

The logo features a yellow outline of the state of California. Inside the outline is a blue circular emblem with a sunburst design. The sunburst has a central circle containing a stylized plant or flower, with rays extending outwards. The text "MEMORANDUMS OF UNDERSTANDING" is centered over the emblem in a bold, black, sans-serif font.

**MEMORANDUMS  
OF  
UNDERSTANDING**

Compiled by:

California Agricultural Commissioners and  
Sealers Association (*Updated: April 2018*)

## AGREEMENT FOR ATTAINING MUTUAL OBJECTIVES (7/31/12)

between

California Agricultural Commissioners and Sealers Association (CACASA)  
California Department of Food and Agriculture (CDFA)  
California Department of Pesticide Regulation (CDPR)

CACASA, CDFA, and CDPR have mutual objectives to protect human health, food systems, and the environment while promoting agriculture, business and equity in the marketplace.

### COMMUNICATION

Communication is essential to effective and efficient cooperation between CACASA, CDFA, and CDPR. To be of value, information must reach the appropriate agency as promptly as possible.

#### 1. Prepared News Releases

- (a) The mutual goal is to provide for timely reviews of news releases that impact each state and county agency's programs.
- (b) CDFA and CDPR news releases that may impact a specific county will first be reviewed with the county official. Consideration should be given to whether the county may receive media inquiries. Note: Some news releases may be released prior to review due to the circumstances of the release.
- (c) CDFA and CDPR news releases impacting county agricultural commissioners or sealers in general will be reviewed with the CACASA Executive Board prior to release. Note: Some news releases may be released prior to review due to the circumstances of the release.
- (d) CACASA/county news releases impacting CDFA or CDPR will be reviewed with the state officials involved prior to release. Note: Some news releases may be released prior to review due to circumstances of the release.
- (e) Copies of CDFA/CDPR news releases will be sent to all county, state, and federal agencies involved.
- (f) Copies of county news releases will be sent to CDFA and CDPR with recommendations for distribution if appropriate for distribution.
- (g) Participation of all involved agencies and other state departments will be acknowledged in all releases.

#### 2. Websites

- (a) CDFA, CDPR, and CACASA will provide a link to each other agency's site with a brief

description of the agency's responsibility.

- (b) In order to keep websites current and accurate, content will be reviewed and updated as needed, but no less often than every four months.
- (c) When content is changed on one website which may relate to content on other party's sites, these changes will be communicated to the other two partners

3. Newsletters

- (a) Will not be used as the sole means to disseminate state, CACASA, or county policies or procedures.
- (b) Will be distributed to appropriate state and county officials in a timely manner.

4. Correspondence

- (a) Correspondence, emails and text messages requiring a response will be acknowledged as promptly as possible. *"Reply all"* should not be used unless appropriate for the situation or when the party replying has a comment that they feel may be beneficial to others.
- (b) Copies of any official electronic correspondence will be sent to all involved state and county offices.

5. Telephone

- (a) Telephone calls concerning policy, procedure, process, and commitments will be confirmed by letter or email when requested.

6. Personal Contacts

- (a) Official contacts involving CDFA/CDPR and county personnel, or meetings to discuss issues and concerns shall be by appointment. The purpose shall be described in advance in such detail as to achieve maximum value from the official contact or meeting.
- (b) When requested, appropriate personnel shall represent CDFA/CDPR at regional CACASA meetings, notwithstanding mandatory travel and budget restrictions.
- (c) Each CDFA/CDPR representative should report work that has been accomplished during a visit to a county with the commissioner or sealer or appropriate county designee. This report should be in writing if unresolved issues are involved.
- (d) CDFA and CDPR will have an officially designated Liaison to represent the respective agencies with the CACASA Board who will attend all appropriate meetings to represent the Secretary and the Director, notwithstanding mandatory travel and budget restrictions.
- (e) When requested, appropriate personnel shall represent CACASA at CDFA/CDPR meetings, notwithstanding mandatory travel and budget restrictions.

7. Quarterly Meeting

- (a) Should involve appropriate representation from CACASA as determined by the President and appropriate representation from CDFA and CDPR as determined by the Secretary of CDFA and the Director of CDPR respectively.

8. Legislation

- (a) CACASA, CDFA, & CDPR will keep each other informed of their respective legislative

issues.

- (b) The decision to seek a solution to an issue or to modify existing statute, shall be vetted with each party to this agreement in order to avoid or reduce unintended consequences.
- (c) The “position” taken by CACASA, CDFA, or CDPR on any particular legislation shall be made known to each other when not prohibited.

## 9. Enforcement Actions

Whenever CDFA or CDPR staff takes an enforcement action in a county, they shall notify the agricultural commissioner or sealer in that county prior to the enforcement action being taken unless pre-notification is inappropriate given the circumstances. When pre-notification is inappropriate, the county agricultural commissioner shall be notified at the time the action is taken by CDFA or CDPR.

## PUBLIC RELATIONS

The good image of CACASA, CDFA, and CDPR can be maintained by observing the following:

1. New CACASA, CDFA, and CDPR employees should receive training in public relations and effective communication.
2. New CDFA and CDPR employees who work with county officials will receive orientation on duties and functions of such officials.
3. New county employees performing work under a CDFA or CDPR program will receive orientation on duties and functions of CDFA and CDPR.
4. CDFA and CDPR will periodically provide an orientation to new Agricultural Commissioners and Sealers. The orientation will include introduction to each state agency’s vision, mission, goals, structure and appropriate staff.

## MANAGEMENT

CACASA, CDFA, and CDPR recognize that high standards of management practice and conduct must govern performance of all those in the public trust.

### 1. Coordination

- (a) CACASA, CDFA, and CDPR should strive for uniform enforcement procedures.
- (b) Laws, regulations, policies, and procedures will be reviewed on a continuing basis by CACASA, CDFA, and CDPR.
- (c) CACASA, CDFA, and CDPR will each apprise the others of legislation under consideration which will directly or indirectly affect the work of the others.
- (d) To promote better understanding and uniformity among counties, appropriate CDFA/CDPR representatives should personally discuss problem areas concerning programs or activities of mutual interest with commissioners and sealers or their designees. Personal conflicts or problems will be resolved at the lowest possible level.

