County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 15, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES: APPROVAL OF AGREEMENT NO. 07-0927 WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE LIGHT BROWN APPLE MOTH EMERGENCY INTERIOR QUARANTINE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval to execute a contract agreement with the California Department of Food and Agriculture (CDFA) to reimburse ACWM for the inspection of interstate shipping nurseries to prevent the artificial spread of the Light Brown Apple Moth (LBAM), a serious pest with the capacity to cause significant damage to a broad range of crops, ornamental nursery plants, urban landscaping, and native plants. Inspection of shipping nurseries is the primary defense against the spread of LBAM and enables Los Angeles County (County) nurseries to continue shipping interstate.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures to sign the accompanying contract Agreement No. 07-0927 (Agreement) with the CDFA which reimburses the County in the amount of $111,078.08 for the inspection of interstate shipping nurseries and the issuance of compliance agreements regarding the LBAM Emergency Interior Quarantine.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommended actions will enable the ACWM to be reimbursed for performing the regulatory activity necessary to prevent the spread of LBAM in the County. Without inspection and issuance of compliance agreements, interstate shipping nurseries would be prohibited from shipping products interstate, resulting in a substantial financial loss to the County's nursery industry. Preventing the spread of LBAM reduces the need for pest eradication and the need for new pesticide applications in the County.

The regulatory activity pursuant to the LBAM Interior Quarantine provides for the inspection of interstate shipping nurseries to ensure that they are free from all life stages of LBAM and for the issuance of compliance agreements to interstate shipping nurseries.

ACWM has consulted and worked collaboratively with nursery shippers and receivers to assist in preventing the spread of LBAM.

Implementation of Strategic Plan Goals:

Execution of this Agreement meets the County's Strategic Plan Goal 1: Service Excellence. Regulatory activity in support of the LBAM Interior Quarantine significantly reduces the risk of the spread of LBAM, which reduces the need for pesticide applications against the pest in the County. It also ensures that interstate shipping nurseries in the County will be able to continue shipping interstate.

FISCAL IMPACT/FINANCING:

Under this Agreement, CDFA will provide funding in the amount of $111,078.08 for work performed by ACWM for the period July 1, 2007 through June 30, 2008. Based upon the work parameters of this contract, there are no net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Section 2282.5 of the California Food and Agricultural Code provides for funding of the regulatory activity concurrent with the LBAM Interior Quarantine.

This agreement is applicable to work conducted by ACWM during the period of July 1, 2007 through June 30, 2008. From July 9, 2007 until December 4, 2007, the County was under quarantine due to the presence of LBAM, discovered June 28, 2007. Because of the urgency presented by the presence of LBAM within the County and the need to conduct plant inspection and pest surveillance activities to promptly detect the pest at interstate shipping nurseries and to comply with quarantine requirements, ACWM performed detection trapping, plant inspection, and compliance agreement issuance work through the duration of the quarantine. ACWM submitted an accounting to CDFA of all work conducted. This agreement provides whole payment for that work. While providing assurance that it was forthcoming, CDFA did not deliver the contract to ACWM for approval until May 29, 2008. Such work was completed by December 4, 2007, when the quarantine was lifted. As the expenditures are 100 percent funded by the CDFA, there is no net County cost.

The Agreement has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended Board action will support the regulatory activity for the entire fiscal year 2007-08.

CONCLUSION:

When approved, it is requested that the Executive Office, Clerk of the Board return to the ACWM the Agreement and the Minute Order authorizing the Agricultural Commissioner/Director of Weights and Measures to sign. ACWM will forward copies of the documents to the CDFA Contracts Office.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
KEF:RKI:PD:LG:sl/yjf

Attachment

c: Executive Officer, Clerk of the Board
County Counsel
Auditor-Controller

LBAM.bl

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 10/05)

AGREEMENT NUMBER
07-0927
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
   STATE AGENCY'S NAME
   DEPARTMENT OF FOOD AND AGRICULTURE
   CONTRACTOR'S NAME
   COUNTY OF LOS ANGELES
2. The term of this Agreement is: July 1, 2007 Through June 30, 2008
3. The maximum amount of this Agreement is: $111,078.08
   One Hundred Eleven Thousand Seventy-eight Dollars and Eight Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 Page(s)
Attachment 1	3 Page(s)
Attachment 2	16 Page(s)
Attachment 3	19 Page(s)
Attachment 4	1 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	1 Page(s)
Exhibit C – General Terms and Conditions - GTC 307	3 Pages

Check mark one item below as Exhibit D:

☒ Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) 1 Page(s)

☐ Exhibit D*-Special Terms and Conditions

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., County Counsel
By Nayahee
Deputy

5. Name of Program: PEST EXCLUSION/LIGHT BROWN APPLE MOTH

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **COUNTY OF LOS ANGELES**		
BY *(Authorized Signature* –	DATE SIGNED)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 12300 Lower Azusa Road, Arcadia, CA 91006-5872		
STATE OF CALIFORNIA		
AGENCY NAME **DEPARTMENT OF FOOD AND AGRICULTURE**		
BY (Authorized Signature) –	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		☐ Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 10/05)

AGREEMENT NUMBER
07-0927
REGISTRATION NUMBER

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By Mayahee
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BY *(Authorized Signature* —	DATE SIGNED)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 12300 Lower Azusa Road, Arcadia, CA 91006-5872		
STATE OF CALIFORNIA		
AGENCY NAME **DEPARTMENT OF FOOD AND AGRICULTURE**		
BY (Authorized Signature) —	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		☐ Exempt per:

COST WORKSHEET

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agric/Wts&Meas Inspector I	$27.09	$13.72	$40.81	313	$12,773.53
Agric/Wts&Meas Inspector II	$30.19	$15.29	$45.48	683	$31,062.84
Agric/Wts&Meas Inspector III	$33.65	$17.04	$50.69	202	$10,239.38
Associate Agic/Wts&Meas Inspector	$20.12	$3.68	$23.80	484	$11,519.20
Agricultural Inspector Aid	$13.16	$2.41	$15.57	80	$1,245.60
Weed Hazard & Pest Abatement Worker	$21.22	$10.74	$31.96	394	$12,592.24
Agricultural Chemical Sprayer	$27.02	$13.68	$40.70	56	$2,279.20
Deputy	$45.68	$23.13	$68.81	87	$5,986.47
			Total Est. Hours to be Worked:	2,299	

Personnel Cost:	$87,698.46
Overhead (not to exceed 25%):	$21,924.62
Total Personnel Cost:	$109,623.08
Supply Costs:	$0.00
Mileage Cost:	$1,455.00
TOTAL CONTRACT REQUEST:	$111,078.08

Total Est. Miles: 3000 Amount Per Mile: 0.485

Agreement No. 07-0927
Exhibit B
Attachment 1
Page 1 of 1

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

   The Contractor shall perform regulatory work for the Light Brown Apple Moth in the County of Los Angeles.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:		FOR CONTRACTOR:	
Name:	Courtney Albrecht	Name:	Kurt Floren
Section/Unit:	Pest Exclusion	Section/Unit:	Agricultural Commissioner
Address:	1220 N Street, Room A-372	Address:	12300 Lower Azusa Rd
City/Zip:	Sacramento, CA 95814	City/Zip:	Arcadia, CA 91006-5872
Phone:	916-654-0312	Phone:	626-575-5451
Email:	calbrecht@cdfa.ca.gov	Email:	kfloren@acwm.lacounty.gov

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

Scope of Work

Light Brown Apple Moth Cooperative Agreement
July 1, 2007 – June 30, 2008
FY 2007/2008

Contractor agrees to provide the services described herein:

The County agrees to perform the listed activities in order to:

- Implement Federal Domestic Quarantine Order *Epiphyas postvittana* (Light Brown Apple Moth) DA-2007-42; including implementation of regulations for parallel California State Interior Quarantine, CCR 3434.

