owners for herbicide treatments 3.2Ac @ $125 Ac</td>
<td>$400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18/19 Contract Services-Cost Share with land owners for herbicide treatments 100Ac @ $125 Ac</td>
<td>$6,250.00</td>
<td>$6,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17/18 Vehicle Mileage (325 @ $0.545/ml)</td>
<td>$177.13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18/19 Vehicle Mileage (3300 @ $0.545/ml)</td>
<td>$1,798.50</td>
<td>$1,798.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc Supplies (PPE, Tools, Herbicide Sprayer Maintenance, office supplies, postage, flogging, etc.)</td>
<td>$98.00</td>
<td></td>
<td></td>
<td>$98.00</td>
</tr>
<tr>
<td>In Kind equipment usage GPS, Camera</td>
<td>$450.00</td>
<td>$1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Operating Expenses</strong></td>
<td>$6,953.78</td>
<td>$6,198</td>
<td>$15,173.50</td>
<td>$16,046.50</td>
</tr>
</tbody>
</table>

| Subtotal Personnel Services                              | $600.00    | $1,765.62       | $0.00      | $10,046.48      |

| GRAND Subtotal                                          | $7,553.78  | $7,963.62       | $15,173.50 | $26,092.98      |

| Overhead( @10%)                                         | $755.38    | $796.36         | $1,517.35  | $2,609.30       |

| Grand Total                                             | $8,309.16  | $8,759.98       | $16,690.85 | $28,702.28      |

| Total CDFA/USFS (40%)                                    | $25,000.01 |                 |             |                 |
| Total In-Kind (60%)                                      | $37,462.26 |                 |             |                 |