- (e) Liaisons represent the Secretary and Director and maintain effective, coordinated communication with counties. They shall keep CACASA/CDFA/CDPR informed of issues of mutual concern. They should receive copies of pertinent correspondence between the CDFA/CDPR and regional associations or individual counties.
- (f) Commissioner and sealer participation in association meetings and the uniform application of state laws is essential to attainment of mutual goals and is an obligation that should be considered an ethical requirement. Association meetings where matters of mutual interest are discussed shall have CDFA/CDPR representation.
- (g) CDFA and CDPR personnel will contact the chair of a CACASA regional area group or CACASA committee or the Association's secretary to place items on agendas. Liaisons should be briefed and information on these items should be circulated to commissioners/sealers, CDFA and CDPR as soon as practical prior to each meeting to achieve maximum value from discussions and to have appropriate staff attend the meetings.
- (h) Cooperative projects will be planned sufficiently in advance to permit adequate budget and workload assignments. Contingency plans will be developed for emergencies.
- (i) CDFA and CDPR, when requested, will provide timely assistance to counties in developing necessary budget information based on data maintained by the agency.
- (j) Whenever a CDFA/CDPR employee involved in a program of joint responsibility schedules work in a county, the commissioner or sealer will be notified in advance, except in those occasions where it is not appropriate.
- (k) The spokesperson should be determined ahead of time when state and county personnel are working together.
- (l) If a decision made by a commissioner or sealer involving interpretation of law or regulation is reversed by the CDFA/CDPR, it shall be thoroughly discussed with the commissioner or sealer involved prior to implementation.
- (m) Whenever a CDFA/CDPR/CACASA representative will make a public appearance, the commissioner or sealer in the county of the appearance will be notified in advance, except in those occasions where it is not appropriate.
- (n) If a CDFA/CDPR/CACASA representative contacts an elected official regarding a matter of mutual interest, the other party(ies) shall be notified if appropriate. This does not apply to individual commissioner/sealers representing the interests of their county.
- (o) CDFA/CDPR will invite CACASA representatives to participate in developing new programs and policies that impact County Agricultural Commissioners/Sealers to assure the inclusion of local issues.

## 2. Forms and Reports

- (a) In the interest of uniformity, counties will use state approved forms or report information in a format approved by CDFA or CDPR.
- (b) State supplied forms and reports will be reviewed periodically by CACASA, CDFA, and CDPR.
- (c) Adequate instructions will be provided with each form or report. Changes in the instructions will be agreed upon by CACASA and the agency involved.
- (d) New or revised forms will be reviewed with CACASA area groups and appropriate CACASA committees before adoption and, whenever possible, be put into use only at the beginning of a reporting period.
- (e) Before release, the CDFA/CDPR will review records carefully and will return them to

counties for clarification if obvious inconsistencies or errors are noted.

- (f) Upon request, and within budget constraints, the CDFA/CDPR will assist counties in developing and preparing forms and reports.
- (g) Commissioners and Sealers shall submit monthly reports on time. These reports shall be reviewed and approved by supervisory personnel.
- (h) Within budget constraints, counties will respond to special CDFA/CDPR requests for information in a timely manner.
- (i) Reports submitted by counties will be reviewed by state personnel and apparent errors and questions regarding the reports will be submitted to the counties in a timely manner. Likewise, Counties will submit revised or amended reports in a timely manner.

### 3. Management of Equipment

(a) CDFA and CDPR should:

- (1) Provide information on equipment being used in counties and recommend disposition of equipment that is unnecessary or outmoded.
- (2) Provide equipment recommendations for various functions, including minimum specifications and names of manufacturers.
- (3) Take leadership in testing and evaluating new techniques and equipment, and where practical, involve county personnel.

(b) The counties should:

- (1) Use recommended types of equipment.
- (2) Establish a maintenance and replacement program.

### 4. Manual of Administrative Procedures

(a) Manuals of policies, operating manuals, handbooks, procedural circulars, and administrative procedures will be maintained by the CDFA/CDPR and distributed to each county. Manuals will:

- (1) Define areas of responsibility.
- (2) Be in accord with established policy.
- (3) Standardize procedures, definitions, and equipment.
- (4) Provide interpretations and define lines of communications.
- (5) Define inspection, investigative, hearing, and courtroom conduct.
- (6) Be approved by appropriate CDFA/CDPR officials and other affected agencies.
- (7) Be reviewed as frequently as necessary.
- (8) Be amended promptly utilizing a format for new information to facilitate identifying, dating, and replacing amended pages.

### 5. Manual of Technical Weights and Measures Procedures and Instructions

(a) A complete manual of technical procedures and instructions will be developed and maintained by the CDFA and distributed to all state and county weights and measures officials.

(b) This manual will set forth technical procedures and instructions for:

- (1) Compressed Gases
- (2) Measuring devices
- (3) Weighing devices
- (4) Quantity control of packaged commodities

- (5) Electric measuring devices
- (6) Weighmaster and petroleum products
- (c) Technical procedures will be developed in cooperation with county weights and measures officials.
- (d) It is the responsibility of each weights and measures official to maintain and use this manual.

6. Pesticide Use Enforcement Program Standards Compendium

- (a) The Pesticide Use Enforcement Program Standards Compendium is a series of eight manuals that contain pesticide use enforcement directives, interpretations, recommendations, and expectations. The Compendium represents the Pesticide Use Enforcement Program's "standard operating procedures."
- (b) This manual will set forth technical procedures and instruction for:
  - (1) General Administration of the Pesticide Use Enforcement Program
  - (2) Laws and Regulations
  - (3) Restricted Materials and Permitting
  - (4) Inspection Procedures
  - (5) Investigation Procedures
  - (6) Enforcement Toolbox
  - (7) Hearings Sourcebook
  - (8) Guideline for Interpreting Pesticide Laws, Regulations, and Labeling
- (c) Technical procedures will be developed in cooperation with county pesticide use enforcement staff.
- (d) It is the responsibility of each county's pesticide use enforcement staff to maintain and use this manual.

PROFESSIONAL DEVELOPMENT

Professional Development is recognized as a necessary adjunct to proper performance of cooperative programs. CACASA members, CDFA, and CDPR have a joint obligation to their respective personnel to provide training in knowledge, skills, and attitudes to perform their duties efficiently and effectively. Major emphasis will be on technical and professional training pertaining to cooperative programs as listed in FAC §2282 and the duties specified in the Business and Professions Code.