- Conduct emergency response activities as a result of detections of light brown apple moth in regulated establishments.

For each county the scope of work will include, as appropriate, the activities described below:

1. Quarantine Enforcement
2. Trace Forward/Trace Back Investigation and Survey
3. Other

1. Quarantine Enforcement

Detailed in the Light Brown Apple Moth Regulatory Procedures Manual (**Appendix A or most current version**)

A. **Nurseries** (includes production and retail nurseries, and producers of cut flowers, retail/wholesale florists, garlands, wreaths or greenery and cut Christmas trees)

- **Initial Inspection/Sampling/Hold Notice**
  Initial inspection of facility, submitting samples, issuing hold notices and performing hold actions.
- **Follow-Up Inspection/Sampling/Hold Notice**
  Biweekly, monthly or more often as determined necessary, oversight of nursery IPM program if applicable, submitting samples, issuing hold notices and performing hold actions.
- **Per Shipment Inspection/Sampling/Hold Notice**
  Per shipment inspection, submitting samples, issuing hold notices and performing hold actions.
- **Treatment/Reinspection**
  Overseeing treatment or disposal at LBAM-positive nurseries, discussing treatment options, and reinspecting treated material to determine freedom from LBAM.
- **Compliance Agreements**
  Issuing and explaining terms of compliance agreements, inputting compliance agreement information into LBAM database, compliance agreement monitoring.
- **Outreach**
  Distributing quarantine maps and flyers to retail nurseries, general industry outreach.

B. **Green Waste**
- **Compliance Agreements**
  Issuing and explaining terms of compliance agreements, inputting compliance agreement information into LBAM database, compliance agreement monitoring.

C. **Community Gardens**
- **Inspection/Sampling/Hold Notice**
  Biweekly, monthly or per shipment inspections, submitting samples, issuing hold notices and performing hold actions.
- **Compliance Agreements**
  Issuing and explaining terms of compliance agreements, inputting compliance agreement information into LBAM database, compliance agreement monitoring.
- **Outreach/Education**
  Distributing educational material.

D. **Harvested Commodities (Including Farmers Markets)**
- **Inspection/Sampling/Hold Notice**
  Initial, monthly or pre-shipment inspections, submitting samples, issuing hold notices and performing hold actions.
- **Treatment/Reinspection**
  Conducting or overseeing treatment at LBAM-positive location, discussing treatment options, and reinspecting location to determine freedom from LBAM.
- **Compliance Agreements**
  Issuing and explaining terms of compliance agreements, inputting compliance agreement information into LBAM database, compliance agreement monitoring.

2. Trace Forward/Trace Back

All Related Trace Forward/Trace Back Activities
Inspecting, submitting samples, issuing hold notices and performing hold actions.

3. Other

A. **Conference Calls**
Conference calls with CDFA, USDA, industry or community regarding LBAM regulatory updates.

B. **Meetings**
Public, industry or regulatory meetings regarding LBAM regulatory activities.

C. **Administrative Support**
Monthly invoicing for LBAM regulatory activities.

D. **Public Outreach/Education**
Phone calls, walk-ins.

E. **Reporting**
Monthly reporting (**Appendix B**) and invoicing (**Appendix C**) for LBAM regulatory activities.

Submit monthly report and invoice to:
The Department of Food and Agriculture
Attn: Carol Gentry
1220 N Street, Room A-316
Sacramento, CA 95814

cdfa
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Work Plan
Light Brown Apple Moth
FY 2007/2008

County: Los Angeles **Date:** Feb-08

	# of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Hours
Quarantine Enforcement				
Nurseries				
Initial Inspection/Sampling/Hold Notices	84	1	24	2016
Follow Up Inspection/Sampling/Hold Notices	1	11	2	22
Per Shipment Inspection/Sampling/Hold Notices				0
Treatment/Reinspection				0
Compliance Agreements	84	1	2	168
Outreach				0
Green Waste				
Compliance Agreements				0
Community Gardens				
Inspection/Sampling/Hold Notices				0
Compliance Agreements				0
Outreach/Education	3	1	2	6
Harvested Commodities				
Inspection/Sampling/Hold Notices				0
Treatment/Reinspection				0
Compliance Agreements				0
Trace Forward/ Trace Back				
All Related TF/TB Regulatory Activities				0
Other				
Conference Calls				44
Meetings				22
Administrative Support				
Reporting				
Public Outreach/Education				21

TOTAL 2299

Agreement No. 07-0927
Exhibit A
Attachment 1
Page 3 of 3

COOPERATIVE LIGHT BROWN APPLE MOTH QUARANTINE PROJECT

COUNTY AGRICULTURAL COMMISSIONER / CDFA / USDA

Agreement No. 07-0927
Exhibit A

Pest Exclusion Branch
Plant Health and Pest Prevention Services Division
California Department of Food and Agriculture
1220 N Street, Room A-372
Sacramento, CA 95814

Light Brown Apple Moth Regulatory Procedures Manual

Table of Contents

Chapter 1. Nurseries and other producers located **Inside** a state interior quarantine area

Chapter 2. Nurseries and other producers located **Outside** a state interior quarantine area

Chapter 3. Green Waste

Chapter 4. Community Gardens located inside a state interior quarantine area

Chapter 5. Harvested Commodities (Fruits and Vegetables)

Chapter 1

Nurseries and other producers located inside the LBAM State Interior Quarantine area or within 1.5 miles of an LBAM detection

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*The procedures outlined in this chapter apply to **production nurseries, retail nurseries** and **producers** of cut flowers, garlands, wreaths or greenery, and cut Christmas trees located inside the State Interior Quarantine (CCR 3434) or within 1.5 miles of a new, confirmed light brown apple moth (LBAM) detection.*

Section 1: Trapping and Inspection

A Interstate and Intrastate Shipping Nurseries and Growing Locations (Productions and Retail)

(i) Place LBAM traps at the rate of one per five acre or at least one trap if nursery is less than five acres.

(ii) Service traps biweekly

(iii) Nursery or growing ground must implement robust Integrated Pest Management (IPM) program

(iv) Inspections:

(a) Biweekly visual inspection of all plants intended for movement within two weeks, **OR**

(b) Monthly visual inspections of all plants intended for movement within one month if produced and maintained in an enclosed growing facility the adequacy of enclosure to be determined by inspectors, **OR**

(c) Per shipment inspection

B Retail Nurseries, Non-Shipper

(i) No LBAM trapping is required

(ii) Monthly visual inspections of all plants or plants must be stored indoors during the hours between dusk and dawn

(iii) Nursery must implement IPM program targeting tortricid larvae

Section 2: Submission of LBAM specimens for identification

Inspectors have three options for submitting SUSPECT LBAM specimens for identification. Use the following guidelines for SUSPECT larvae, pupae, or egg masses.

(i) When sending specimen through mail or parcel carrier to CDFA Plant Pest Diagnostics Branch (PPDB) Laboratory

a. Always use separate PDRs when submitting adults and other life stages.

b. Always use "Suspect Light Brown Apple Moth" from a pull down menu in "Submitter Remarks" field.

c. **Place specimen in vial containing alcohol supplied by the CDFA/PPDB lab.**

(ii) When delivering specimen in person to CDFA PPDB lab

a. Always use separate PDRs when submitting adults and other life stages.

b. Always use "Suspect Light Brown Apple Moth" from a pull down menu in "Submitter Remarks" field.

c. **Place specimen in vial containing 95% alcohol**

Section 3: Procedures for SUSPECT LBAM collections

Use the following procedures when suspect light brown apple moth specimens are collected during a nursery inspection.

(i) If SUSPECT adult (male/female, trapped or otherwise caught) is collected, **no action is required** until moth is identified by CDFA PPDB lab.

(ii) If SUSPECT larva, pupa or egg mass is collected, **infested plants or lots** must be placed on hold.

(iii) No holding action is required for non-infested plants until genetic or morphological evaluation of the specimen is complete.

(iv) If using the courier system, the United States Department of Agriculture, Plant Inspection Station (USDA/PIS) will email preliminary identification results to all affected counties and/or LBAM Project Office.

(a) For any suspect determined to be a "non-target" from the USDA/PIS, **continue to hold lot only,** pending determination by CFDA PPDB lab.

(b) For any suspect determined to be "possible" LBAM from the USDA/PIS, **all plants at the nursery** must be placed on hold.

Section 4: Procedures for Pre-Screened "Suspect" Specimen or CONFIRMED LBAM collections

A Use the following procedures when light brown apple moth has been confirmed from a nursery or growing area

(i) If adult male LBAM is confirmed, **no action is required.**

(ii) If adult female LBAM, or larva, pupa, or egg mass, or "possible LBAM" larva, pupa, or egg mass is confirmed through genetic or morphological analysis, **all plants on premises** must be placed on hold. One or more of the options below must be conducted:

(a) Treat all plants at nursery with product efficacious against LBAM eggs and larvae (CDFA PHPPS extranet site). Plants must be 100% re-inspected after treatment with negative findings before release, **OR**

(b) All plants intended for shipment in two weeks must be treated with product efficacious for LBAM eggs and larvae (CDFA PHPPS extranet site). Plants must be 100% re-inspected after treatment with negative findings before release, **OR**

(c) All plants intended for shipment in two weeks must be treated with product efficacious for LBAM larvae (CDFA PHPPS extranet site). Treated plants must be safeguarded in an approved enclosure for ten days. LBAM detection traps must be placed in enclosure; one trap per five acres. Treated plants must be 100% re-inspected after ten-days with negative findings before release, **OR**

(d) All plants intended for shipment within 30 days must be safeguarded in an approved enclosure for 30 days. LBAM traps must be placed in the enclosure at a rate of one trap per five acres. Treated plants must be 100% re-inspected after 30-days with negative findings before release, OR

(e) Special protocol for infested retail nursery inside State Interior Quarantine Area:

- Place entire nursery on HOLD.
- Nursery may opt to destroy all infested plants (plants only; not lots)
- Treat all remaining plants with an approved larvacide.
- Begin robust IPM program that includes use of mating disruption wicks and treatment of in-

ground plantings that may be source of contamination.

- 100% re-inspection of all nursery stock with negative results prior to release
- Provide LBAM flyer to all customers directing them not to remove plants from LBAM State Interior Quarantine Area
- Post updated quarantine map in visible location for customers.

(iii) If live LBAM female, larvae, pupae, or egg masses are detected after treatment and re-inspection, infested plants or lot(s) must be held or re-treated and re-inspected with negative findings before release. All non-infested plants may be released.

B Use the following procedures when light brown apple moth has been confirmed from a nursery or growing area operating under an **Approved LBAM Integrated Pest Control Program** * (see appendix A)

(i) If adult male LBAM is confirmed, **no action is required.**

(ii) If adult female LBAM, or larva, pupa, or egg mass, or "possible LBAM" larva, pupa, or egg mass is confirmed through genetic or morphological analysis, **infested lot and all contiguous lots** must be placed on hold. One or more of the options below must be conducted:

(a) All plants on hold must be treated with a product efficacious against eggs (CDFA PHPPS extranet site). Plants must be 100% re-inspected after treatment with negative findings before release, **OR**

(b) All plants on hold must be treated with product efficacious against larvae (CDFA PHPPS extranet site) and held for ten days. Treated plants must be 100% re-inspected after ten-days with negative findings before release, **OR**

(c) All plants on hold must be held for 30 days. Plants must be 100% re-inspected after 30-days with negative findings before release, **OR**

(d) The plants on hold shall have foliage removed and foliage destroyed

Section 5: Certification and Compliance Agreements

*Use these procedures to issue a compliance agreement for any nursery or growing location shipping **intrastate** from a State regulated area, or **interstate** from anywhere in a regulated county.*

(i) Quarantine certification must accompany all shipments of nursery stock, cut flowers, garlands, wreaths or greenery, and cut Christmas trees (interstate and intrastate from and within the area covered by the State Interior Quarantine, quarantine area).

(ii) In lieu of an original certificate, shipping nurseries and growing locations may be issued a compliance agreement by the county agricultural commissioner and/or LBAM Project Office. **Use Exhibit A1** (CDFA PHPPS extranet site).

(iii) Retail nurseries that do not ship may be issued a **Compliance Agreement** with **Exhibit B**. Such nurseries must make the informational LBAM flyers and quarantine maps (CDFA PHPPS extranet site) available to all customers who purchase plant material.

(iv) **Locations that ship** (interstate and intrastate) cut flowers, garlands, wreaths or greenery, and cut Christmas trees but do not produce such commodities in a regulated area may enter into a compliance agreement with the county agricultural commissioner or LBAM Project Office (**use Exhibit J**) and may be authorized to use a master quarantine certificate or federal shield under one of the following conditions:

(a) Shipping locations may only receive commodities from quarantined areas if accompanied by a federal shield or other quarantine compliance certificate OR

(b) Shipping locations must make commodities available for periodic inspections as determined necessary by the county agricultural commissioner and/or LBAM Project Office.