1. Training Programs

- (a) Will be developed to meet specific needs.
- (b) Will be conducted by adequately trained personnel.
- (c) Will be evaluated to determine if needs have been met.
- (d) Will be coordinated within the CDFA/CDPR to permit appropriate scheduling.
- (e) Will include informal training and program reviews for specific functions at the county level.

2. Scheduling and Participation

- (a) A schedule of proposed formal training will be developed sufficiently in advance to permit necessary budgeting and other planning.

- (b) Training programs shall be scheduled at such locations so as to reduce total travel to a minimum.
  - (c) Personnel completing formal training programs may be issued an appropriate certificate.
  - (d) Review of updated information and instructions in the use of new technology by county personnel is encouraged on an informal ongoing basis.
3. Education and Professional Development
- (a) CACASA, CDFA, and CDPR will cooperatively develop and distribute information and brochures on job opportunities for employment within their respective agencies.
  - (b) State and county personnel are encouraged to participate in educational and in-service training programs to improve their technical, professional, and administrative qualifications.
  - (c) The CDFA/CDPR will review the licensing procedure and examinations periodically as needed to ensure they are kept current and lead to increased professionalism.

## PROGRAM OBJECTIVES AND EFFECTIVENESS MEASURES

CACASA, CDFA, and CDPR recognize the need to establish evaluation techniques to measure the degree to which program objectives are being realized.

1. Program Objectives
- (a) CACASA, CDFA, and CDPR will develop short and long-term objectives for each cooperative program.
  - (b) Program effectiveness measures will be jointly established by CACASA, CDFA, and CDPR unless clearly specified by statute or regulation.
  - (c) Each county's program effectiveness will be reviewed periodically by the CDFA/CDPR and the affected commissioner or sealer. Necessary corrective action will be developed in consultation with the commissioner or sealer.
  - (d) Joint state-county program effectiveness will be reviewed periodically by the CACASA, CDFA, and CDPR. Necessary corrective action will be jointly developed.
2. Performance Standards
- (a) To achieve a high level of county service, performance surveys and evaluations will be conducted for each program using uniform guidelines and standards.
  - (b) In setting quantitative standards consideration will be given to differences in size, population, budget, personnel experience, county inspection frequency plan, and business activities of the various counties.
  - (c) All criteria for performance standards will be mutually reviewed periodically and revised when necessary. Changes in performance standards for each program shall be in writing and distributed to counties.
  - (d) Each county's performance will be evaluated for those functions where standards have been established, but not compared with or to another specific county.
  - (e) Follow-up surveys and evaluations will be conducted to reevaluate a county's performance in substandard areas.

DISTRIBUTION OF THIS DOCUMENT

This document will be distributed to all personnel involved in implementation of this agreement.

ADOPTED August 16, 2012



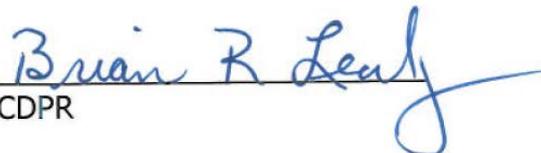
Louie Mendoza, President  
CACASA

9/21/2012  
Date



CDFA

8/13/12  
Date



CDPR

9/19/2012  
Date

## Enforcement Action in the State of California

### COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION IX, THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION, AND THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

The U. S. Environmental Protection Agency, Region IX, Pesticide Office (hereinafter U.S. EPA), The California Environmental Protection Agency, Department of Pesticide Regulation (hereinafter DPR), and The California Agricultural Commissioners and Sealers Association (hereinafter CACASA), in order to ensure a unified and coordinated program of pesticide episode reporting, investigation, and enforcement action in the State of California, hereby enter into this cooperative agreement.

#### I. DEFINITIONS

- A. "Episode" means any event, which appears to involve a violation of the pesticide use provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (hereinafter FIFRA), or potential or actual illness, damage, harm, loss, or contamination where there is a reasonable possibility that the event could have resulted from the use or presence of a pesticide.
- B. "Priority Investigation" means the investigation of an episode that appears to meet one or more of the effects criteria listed in Appendix A of this agreement.

#### II. LEGAL AUTHORITY

- A. U.S. EPA is responsible for administering and enforcing FIFRA, as amended (7 U. S. C. Section 136 et seq.)

FIFRA section 26 specifies that for the purposes of this Act, a State shall have primary enforcement responsibility for pesticide use violations (primacy) when the State has adopted and is implementing adequate use regulations or has entered into a cooperative agreement with U.S. EPA specific to pesticide enforcement.

FIFRA section 27 addresses failure of a State to assume enforcement of State pesticide regulations and authorizes U.S. EPA to override or rescind a grant of primacy in certain situations.

Appendix B, the Section 26/27 Final Interpretive Rule (published in the Federal Register on January 5, 1983), clarifies U. S. EPA's interpretation of FIFRA section 26 and FIFRA section 27 regarding procedures for issuing,

overseeing, and rescinding a State's primacy over pesticide use violations. The rule outlines under what conditions U. S. EPA may act upon pesticide use complaints.

FIFLA section 12(a)(2)(G) sets forth as an unlawful act the use of any federally registered pesticide in a manner inconsistent with its labeling.

FIFRA section 9(c)(3) and FIFRA section 14 provide for written warnings, and for civil and criminal penalties for violations of FIFRA provisions.

FIFRA section 23(a)(1) empowers the Administrator of U.S. EPA to "enter into cooperative agreements with States... to cooperate in the enforcement of this Act." The authority to enter into such agreements has been delegated to the Regional Administrators of U.S. EPA.

DPR and County Agricultural Commissioners (hereinafter CACs), are responsible for administering and enforcing the provisions of Division 6 and Division 7, of the California Food and Agricultural Code (hereinafter FAC) (FAC section 1 et seq.).

FAC section 12973 provides that "the use of any pesticide shall not conflict with labeling... which is delivered with the pesticide."

FAC section 12931 provides the Director of DPR shall make such investigations as are necessary for the full enforcement of Division 7, Chapter 2.

FAC section 11737 empowers the CACs to determine whether any person is operating any equipment or facility in violation of Division 7 of the FAC.

FAC section 482 empowers the Director of DPR to enter into cooperative agreements with CACASA for the purpose of enforcing Divisions 6 and 7.

Business and Professions Code (hereinafter B&P Code) sections 8616, 8616.4, and 8616.5 designates DPR and CACs as the lead in the investigation of the structural use of pesticides.

Health and Safety Code (hereinafter H&S Code) section 105200 authorizes the CAC to be involved in the investigation of illnesses suspected of being caused by pesticides.

### III. COORDINATION

- A. Each party in this agreement will designate an individual whose function shall be to coordinate the activities set forth in this cooperative agreement.

B. Any party to this agreement may request a meeting for purposes of consulting by contacting the other parties to the agreement.

IV. EPISODE REFERRAL

U.S. EPA, DPR, and CACASA, by signing this document, each agree to promptly report, as outlined below, all episodes meeting or appearing to meet one or more of the priority investigation effects criteria listed in Appendix A (attached).

<u>Identifying Party</u>	<u>Will Notify</u>
U.S. EPA	DPR who will notify CAC
DPR	CAC and U.S. EPA
CAC	DPR who will notify U.S. EPA

V. INVESTIGATIONS

A. The party normally responsible for the investigation of an episode shall be the CAC where the event occurred. For episodes that involve more than one county, or where it is not appropriate for the CAC of occurrence to investigate, DPR will designate the agency that will conduct the investigation.

B. DPR will advise the CAC in the investigation upon request from the CAC. DPR may elect to become involved and/or take the lead role in an investigation after consulting with the CAC.

C. The U.S. EPA will assist, advise, or conduct investigations or inspections only after consulting with DPR and the involved CAC.

D. Priority investigations, will commence immediately, whenever possible, but in no event will the investigation commence later than three working days from the referral to the CAC.

E. The U.S. EPA may participate in at least one priority investigation per year in cooperation with DPR and CAC.

VI. INVESTIGATION REPORTS

A. The CAC conducting the field investigation will keep DPR apprised of the major developments in all priority investigations. DPR will, in turn, keep U.S. EPA apprised of the major developments in all priority investigations.

B. The reports and summaries, and any enforcement action resulting from any priority investigations, will be promptly filed with DPR, and the U.S.

EPA upon conclusion of the investigation. The investigative reports will contain all available evidence to support state and federal enforcement action when violations are indicated.

- C. DPR will provide the U.S. EPA with a summary report for each episode that resulted in a priority investigation. The manner in which the DPR will track and report on priority investigations is outlined in Section VIII - Implementation Plan.

## VII. ENFORCEMENT

- A. Nothing in this agreement will preclude DPR and/or the CAC from undertaking any enforcement action with respect to any act that constitutes a violation of State law. Nothing in this agreement will preclude the U.S. EPA from undertaking any enforcement action with respect to any act that constitutes a violation of FIFRA
- B. The U.S. EPA will discuss with DPR and the CAC involved the appropriateness of initiating federal enforcement action against pesticide users alleged to be in violation of FIFRA section 12(a)(2)(G). Any enforcement action that may be taken by the U.S. EPA will conform to the guidance of the Final Interpretive Rule pertaining to State primacy for use enforcement responsibility.

## VIII. IMPLEMENTATION PLAN

- A. When DPR learns of an episode that appears to meet one or more of the priority investigation effects criteria, it will complete the Pesticide Episode Notification Record (Appendix C) and send it to the U.S. EPA, the CAC, and other agencies as appropriate as soon as possible.
- B. Within 15 days of receipt of the Pesticide Episode Notification Record, DPR will prepare an updated report of the CAC's preliminary findings and forward it to U S. EPA. This report should include an update of the initial information reported, the CAC's projected completion date of the investigation, any suspected violations that contributed to the episode, and any contemplated enforcement action.
- C. U. S. EPA will notify DPR of episodes for which additional status updates are desired. DPR, in cooperation with the CACs, will provide either oral or written updates of the investigation findings, suspected violations, and contemplated enforcement actions, including penalty amounts under consideration. The frequency of the additional updates will be mutually agreed upon by U. S. EPA, DPR, and CAC on a case-by-case basis and will depend, in part, upon how the investigation is proceeding.
- D. The CAC shall submit the completed investigation report; including all

supporting documents, to DPR within 45 days of completion of the investigation. DPR will provide a final Pesticide Episode Investigation Report summarizing the CAC's findings and enforcement action to the U.S. EPA within 30 days of receipt of the completed investigation. The report form may be submitted indicating pending enforcement action.

IX. DISPUTE AND CONFLICT RESOLUTION

It is the desire of all parties to establish a speedy, efficient, and informal method for the resolution of conflicts. In the event of a disagreement about the interpretation or implementation of any section of this agreement, that cannot be resolved informally, a joint meeting of the Manager of the Pesticides Office of U.S. EPA Region 9, the DPR Enforcement Branch Chief and the CAC involved, will be convened to resolve the conflict. If the conflict is not resolved at this level, the issue will be elevated to the next level of management at U.S. EPA and DPR.

X. TERMS

This cooperative agreement, when accepted by all parties, will be valid until modified or terminated. This cooperative agreement may be modified, at any time, by the mutual written consent of all parties, or terminated by any party upon a 30-day advance written notice to the other parties. Any party may initiate a review of the agreement, for the purpose of modification, at any time,

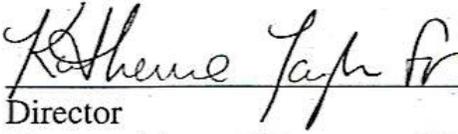
XI. PROGRAM EVALUATION

The U.S. EPA and DPR will review Pesticide Episode Notification Records, 15-day Reports, Final Pesticide Investigation Reports and other available summary information periodically through the year. The focus of this evaluation will be on investigative techniques and resultant enforcement action to assure U.S. EPA that the State is meeting the requirements of Section 26 of FIRFA. The U. S. EPA may request a copy of the complete investigation and/or inspection file for any episode. U. S. EPA may also review DPR county oversight activities when appropriate.

XII. REVIEW

Annually, DPR will initiate a meeting of U.S. EPA, DPR, and CACASA to review the performance of all parties to the agreement and discuss issues pertaining to the agreement and any desired modifications.