Chapter 2

Nurseries and other producers located outside the LBAM State Interior Quarantine area or more than 1.5 miles of an LBAM detection

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The procedures outlined below apply to **production nurseries, retail nurseries** *and* **producers** *of cut flowers, garlands, wreaths or greenery, and cut Christmas trees located in a regulated county but outside the State Interior Quarantine (CCR 3434) or more than 1.5 miles from an LBAM detection.*

Section 1: Trapping and Inspection

A Interstate Shipping Production and Retail Nurseries and Growing Locations

(i) Place LBAM traps at the rate of one per five acre or at least one trap if nursery is less than five acres.

(ii) Service traps biweekly

(iii) One-time visual inspection for all LBAM life stages on all nursery stock to determine freedom from LBAM

B Production and Retail Nurseries that do not ship interstate

(i) No requirements

Section 2: Submission of LBAM specimens for Identification

Inspectors have three options for submitting SUSPECT LBAM specimens for identification. Use the following guidelines for SUSPECT larvae, pupae, or egg masses.

(i) When sending specimen through mail or parcel carrier to CDFA Plant Pest Diagnostics Branch (PPDB) Laboratory

(a) Always use separate PDRs when submitting adults and other life stages.

(b) Always use "Suspect Light Brown Apple Moth" from a pull down menu in "Submitter Remarks" field.

(c) **Place specimen in vial containing alcohol supplied by the CDFA/PPDB lab.**

(ii) When delivering specimen in person to CDFA PPDB lab

a. Always use separate PDRs when submitting adults and other life stages.

b. Always use "Suspect Light Brown Apple Moth" from a pull down menu in "Submitter Remarks" field.

c. **Place specimen in vial containing 95% alcohol**

Section 3: Procedures for Suspect LBAM collections

Use the following procedures when suspect light brown apple moth specimens are collected during a nursery inspection.

(i) If SUSPECT adult (male/female, trapped or otherwise caught) is collected, **no action is required** until moth is identified by CDFA PPDB lab.

(ii) If SUSPECT larva, pupa or egg mass is collected, **infested plants or lots** must be placed on hold.

(iii) No holding action is required for non-infested plants until genetic or morphological evaluation of the specimen is complete.

(iv) If using the courier system, the United States Department of Agriculture, Plant Inspection Station (USDA/PIS) will email preliminary identification results to all affected counties and/or LBAM Project Office.

(a) For any suspect determined to be a "non-target" from the USDA/PIS, **continue to hold plants or lot only**, pending determination by CFDA PPDB lab.

(b) For any suspect determined to be "possible" LBAM from the USDA/PIS, **all plants at the nursery** must be placed on hold.

Section 4: Procedures for Pre-Screened "Suspect" Specimen or CONFIRMED LBAM collections

Follow these procedures at infested nurseries and/or growing locations in an LBAM-regulated county but outside the State Interior Quarantine Area.

Infested nurseries and/or growing locations in a non-LBAM regulated county should consult CDFA Pest Exclusion biologists prior to taking regulatory action.

(i) If adult LBAM (male or female) is CONFIRMED by CDFA PPDB, the nursery with the detection and all nurseries within 1.5 miles must follow procedures outlined in Chapter 1, Section 4 of this manual

(ii) If larva, pupa, or egg mass, or "possible LBAM" larva pupa or egg mass is CONFIRMED through **genetic analysis** then follow same as (i) above.

(iii) If genetic analysis is complete and the CDFA PPDB lab indicates that the DNA did not amplify, follow same as (iv) below.

(iv) If larva, pupa, or egg mass, or "possible LBAM" larva pupa or egg mass is CONFIRMED through **morphological analysis only**, **all plants** at the nursery must be treated as outlined in Chapter 1, Section 4. *However, the State Interior Quarantine will not be expanded to include this nursery or other nurseries within 1.5 miles.*

(v) If LBAM infestation can be delimited within nursery, or is limited to only plants in an incoming shipment, inspectors may offer the following options to the nursery:

(a) Treat all LBAM-positive plant(s) or lot(s) with product efficacious against LBAM eggs (see Chapter 1, Section 4(ii). Treated plants must be 100% re-inspected prior to release.

(b) All other plants may be treated **OR** held on the nursery premises for the duration of one complete LBAM life cycle, during which time LBAM detection trapping at the nursery must continue with negative results.

Section 5: Certification and Compliance Agreements (All Interstate Shipping Production and Retail Nurseries and Growing Locations)

Use these procedures to issue a compliance agreement for any nursery or growing location shipping interstate from a regulated area. Note: Intrastate shipments from a regulated county but outside the area covered by the State Interior Quarantine do not require certification.

(i) Quarantine certification must accompany all interstate shipments of nursery stock, cut flowers, garlands, wreaths or greenery, and cut Christmas trees.

(ii) In lieu of an original certificate, shipping nurseries and growing locations may be issued a compliance agreement by the county agricultural commissioner or LBAM Project (CDFA PHPPS extranet site). Use Exhibit F.

(iii) For intrastate shipments, no quarantine certification is required. However, shippers may voluntarily enter the interstate shipping compliance agreement with the county agricultural commissioner or LBAM Project and may be authorized to use a master quarantine certificate or federal shield.

Chapter 3
Green Waste

The procedures apply to green waste transporters *from inside the State Interior Quarantine (CCR 3434) area or within 1.5 miles from an LBAM detection. They also apply to* green waste receivers within or outside *the State Interior Quarantine (CCR 3434) area or 1.5 miles from an LBAM detection who receive their green waste from a regulated area.*

SECTION 1: COMPLIANCE AND CERTIFICATION

(i) All green waste leaving the LBAM State Interior Quarantine or the area within 1.5 miles of an LBAM detection must be accompanied by quarantine certification. Green waste may only leave a quarantined county if destined for a receiver that possesses a valid CDFA Departmental Permit.

(ii) In lieu of an original certificate, all green waste transporters working within, and/or receivers that receive green waste from, the areas covered by the LBAM State Interior Quarantine or within 1.5 miles of an LBAM detection, may be issued a compliance agreement by the county agricultural commissioner or LBAM Project (CDFA PHPPS extranet site). Use Exhibit D for green waste transporters and Exhibit E for green waste receivers within a county with an LBAM quarantine area. A copy of the compliance agreement in the green waste transporters vehicle will serve as quarantine certification.

(iii) Green waste receivers outside of a quarantined county may only receive green waste from a quarantined county if they possess a valid CDFA Departmental Permit. A Departmental Permit to receive green waste from a quarantined county may be requested from CDFA's PHPPS Permit Unit. As part of the Departmental Permit and origin/receiver compliance agreement, only processed green waste (chipped, ground or shredded) may leave a county with a LBAM quarantine area.

Chapter 4
Community Gardens

Follow these procedures for community gardens located inside the LBAM State Interior Quarantine or within 1.5 miles of an LBAM detection.