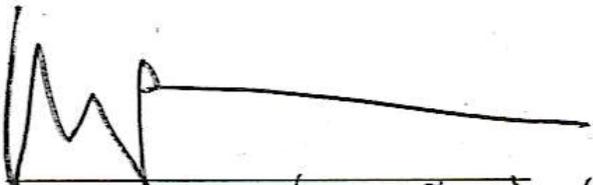
FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: 04/12/05 Approved:   
Director  
Communities and Ecosystems Division

FOR THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

Date: 04/25/05 Approved:   
Director

FOR THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

Date: April 22, 2005 Approved:   
President Mark P. Quisenberry

## **Appendix A**

### **PRIORITY INVESTIGATION EFFECTS CRITERIA**

**HUMAN EFFECTS** Death, serious injury or illness (any injury or illness requiring hospital admission as ‘inpatient status”) or any single injury or illness episode involving five or more persons. Investigations of suicides and suicide attempts shall follow procedures outlined in the DPR Investigation Procedures Manual.

#### **ENVIRONMENTAL EFFECTS**

**Water** Contamination of drinking water supply affecting 10 or more households.

**Air** Contamination of air resulting in issuance of a recommendation by a representative of a legally authorized agency to evacuate five or more persons.

**Land** Contamination of land or soil resulting in one-half (1/2) acre or more not usable for intended purposes for one year or more.

#### **Animals and**

**Wildlife** Any episode with an associated level of mortality, estimated by an appropriate agency or official, that exceeds the following:

Non-target birds - 50

Non-target fish - 500

Listed endangered or threatened species - 1

(to be determined on a case by case basis as described under the SPECIAL INCIDENTS section of this document.)

Domesticated, game, or other non-target animals - 5

**ECONOMIC LOSS** Damage to any property, equipment, or livestock (including bees) that is estimated to represent a \$20,000 loss, or 20% crop yield loss (whichever is appropriate).

#### **SPECIAL INCIDENTS**

Episodes occurring within Oregon, Nevada, Arizona, or tribal land that have effects in California that meet priority criteria. Episodes occurring within California that have effects in Oregon, Nevada, Arizona, or tribal land that meet applicable priority criteria. The appropriate agency to investigate these special incidents shall be determined pursuant to Section V, INVESTIGATIONS, paragraph A of this agreement. Investigations of these special incidents shall follow procedures outlined in the DPR Investigation Procedures Manual.

Any pest control equipment accidents that occur while handling pesticides and

result in serious injury or illness, death, environmental effects, or economic loss (not including the involved equipment) exceeding the amounts shown above. Investigation of accidents shall follow procedures outlined in the DPR Investigation Procedures Manual.

Any episode, including those involving endangered species, which through discussion between the three parties of this agreement is determined to be of high priority.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF FISH AND GAME,  
THE DEPARTMENT OF PESTICIDE REGULATION AND  
THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND  
SEALERS ASSOCIATION

Ensure that Pesticides registered in California are used in a manner that protects non-target fish and wildlife resources

BACKGROUND

The Department of Fish and Game (DFG), the Department of Pesticide Regulation (DPR), and the County Agricultural Commissioners (CAC.s) have responsibilities relating to the protection of fish and wildlife resources and the protection of the environment from the potentially adverse effects of pesticides. The three parties believe that the State will benefit by a unified and cooperative program to assure the protection of fish and wildlife and the environment related to the use of pesticides.

The purpose of this Memorandum of Understanding (MOU) between DFG, DPR, and the California Agricultural Commissioners and Sealers Association (CACASA) is to ensure that pesticides registered in California are used in a manner that protects non-target fish and wildlife resources while recognizing the need for pest control.

SCOPE

This MOU is intended to assure that the respective authorities of DFG, DPR, and CACs relative to the protection of fish and wildlife resources from the potential adverse impacts of pesticides will be exercised in a coordinated and cohesive manner designed to eliminate overlap of activities, duplication of effort and inconsistency of action to the benefit of the public, regulated industry. DFG, DPR, and CACs. To that end, this MOU establishes principles of agreement regarding activities of the signatory parties, identifies primary areas of responsibility and authority between the departments, provides methods and mechanisms necessary to assure ongoing coordination of activities relative to such purposes, and outlines a process for the resolution of interagency conflicts. This MOU also describes how the agencies will work cooperatively to achieve the goals of the respective departments.

STATUTORY AUTHORITIES

The DFG is the lead agency for protecting, conserving, and perpetuating fish and wildlife resources in California. The DFG manages all fish, wildlife, and plant resources and the habitats upon which they depend for their ecological values and their use and enjoyment by the public. Sections 1301, 1600, 1700, 1900, and 2701 of the Fish and Game Code (FGC) list specific authorities and policies associated with the management of fish and wildlife resources in California by DFG, including threatened and endangered species of fish, wildlife, and plants. DPR is the lead agency for pesticide regulatory in California. The Food and Agricultural Code (FAC), as amended by the 1991 .Governors Reorganization Plan No 1. charges DPR with the responsibility of regulating pesticides for the protection of public health and the environment. Divisions 6 and 7 of FAC are the statutory authority for regulating the

registration, sale, and use of pesticides.

The Director of DPR is responsible for enforcing Division 6 and specific portions of 7, and the regulations which are issued pursuant to them. FAC Section 11501 states that one of the purposes of Division 6 (Pest Control Operation) and Chapters 1-3.5 of Division 7 (Agricultural Chemicals) is to protect the environment from harmful pesticides by prohibiting, regulating, or controlling their uses. Section 14102 FAC requires that the Director consider the effect of all pesticides upon the environment and take whatever steps are deemed necessary to protect the environment. Section 14103 FAC states that in establishing criteria or regulations relating to environmental injury and protection the Director shall consult with representatives from several agencies, including DFU for fish and wildlife resources.

The local administration of DPR's pesticide regulatory program is the responsibility of the CACs with coordination and training provided by DPR. The CACs enforce pesticide laws and regulations and evaluate permit requests for the use of restricted pesticides. In addition, the CACs monitor and inspect pesticide handling and use operations, investigate suspected pesticide misuse, and take enforcement action against violators.

### PRINCIPLES OF AGREEMENT

The DFG, DPR, and the CACASA agree that the use of certain pesticides may present a hazard to non-target fish and wildlife resources. In order to provide for better protection of fish and wildlife resources, DFG, DPR, and the CACASA mutually agree to:

1. Implement a formal notification system of pesticide incident monitoring to ensure mutual awareness of injuries and deaths on non-target fish and wildlife resources attributable to pesticides and suspected violations of pesticide laws and regulations. Establish formal procedures for coordinating investigations of incidents involving the injury or death of non-target fish and wildlife resources. Coordinate enforcement actions when violations are found. Coordinate any laboratory analyses necessary for the investigation of injuries or deaths of non-target fish and wildlife resources.
2. Promote both technical and policy consultations concerning fish and wildlife, such as the Pesticide Advisory Committee, the Pesticide Registration and Evaluation Committee, the Endangered Species Advisory Group, and meetings, as well as through informal staff exchanges of information. The agencies will provide technical assistance to each other upon request. Share information on pesticide formulations and environmental fate and toxicity of pesticide active ingredients, inert ingredients and breakdown products.
  - A. A procedure will be established under which DPR will notify DFG of applications or registration of new products and notices of proposed and final registration decisions. A procedure will be established under which DPR will provide DFG with access to data and information on file with DPR. Procedures will be established to protect proprietary information.
  - B. A procedure will be established under which DFG will provide DPR with any information they receive or develop on potential adverse effects of pesticides proposed for registration or currently registered pesticides. DPR will review any such information and respond appropriately as outlined in FAC Sections 12825 and 12826, and in CCR Title 3 Sections 6220 and 6221.
3. For purposes of enforcing FGC Section 5650, the USC of an economic poison, as defined,

in FAC Section 12753, will not be considered a substance or material deleterious to fish, plant life, or bird life provided that the pesticide is used in full compliance with the label and any requirements established by the DPR or a CAC in the county where the application occurred.

4. DPR, in consultation with the Pesticide Investigations Unit of DFG, will:
  - A. Identify and regulate the use of economic poisons which may prove deleterious to non-target fish, plant life, or bird life when applied near or into waters of this state
  - B. Identify mitigation measures for pesticide uses which are found to be deleterious to non-target fish and wildlife resources which will be published and distributed to the CACs as best management practices (BMP) or incorporated into regulation; and
  - C. Review any significant losses or detrimental effects to non-target fish and wildlife resources which may still arise from the use of these economic poisons and revise the mitigation program as necessary.
5. Develop an implementation plan to describe in detail procedures to implement specific sections of this MOU.

#### **DISPUTE AND CONFLICT RESOLUTION**

It is the desire of the parties to establish a speedy, efficient, and informal method for the resolution of interagency conflicts. Conflicts between DFG, DFR, and CACs which cannot otherwise be informally resolved will be referred to the Director of DFG, the Director of DPR, and the president of the CACASA.

To assist the parties in resolving conflicts, one staff person will be appointed each by the Director of DFG, the Director of DPR and the president of CACASA representing the interests of the signatories of this MOU.

This MOU shall become effective upon the date of final signature and shall continue in effect until modified by the mutual consent of the parties or until terminated by any party upon a 30-day advance written notice to the other parties.

DEPARTMENT OF FISH AND GAME

Original Signed by Mr. Boyd Gibbons

Mr. Boyd Gibbons, Director

12/21/94

Date

DEPARTMENT OF PESTICIDE REGULATION

Original Signed by Mr. James W Wells

Mr. James W. Wells, Director

12/9/94

Date

CALIFORNIA AGRICULTURAL COMMISSIONERS AND  
SEALERS ASSOCIATION

Original Signed by Mr. Gerald A. Benincasa

Mr. Gerald A. Benincasa, President

1/26/95

Date

## LA CACASA FOR DISBURSEMENT OF RESIDUAL MILL ASSESSMENT FUNDS TO ENHANCE LOCAL PESTICIDE ENFORCEMENT PROGRAMS

### BACKGROUND

The California Department of Pesticide Regulation (DPR) together with the County Agricultural Commissioners (CACs) protect human health and the environment by regulating pesticide sales and use and fostering reduced-risk pest management. To ensure compliance with the nation's toughest pesticide laws, California has the largest and best-trained enforcement organization in the country. Local use enforcement of pesticide laws and regulations is carried out at the local level through the County Agricultural Commissioners. CACs and their staffs have primary responsibility for local enforcement activities. The California Agricultural Commissioners and Sealers Association (CACASA) is the official representative body on behalf of the CACs and sealers (California Food and Agricultural Code [FAC] section 2003).

Funding for local pesticide field enforcement activities comes from four sources: pesticide mill assessment, locally generated fees and penalties, county general fund, and unclaimed gas tax. Mill assessment is a fee levied on the sale of pesticides sold for use in California. Under statute and regulation, DPR collects and distributes mill assessment to the counties as partial reimbursement for their cost of carrying out the pesticide enforcement program.

### SCOPE

The purpose of this Memorandum of Understanding (MOU) between CACASA and the Los Angeles County Agricultural Commissioner (LACAC) is to establish the processes and procedures that shall be followed by the parties to this agreement relative to holding in trust, invoicing for work performed, and distribution and accounting of the CACs' residual mill assessments funds, which are to be used to support county initiatives that will enhance local county pesticide enforcement programs. This MOU is intended to establish the roles and responsibilities with which the respective authorities of CACASA and LACAC shall comply in carrying out the mutually agreed upon objectives associated with expenditures of residual mill assessment funds.

### STATUTORY AND REGULATORY AUTHORITIES

DPR is mandated by California and federal law to protect human health and the environment by regulating pesticide sales and use and by fostering reduced-risk pest management. DPR's strict oversight includes extensive scientific product evaluation and registration as well as statewide licensing and certification of commercial applicators, dealers, and advisers. Field enforcement of regulations governing pesticide use is carried out by the CACs under DPR's supervision.

A significant portion of each county's funding for local pesticide field enforcement activities comes from mill assessment. Mill assessment is a fee levied on the sale of pesticides sold for use in California. Under statute and regulation, DPR collects and distributes mill assessment to the counties as partial reimbursement for their cost of carrying out the pesticide enforcement program.