Section 1: Inspection

(i) All regulated fruits and vegetables for immediate consumption may be moved without inspection within the State Interior Quarantine area.

(ii) All regulated fruits and vegetables leaving the State Interior Quarantined area must be inspected at intervals specified by the county agricultural commissioner and/or LBAM Project (i.e., once monthly, per shipment, etc).

Section 2: Certification and Compliance Agreements

(i) All community gardens within the State Interior Quarantined area may be issued a compliance agreement by the county agricultural commissioner or LBAM Project (CDFA PHPPS extranet site). Use Exhibit C

Chapter 5
Harvested Commodities (Fruits and Vegetables)

Follow these procedures for regulated fruits and vegetables in regulated counties or within 1.5 miles of LBAM find

Section 1: Trapping and Inspection

A Inside the LBAM State Interior Quarantine or within 1.5 miles of an LBAM detection.

(i) Biweekly servicing of traps at approved detection levels.

(ii) Inspection of production field or harvested regulated commodity at shipping location within 30 days prior to shipping.

(iii) Shipping locations in a quarantined county including produce dealers shall note that the Federal Quarantine Order does not regulate locations that ship but do not produce regulated fruit and vegetables. Shipping locations may voluntarily request certification. Counties and/or LBAM Project may provide certification under the following procedures:

- Shipping locations must receive commodities from quarantined counties accompanied by a federal shield or other quarantine compliance certificate OR

- Shipping locations must make commodities available for periodic inspections as determined necessary by the county agricultural commissioner or LBAM Project.

B Outside the LBAM State Interior Quarantine or more than 1.5 miles of an LBAM detection

(i) Trapping at approved detection levels

Section 2: Procedures for LBAM infested ccommodities
Under development

Section 3: Compliance and Certification

(i) All regulated fruits and vegetables grown within the State Interior Quarantine or 1.5 miles of LBAM find that are moving intrastate and within the quarantine area, must be accompanied by quarantine certification. Shippers may be issued a compliance agreement (CDFA PHPPS extranet site) and authorized to use the federal shield and tracking log (Exhibit F).

(ii) All regulated fruits and vegetables grown within the State Interior Quarantine or 1.5 miles of LBAM find that are moving interstate, may be accompanied by a federal shield. Shippers shall use the tracking log (Exhibit F).

(iii) Locations that ship (interstate and intrastate) but do not produce regulated fruits and vegetables within the State Interior Quarantine or 1.5 miles of LBAM find, may be issued a compliance agreement, stipulating adherence to the procedures listed in Chapter 1, Section 5, and may be authorized to use a federal shield or master certificate of quarantine compliance.

COOPERATIVE **LIGHT BROWN APPLE MOTH QUARANTINE** PROJECT COMPLIANCE AGREEMENT

_____County Agricultural Commissioner / CDFA / USDA

[Pursuant to California Code of Regulations 3434 and the Federal Domestic Quarantine Order Epiphyas postvittana, Light Brown Apple Moth DA-2007-18]

(Check all that apply)

☐ _____ County Agricultural Commissioner's Office

Street Address: _____

City:_____ Zip Code:_____

Contact: _____

☐ Cooperative Light Brown Apple Moth Quarantine Project
2601 East Lake Ave
Watsonville, CA 95076
Phone: (831) 761-7474; Facsimile: (831) 761-7433

Compliance Agreement Number:		
Establishment Name:		
Manager Name:		
Mailing Address:	City:	Zip:
Physical Address:	City:	Zip:
Phone: (____) ____-_____ Fax: ( ) -	E-Mail:	
Thos. Bros:	Latitude:	
Cross Street:	Longitude:	

Parties:
The California Department of Food and Agriculture (CDFA), the United States Department of Agriculture (USDA), and the _____ County Agricultural Commissioner, cooperating as the Light Brown Apple Moth Quarantine Project

Project Officer:

Business/Establishment:

Establishment Name: (subsequently referred to as "Establishment")

_____

Background:
The pest known as Light Brown Apple Moth (LBAM) presents a real and ongoing threat to the agricultural industry, environment and economy of the State of

California. Movement of regulated articles and commodities is a recognized channel for the spread of LBAM from established areas to new locations. The LBAM Quarantine Project is a cooperative effort between public entities that are responsible for mitigating the movement of LBAM from regulated areas where the pest is established to new locations.

AGREEMENT:

A. The Light Brown Apple Moth Quarantine Project, hereafter referred to as the Project, will permit your establishment to self-execute the Light Brown Apple Moth quarantine regulatory requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

(Check all that apply)

- ☐ Exhibit A – Nursery Stock (Production Nursery)
- ☐ Exhibit A1 – Nursery Stock (Interstate Shipping Nursery)
- ☐ Exhibit B – Nursery Stock (Retail Nursery)
- ☐ Exhibit C – Community Garden
- ☐ Exhibit D – Green Waste Transporter
- ☐ Exhibit E – Green Waste Origin Facility
- ☐ Exhibit F – Federal Shield and Tracking Log
- ☐ Exhibit G – Produce Grown within 1.5 Miles of LBAM Detection
- ☐ Exhibit H – Produce Grown more than 1.5 Miles of LBAM Detection
- ☐ Exhibit I – Wholesale Produce Dealer
- ☐ Exhibit J – Cut Flowers, Garlands, Wreathes or Greenery (Non-Producer)
- ☐ Exhibit K– Cooling/Packing/Processing Facilities

B. In exchange for the Project's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the Light Brown Apple Moth quarantine requirements;

2. Follow the Project's instructions regarding the use of all Light Brown Apple Moth permits and certificates;

3. Maintain and make such records as the Project requires, accessible for inspection upon reasonable notice by the Project Officer. These records shall be maintained for a period of the later of 2 years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days notice to the other at the address of either appearing above. However, the Project may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the manner in which Establishment sells, handles or distributes any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of _____ in the State of California on _____/_____/_____	
Establishment by: (print name)	Light Brown Apple Moth Quarantine Project by: (print name)
Manager/Owner (signature):	Project Officer (signature):

COOPERATIVE **LIGHT BROWN APPLE MOTH QUARANTINE** PROJECT
COMPLIANCE AGREEMENT AND EXHIBITS

Compliance Agreement (June 25, 2007)

- Exhibit A – Nursery Stock (Production Nursery) INTRASTATE (May 3, 2007)
- Exhibit A1 – Nursery Stock (Production/Retail) INTERSTATE (May 2, 2007)
- Exhibit B – Nursery Stock (Retail Nursery) (May 9, 2007)
  - Informational LBAM Flyer for Retail Nurseries
- Exhibit C – Community Gardens (May 3, 2007)
- Exhibit D – Greenwaste Transporter (June 8, 2007)
- Exhibit E – Green Waste Receiver/Origin Facility (June 25, 2007)
- Exhibit F – Federal Shield and Tracking Log (June 13, 2007)
- Exhibit G – Produce Grower/Farmer Within State Interior Quar. OR 1.5 miles of LBAM Detection (August 21, 2007)
- Exhibit H – Produce Grower/Farmer Outside State Interior Quar. OR 1.5 miles of LBAM Detection (April 17, 2008)
- Exhibit I – Wholesale Produce (Dealer) (May 17, 2007)
- Exhibit J – Cut Flower, Garlands, Wreathes and Greenery (Non-Producer)(February 6, 2008)
- Exhibit K – Cooling / Packing / Processing Facilities (June 21, 2007)

EXHIBIT A- NURSERY STOCK (PRODUCTION NURSERY)

☐ Provisions for the Intrastate Movement of Nursery Stock:

Establishment agrees to the following:

1. Control Program

Establishment shall maintain a robust integrated pest management program that targets *tortricids* to ensure freedom within the nursery from the Light Brown Apple Moth (LBAM). Records shall be maintained at nursery for up to one year for all treatments.