All persons who are the first to sell DPR-registered pesticide products in California are assessed a mill (\$0.001) fee. This fee is established by statute and the rate is set through regulation. The current mill assessment rate is 21 mills, or \$0.021 per dollar of pesticides sold. Existing law requires DPR to reimburse counties (from the revenue collected from mill assessment) for the cost

incurred in enforcing FAC Division 6 (commencing with section 11401) and FAC Division 7, Chapter 2 (including section 12979, as enacted by Chapter 1200, Statutes of 1989), Chapter 3 (commencing with section 14001), Chapter 3.4 (commencing with section 14090), Chapter 3.5 (commencing with section 14010), and Chapter 7 (commencing with section 15201). The amount distributed to the counties equals the revenue derived from 7.6 mills of the total mill assessment revenue collected by DPR.

FAC section 12844 requires the Director of DPR and CACs to jointly develop regulations specifying the criteria to be used in allocating the mill assessment funds to the counties. These regulations are established in Title 3 California Code of Regulations (CCR) sections 6391 through 6396.

Title 3 CCR section 6396 (effective February 11, 2006) was established to provide a mechanism for disbursement of mill funds remaining after the application of CCR section 6395, minimum reimbursement (CAC baseline amount). CCR section 6396 provides that any, or all, of the residual funds may be allocated for support of restricted-materials permitting and reporting system activities or any other program element mutually agreed upon by the DPR Director and CACASA. Remaining residual funds not specifically agreed upon may be distributed proportionately to each county pursuant to the criteria in CCR section 6393 or be deposited into a trust account for use in funding future projects.

#### PRINCIPLES OF AGREEMENT

LACAC will hold in trust residual mill assessment funds that have been distributed to LACAC by DPR for future disbursement to CAC members of CACASA. As stipulated in the March 30, 2006, letter from CACASA to the Director of DPR (Attachment A) and as amended by the May 24, 2006, letter of proposed changes from CACASA to DPR (Attachment B) and the May 25, 2006, letter of acceptance from DPR to CACASA (Attachment C), CACASA will, in regard to the residual 2005 mill assessment funds, designate project-manager counties (PMCs) to collaborate with DPR to secure mutually beneficial program enhancements that will result in improved pesticide use enforcement programs. Thereafter, in regard to residual mill funds for each year following 2005, project proposals, evaluations of proposals, disbursement approvals, and directives for disbursement will be in accordance with the Protocol for Residual Mill-Funded Activities to Enhance County Pesticide Enforcement Programs approved and adopted by CACASA (Attachment D).

In accordance with CCR section 6396, the CACASA President will annually send a letter to the DPR Director requesting acceptance of proposed county projects and initiatives to be supported by the residual mill funds. Residual mill assessment funds dedicated to these county projects and initiatives will be held in trust by LACAC for future disbursement as directed by the mutual agreement of the designated PMC, CACASA President, and DPR Director. The appointed CAC for the designated PMC, the CACASA President, and the DPR Enforcement Branch Chief will be authorized to request disbursement.

A formal letter of authorization to disburse funds from the trust account will be sent from the CACASA President to the Los Angeles County Agricultural Commissioner, bearing each of the appropriate authorized signatures of the appointed CAC for the designated PMC, the DPR Enforcement Branch Chief, and the CACASA President. Receipt of such letter by the LACAC will be required to issue a warrant for payment from the related trust account.

LACAC agrees to:

1. Hold in trust the designated residual mill fund money and administer payments from the trust account for use as specified in this agreement and in Attachments A, B, C and D.
2. Follow acceptable administrative and accounting practices.
3. Provide a quarterly accounting report to CACASA and DPR of all expenditures from the trust account.
4. Immediately inform the CACASA President whenever there exists a discrepancy in the trust fund balance.

CACASA agrees to:

1. Coordinate with DPR and PMCs to monitor and evaluate county project implementation, ongoing project status, and associated funding requests for the annually agreed upon projects and initiatives between DPR and CACASA.
2. Provide LACAC with timely notification of authorization for residual mill fund disbursement and appropriate documentation of approval and directives for such disbursements in accordance with this agreement and Attachments A, B, C, and D.

#### INDEMNIFICATION

To the extent allowable by law, each party to this MOU hereby agrees to hold harmless each and one another and the respective agencies, officers, agents and employees of each from any liability imposed for injury or damage to property caused by any act or omission arising out of the performance of this MOU by any party, but only in proportion to, and to the extent that, such liability arises as a result of the negligence or willful misconduct of the party, its agencies, officers, agents, and/or employees or anyone acting under the party's direction or control or on the respective party's own behalf.

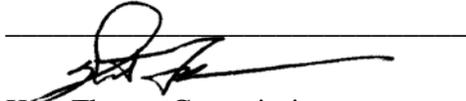
#### INSURANCE

Both parties shall maintain proof of an adequate insurance policy and/or self-insurance through the term of the MOU.

This MOU shall become effective upon the date of final signature and shall continue in effect until modified by the mutual written consent of the parties or until terminated by any party upon a thirty-day advance written notice to the other party.

SIGNATORIES

Los Angeles County Agricultural Commissioner

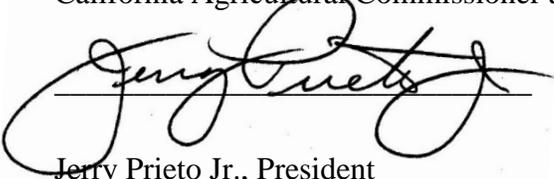


Kurt Floren, Commissioner

June 7, 2006

Date

California Agricultural Commissioner and Sealers Association



Jerry Prieto Jr., President

June 7, 2006

Date

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Contact CACASA's Executive Secretary for Attachments A - C

**California Code of Regulations Section 6396  
Protocol for Residual Mill-Funded Activities to  
Enhance County Pesticide Enforcement Programs**

California Code of Regulations (CCR) section 6396 (effective February 11, 2006) was established to provide a mechanism for disbursement of the mill funds remaining after the application of CCR section 6395, minimum reimbursement (county agricultural commissioner baseline amount). CCR section 6396 provides that any, or all, of the residual funds may be allocated for support of restricted-materials permitting and reporting system activities, or any other program element mutually agreed upon by the Director of the Department of Pesticide Regulation (DPR) and the California Agricultural Commissioners and Sealers Association (CACASA). Remaining residual funds not specifically agreed upon may be distributed proportionately to each county pursuant to the criteria in CCR section 6393 or deposited into a county trust account, as designated by CACASA, for county projects and initiatives. The following protocol outlines the time lines for facilitating commissioner proposals for residual-funded activities.