2. Records

Establishment shall maintain production records or records of receipt, as directed by the Project, for all plants moved out of the quarantined areas. Establishment shall also maintain records of incoming shipments of nursery stock. Establishment shall provide such records to the Project Officer once every 30 days, or as specified by the Project Officer. Establishment shall allow the Project to perform periodic inspections to verify compliance with this Provision.

3. Requirements for Movement from Quarantined Areas

Establishment shall ensure that quarantine certification accompanies each shipment moved from the quarantined areas.

4. Infected Nursery Stock

If the nursery or any plant within the nursery is found to be infested with LBAM, Establishment shall immediately notify the Project and not move any plants out of the quarantined areas until such time as the Project can determine that the nursery is free of LBAM.

Establishments found infested with LBAM also agree to the following:

1. Treatment for LBAM

Establishment shall conduct treatments as specified by the Project. Establishment shall provide treatment records to the Project Officer as specified.

2. Nursery Inspections

Establishment shall allow the Project to perform periodic inspections at intervals specified by the Project to verify ongoing freedom from LBAM.

EXHIBIT A1- NURSERY STOCK (PRODUCTION/RETAIL/CUT FLOWER NURSERY)

☐ **Provisions for the Interstate Movement of Nursery Stock:**

Establishment agrees to the following:

1. Control Program

Establishment shall maintain a robust integrated pest management program that targets *tortricids* to ensure freedom within the nursery from the Light Brown Apple Moth (LBAM). Records shall be maintained at nursery for up to one year for all treatments.

2. Trapping

Establishment shall allow the Project to place and service traps for the detection of LBAM.

3. Nursery Inspections

Establishment shall allow the Project to perform periodic inspections at intervals specified by the Project to verify ongoing freedom from LBAM.

4. Records

Establishment shall maintain production records or records of receipt, as directed by the Project, for all plants moved out of the quarantined areas. Establishment shall also maintain records of incoming shipments of nursery stock. Establishment shall provide such records to the Project Officer once every 30 days, or as specified by the Project Officer. Establishment shall allow the Project to perform periodic inspections to verify compliance with this Provision.

5. Requirements for Movement from Quarantined Areas

Establishment shall ensure that quarantine certification accompanies each shipment moved from the quarantined areas.

6. Infected Nursery Stock

If the nursery or any plant within the nursery is found to be infested with LBAM, Establishment shall immediately notify the Project and not move any plants out of the quarantined areas until such time as the Project can determine that the nursery is free of LBAM.

Establishments found infested with LBAM also agree to the following:

1. Treatment for LBAM

Establishment shall conduct treatments as specified by the Project. Establishment shall provide treatment records to the Project Officer as specified.

2. Nursery Inspection

Establishment shall allow the Project to perform post treatment inspection(s) to verify freedom from LBAM.

EXHIBIT B- NURSERY STOCK (RETAIL NURSERY)

☐ **Provisions for the Intrastate Movement of Nursery Stock:**

Establishment agrees to the following:

1. Maintain Light Brown Apple Moth (LBAM) Free Nursery

Establishment shall ensure freedom within the nursery from LBAM in a manner specified by the Project.

_____

_____

_____

_____

2. Public Information

Establishment shall make available LBAM quarantine boundary maps and informational LBAM flyers, provided by the Project, to customers of nursery stock.

3. Records

Establishment shall maintain records of incoming shipments of nursery stock and shall provide such records to the Project Officer as requested. Establishment shall allow the Project to perform periodic inspections to verify compliance with this provision.

4. Infected Nursery Stock

If the nursery or any plant within the nursery is found to be infested with LBAM, Establishment shall immediately notify the Project and not move any plants from the Establishment until such time as the Project can determine that the nursery is free of LBAM.

Establishments found infested with LBAM also agree to the following:

1. Treatment for LBAM

Establishment shall conduct treatments as specified by the Project. Establishment shall provide treatment records to the Project Officer as specified.

2. Nursery Inspections

Establishment shall allow the Project to perform periodic inspections at intervals specified by the Project to verify ongoing freedom from LBAM.

EXHIBIT C- COMMUNITY GARDENS

☐ **Provisions for the Intrastate Movement of Garden Fruits and Vegetables:**

Establishment agrees to the following:

1. Education

Project shall provide educational material to the Establishment and garden members for the purposes of recognizing all life stages of LBAM.

2. Notification

Establishment shall notify the Project if any suspect life stage of LBAM is detected.

3. Garden Inspections

LBAM is a mobile pest that can become established in the garden at any time. Establishment shall allow the Project to perform periodic inspections of the garden at intervals specified by the Project to verify ongoing freedom from LBAM.

4. Movement Restrictions

Establishment and garden members shall not move harvested host produce outside of the quarantine boundaries without notification and inspection by the Project. Contact the Project for quarantine boundary information.

5. Other specific instructions:

_____

_____

_____

_____

EXHIBIT D- GREEN WASTE TRANSPORTER

☐ Provisions for the Intrastate Transportation of Green Waste

Establishment agrees to the following:

1. Vehicle and/or Trailer Requirements

Establishment shall only transport green waste from the quarantined area in a vehicle or trailer that is in compliance with the California Vehicle Code sections 23114 (a) and 23115 (a).

2. Tarped Conveyance

Unless transported in a fully enclosed vehicle or trailer, Establishment shall only transport green waste out of the quarantined area in a vehicle or trailer **covered in a manner, approved by the Project, to eliminate the loss of green waste during transportation**.

3. Verification of Origin Facility Compliance

Establishment shall only accept green waste for transport out of the quarantined area if accompanied by the origin facility's quarantine certification.

4. Verification of Receiver Compliance

Establishment shall not move green waste out of the quarantined area to any facility that is not authorized under a permit issued by the California Department of Food and Agriculture to receive green waste from the quarantined area.

5. Shipping Documents and Quarantine Certification

Establishment shall affix quarantine certification to the bill of lading (or other shipping document). Establishment shall provide a copy of the bill of lading (or other shipping document) and quarantine certification to receiver.

6. Trailer Cleaning

Establishment shall ensure that the vehicle or trailer used to transport green waste is thoroughly cleaned of green waste debris prior to leaving receiving facility.

7. Direct Route

Establishment shall transport green waste from the origin facility to a receiving facility outside the quarantined area by the most direct route feasible, or by a route described herein.

8. Spill Notification

Establishment shall notify the Project Officer and the local county agricultural commissioner as soon as possible, but no later than 24 hours after a spill.

EXHIBIT E- GREEN WASTE RECEIVER/ORIGIN FACILITY (Transfer Stations)

☐ Provisions for the Receipt/Transfer of Green Waste from Counties with Light Brown Apple Moth (LBAM) Quarantined Areas

Establishment agrees to the following:

1. Green Waste Processing

Establishment shall process (grind, chip or shred) green waste from a LBAM quarantine area as soon as feasible.

2. Movement of Finished Compost

If Establishment is composting on site, Establishment shall ensure that green waste from counties with a LBAM quarantine area is composted in accordance with California Code of Regulations, Title 14, Division 7, Chapter 3.1. Finished compost may be moved within and out of counties with a LBAM quarantine area unrestricted.

3. Green Waste Moving from a County With a LBAM Quarantine Area

Establishment shall only move green waste from a county with a LBAM quarantine area if the green waste has been processed (chipped, ground or shredded).

4. Verification of Transporter Compliance

Establishment shall only load processed green waste for transport out of a county with a LBAM quarantined area onto any conveyance with verification of transporter's quarantine certification.

5. Verification of Receiver Compliance

Establishment shall verify processed green waste will be transported to facilities authorized under compliance agreement or departmental permit issued by the California Department of Food and Agriculture to receive green waste from LBAM regulated areas.

6. Quarantine Certification

Establishment shall affix quarantine certification (stamp or copy of compliance agreement) to the shipping documents (i.e. bill of lading) of each shipment of green waste moved out of a county with a LBAM quarantine area.

7. Records

Establishment shall maintain records of each shipment out of a county with a LBAM quarantined area for a period of two years and make those records available to the Project Officer upon request.

8. Trapping

Establishment shall allow traps to be placed and serviced at intervals specified by the project.

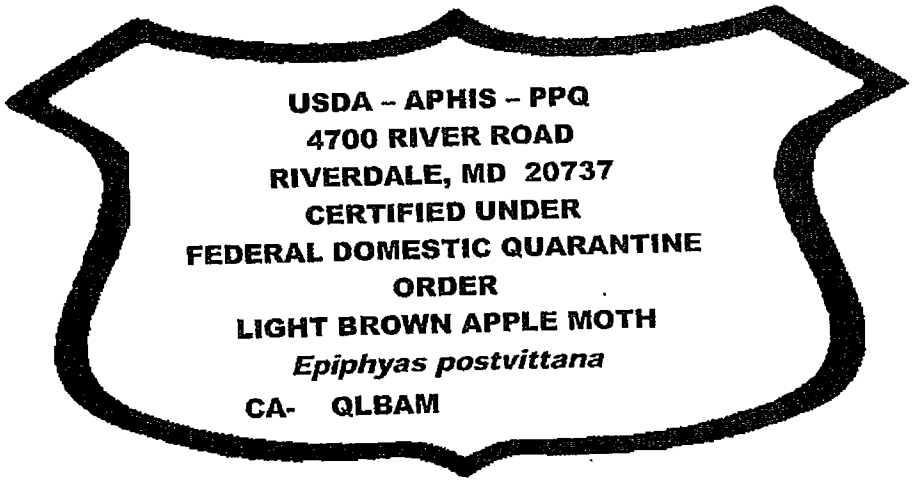
EXHIBIT F- Authorization for Certification

Authorization for Certification

Business/Establishment Name _____

Establishment agrees to the following:

1. Reproduce the Federal certificate following dimensions in example below and using exact language in the example.
2. Use Federal certificate to certify interstate shipments of regulated plant material shipped from Establishment named in this compliance agreement.
3. Use Federal certificate to certify regulated plant material that has been inspected and found free of Light Brown Apple Moth by agricultural officials.
4. Maintain records of all interstate shipments of regulated plant material certified with Federal certificate by using the tracking log on page three of this exhibit or the equivalent in business records, and make such records available to agricultural officials upon request.
6. Delegate to one person only the authority to reproduce Federal certificate and use to certify interstate shipments of regulated articles.



Nurseries/Establishments will be assigned Compliance Agreement numbers following the formula below:
First two numbers =county number, followed by QLBAM, followed by the eight digit nursery license number or Compliance number for other establishments

All other Compliance Agreement numbers will be automatically generated by the LBAM database on CDFA extranet site.

Stamp Description:
Approx. Size: 2"x4"
Font: Arial Black
Font Size: 11

EXHIBIT F- Authorization for Certification
Authorization for Certification
Page 2

By signing below, Establishment agrees to follow all instructions contained in Exhibit F, Authorization for Certification.

Signature of Establishment Representative

_____Date_____

Signature of County/LBAM Program Representative

_____Date _____

Cooperative Light Brown Apple Moth (LBAM) Program
LBAM PPQ 527 Certificate (Rubber Stamp or Sticker) Issuance Tracking Log for Nurseries

Date Issued	Invoice #	Listed Plant(s)	# Of Plants	Receiver Name	Receiver Addr.	Receiver State

Rev. 6/13/07

Cooperative Light Brown Apple Moth (LBAM) Program

LBAM PPQ 527 Certificate (Rubber Stamp or Sticker) Issuance Tracking Log for Produce

Date Issued	Invoice #	Commodity	Quantity	Receiver Name	Receiver Address	Receiver State

Rev. 6/13/07

EXHIBIT G-PRODUCE GROWER/FARMER

☐ **Provisions for the Intrastate and/ or Interstate Movement of Produce/Commodities Grown within the State Interior Quarantine for Light Brown Apple Moth (LBAM)**

To Ship Regulated Articles out of the State Interior Quarantine area, Establishment agrees to the following:

1. Inspection

Establishment shall allow the Project to inspect site or facility to determine freedom from LBAM. Inspections will be conducted at intervals specified by the project, but not less than once every 30 days.

2. Trapping

Establishment shall allow the Project to place and service LBAM traps at intervals specified by the Project.

3. Certification

Establishment shall: (*Check all that apply*)

- ☐ Ensure quarantine certification accompanies each shipment moved intrastate and/or interstate
- ☐ Display a copy of Establishment compliance agreement at location, if selling at certified farmer market.

Operational Procedures (*Check all that apply*)

- ☐ All production fields must be listed with the LBAM Project.
- ☐ All processing, cooling, and/or packing facilities used by grower/farmer must be listed with the LBAM Project.
- ☐ The processing, cooling, and/or packing facilities used by a grower/farmer must be approved by the LBAM Project.
- ☐ Establishment shall notify the Project if any suspect life stage of LBAM is detected. The project will provide educational material to the Establishment for the purposes of recognizing all life stages of LBAM.

EXHIBIT H- PRODUCE GROWN MORE THAN 1.5 MILES FROM LIGHT BROWN APPLE MOTH (LBAM) DETECTION

☐ **Provisions for the Intrastate and/or Interstate Movement of Produce Grown More than 1.5 miles from LBAM Detection**

To Ship Regulated Articles Under the Federal Shield, Establishment agrees to the following:

1. Trapping

Establishment shall allow the Project to place and service LBAM traps at intervals specified by the Project.

2. Certification

Establishment may issue certificates to accompany shipments moved intrastate and/or interstate.

EXHIBIT I- WHOLESALE PRODUCE (DEALERS)

☐ **Provisions for the Intrastate and/or Interstate Movement of Wholesale Produce**

To Ship Regulated Articles Under the Federal Shield, Establishment agrees to the following:

1. Sources of Regulated Articles

   a. Establishment shall source all regulated articles from outside the light brown apple moth (LBAM) regulated area **OR**,

   b. Establishment shall source all regulated articles from Establishments within the LBAM regulated area under compliance agreement for LBAM and shipped with the Federal shield **OR**,

   c. Establishment shall source regulated articles from an Establishment within the LBAM regulated area which is accompanied by a an quarantine certificate indicating the regulated articles were inspected and found free of LBAM **OR**,

2. Inspection

Establishment shall allow the Project to conduct inspections at intervals specified by the Project to determine freedom from LBAM.

3. Certification

Establishment shall ensure that quarantine certification accompanies each shipment moved intrastate and/or interstate.

EXHIBIT J – CUT FLOWERS, GARLANDS, WREATHES OR GREENERY (NON-PRODUCERS)

☐ **Provisions for the Intrastate and/or Interstate Movement of Cut Flowers, Garlands, Wreathes or Greenery From Locations that Do Not Produce Such Commodities (i.e. Dealers, Flower Market):**

Establishment agrees to the following:

1. Sources of Regulated Articles

   a. Establishment must receive commodities from quarantined counties, accompanied by a federal shield or other quarantine compliance certificates **OR**,

   b. Establishment must make commodities available* for periodic inspections as determined necessary by the county agricultural commissioner.

*Specific instructions on how to make commodities available for inspection:

_____

_____

2. Records

Establishment shall maintain shipment records or records of receipt, as directed by the Project, for all cut flowers, garlands, wreaths or greenery moved out of the quarantined areas. Establishment shall also maintain records of incoming shipments of cut flowers, garlands, wreaths or greenery. Establishment shall allow the Project to perform periodic inspections to verify compliance with this provision.

3. Infected shipping location and/or cut flowers, garlands, wreaths or greenery

If the shipping location or any cut flowers, garlands, wreaths or greenery within the location is found to be infested with LBAM, Establishment shall immediately notify the Project and not move any commodity out of the quarantined areas until such time as the Project can determine that the location is free of LBAM.

4. Certification

Establishment shall ensure that quarantine certification accompanies each shipment moved intrastate and/or interstate.

5. Other Requirements as Outlined by the Project

_____

_____

_____

Establishments found infested with LBAM also agree to the following:

1. Treatment for LBAM

Establishment shall conduct treatments as specified by the Project.

EXHIBIT K - Cooling, Packing and/or Processing Facilities

☐ **Provisions for Cooling, Packing and/or Processing Facilities:**

Establishment agrees to the following:

1. Education
Project shall provide educational material to the Establishment for the purposes of recognizing all life stages of LBAM.

2. Sources of Regulated Articles
   a. Establishment must receive commodities from quarantined counties, accompanied by a federal shield or other quarantine compliance certificates OR,

   b. Establishment must make commodities available for periodic inspections as determined necessary by the LBAM Project.

3. Notification
Establishment shall notify the Project if any suspect life stage of LBAM is detected.

4. Produce/Facilities Inspections
   1. Product must be inspected within 30 days of harvest either at the field or at the facility by LBAM Project staff
   2. Facility must give LBAM Program a list of all growers/farmers they handle along with all field locations within the quarantine area.
   3. An area must be provided for inspection with proper lighting.

Establishment shall allow the Project to perform periodic inspections at intervals specified by the Project to verify ongoing freedom from LBAM.

5. Records
Establishment shall maintain shipment records or records of receipt, as directed by the Project. Establishment shall also maintain records of incoming shipments. Establishment shall allow the Project to perform periodic inspections to verify compliance with this provision.

6. Movement Restrictions
Establishment shall not move host produce outside of the quarantine boundaries without notification and inspection by the Project. Contact the Project for quarantine boundary information.

(County Letterhead)

Agreement No. 07-0927
Exhibit A
Attachment 4
Page 1 of 1

California Department of Food and Agriculture
Attn: Carol Gentry
1220 N Street, Rm A-316
Sacramento, CA 95814

Light Brown Apple Moth Contract
Contract #
Budget Display FY 2007/2008
Invoice for Period from 00/00/00 to 00/00/00

Personnel Services

Name/classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
Total Hours	0.00	Total Salaries	0.00	
			Total Personnel Services	0.00
			Indirect (up to 25% of Personnel Services)	0.00
			Total Personnel Costs:	0.00

Operating Expenses

Supplies				0.00
			Total Operating Expenses:	0.00
Vehicle Usage	**Miles**	**Rate**		
Vehicle Mileage=	0.00	0.000		0.00
			Total Mileage Cost:	0.00
Total Operating Expenses				0.00
			Grand Total:	0.00

Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)**

   An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

   Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

   All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 – Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

   Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
   http://training.fws.gov/fedaid/toolkit/2cfr225.pdf

   Federal 7 CFR 3016 can be found at the following website:
   http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

   The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: http://www.sco.ca.gov/ard/manual/cntyman.pdf

COST WORKSHEET

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agric/Wts&Meas Inspector I	$27.09	$13.72	$40.81	313	$12,773.53
Agric/Wts&Meas Inspector II	$30.19	$15.29	$45.48	683	$31,062.84
Agric/Wts&Meas Inspector III	$33.65	$17.04	$50.69	202	$10,239.38
Associate Agic/Wts&Meas Inspector	$20.12	$3.68	$23.80	484	$11,519.20
Agricultural Inspector Aid	$13.16	$2.41	$15.57	80	$1,245.60
Weed Hazard & Pest Abatement Worker	$21.22	$10.74	$31.96	394	$12,592.24
Agricultural Chemical Sprayer	$27.02	$13.68	$40.70	56	$2,279.20
Deputy	$45.68	$23.13	$68.81	87	$5,986.47
			Total Est. Hours to be Worked:	2,299	
				Personnel Cost:	$87,698.46
				Overhead (not to exceed 25%):	$21,924.62
				Total Personnel Cost:	$109,623.08
				Supply Costs:	$0.00
Total Est. Miles:	3000	Amount Per Mile:	0.485	Mileage Cost:	$1,455.00
				TOTAL CONTRACT REQUEST:	$111,078.08

Agreement No. 07-0927
Exhibit B
Attachment 1
Page 1 of 1

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. 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 shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. **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 State 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.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Right To Terminate**

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.