1. April

Mill disbursement to the counties is made including residual funds.

2. CACASA Spring Conference (May)

DPR and CACASA will discuss and consider joint program priorities for funding projects to begin the following July. These areas have been generally identified and include, but are not limited to:

- a. Staffing to augment local enforcement programs in a county.
- b. Pesticide safety training for applicators and outreach for the general public.
- c. Staffing to support multiple counties.
- d. Specific project proposals by individual counties.

CACs will receive instructions for the development of project proposals from the Pesticide Regulatory Affairs Committee (PRAC) Chair. All proposals should be forwarded to the PRAC Chair. All projects shall be submitted no later than two weeks prior to the fall interim meeting. The Chair will forward proposals to PRAC's mill subcommittee for review and consideration for funding. DPR and designated project counties will report on ongoing projects.

3. CACASA Interim Meeting (August)

PRAC's mill subcommittee will discuss:

- a. Project proposals received for the following year, and will begin review and prioritization for recommendation at the Winter Conference.
- b. Project-manager counties will report on the programmatic and fiscal status of residual-fund projects.

4. CACASA Winter Conference (November)  
Topics of discussion will be:
  - a. The PRAC's mill subcommittee recommendations for approval of projects by CACASA Board of Directors.
  - b. Preliminary report on residual mill fund estimate for the current year issued by DPR.
5. January 1  
The CACASA President will send a letter to the DPR Director recommending approval of projects to begin the following July. The letter must indicate the project scope, funding amount, and county for disbursement.
6. February 1  
The DPR Director will send a response letter to the CACASA President on agreed-upon recommendations for the remaining residual-funded projects to begin July.
7. CACASA Interim Meeting (February)
  - a. Project-manager counties will report on the programmatic and fiscal status of ongoing projects.
  - b. A decision regarding the April 1 disbursement of residual funds will be made.
  - c. DPR will provide an update on the availability of residual mill funds for projects beginning in July of the following year.
8. March 1  
The CACASA President will send a letter to the DPR Director recommending actions for the April 1 disbursement of residual funds.
9. March 15  
The DPR Director will send a response letter to the CACASA President on agreed-upon recommendations for the disbursement of residual funds.
10. April 1  
Mill and residual funds will be disbursed to the counties.
11. REPEAT PROCESS.

# **MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE UNITED STATES POSTAL SERVICE**

**AND**

**THE UNITED STATES DEPARTMENT OF AGRICULTURE,  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE**

**AND**

**THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

**AND**

**THE CALIFORNIA AGRICULTURAL COMMISSIONERS  
AND SEALERS ASSOCIATION**

## **I. INTRODUCTION**

### **A. PARTIES**

The parties to this Agreement are the United States Postal Service (USPS) and the United States Postal Inspection Service, (collectively the United States Postal Service), the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS), the California Department of Food and Agriculture (CDFA), and the California Agricultural Commissioners and Sealers Association (CACASA).

### **B. RECOGNITION OF NEED**

Accidental and intentional introduction of exotic and invasive pests pose a threat to California's environment and food production. Invasive species can decrease food production by affecting quality and yield, increase production costs by requiring more pesticide use, and are a threat to biological diversity. The risk of pests entering California poses a risk to the nation's food supply, and threatens sensitive ecosystems.

Plants and other agricultural items are commonly transported in parcels using the United States Postal Service.

## **C. AUTHORITY**

### **1. Federal and State Regulations**

The Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture (USDA) is responsible for preventing the introduction into, and the dissemination within the United States of plant pests. The Plant Protection Act, 7 U.S.C. §§ 7701-7786 (Public Law 106-580), the Terminal Inspection Act (7 U.S.C. § 7660), 39 U.S.C. § 3014, Nonmailable plants and 39 U.S.C. § 3015, Nonmailable plant pests and injurious animals, make it unlawful for anyone to mail a package through the USPS containing plants, plant products or plant pests unless the mailing conforms to APHIS regulations on the movement of such articles. The APHIS regulations governing movement of plant, plant products and plant pests are administered by the Plant Protection and Quarantine (PPQ) Programs of APHIS. Individual states may also impose restrictions consistent with federal restrictions. The California quarantine regulations (the California Code of Regulations and Food and Agriculture Codes) are administered by the California Department of Food and Agriculture (CDFA) and enforced by both CDFA and County Agricultural Commissioners and Sealers Association (CACASA).

## **II. PURPOSE**

This Memorandum of Understanding (“Memorandum”) among the parties is entered into in order to implement an inspection and interdiction program in California, to be known as the California Mail Interdiction Program, and to establish guidelines by which the program will operate.

## **III. RESPONSIBILITIES AND SCOPE OF WORK**

### **A. GENERAL**

The parties agree to implement a program for the interdiction of U.S. Mail destined for delivery in the State of California which may contain plants, plant products or plant pests (hereinafter referred to as plant material), subject to Federal and State quarantine laws and agricultural pests of concern. The interdiction program will be conducted in addition to the terminal inspections currently performed by State or county agriculture inspectors.

### **1. USPS Roles and Responsibilities**

The USPS will provide designated USDA/CDFA/CACASA employees access to all USPS facilities involved in the program. A list of approved facilities where California Mail Interdiction Program activities may be conducted by eligible dog teams is attached as Attachment A - Approved Locations. Facilities involved in the program may be added to or removed from the program during the period this Memorandum is in effect when agreed upon by all parties to this Memorandum. Based upon availability, USPS will provide office space for the detention and screening of parcels and parking at these facilities. Screening of mail by USDA/CDFA/CACASA employees will be restricted to those mail processing areas designated by the USPS. USPS will allow USDA/CDFA/CACASA staff to conduct package screening based on criteria

outlined in Section B(2), California Mail Interdiction Program-Parcel Screening. Designated Postal employees may be present during the screening process.

## **2. CACASA Roles and Responsibilities**

CACASA staff will be designated as unpaid employees and cooperators of APHIS and will be trained by APHIS to screen parcels that may contain prohibited plant material. The packages selected by USDA/CDFR/CACASA employees will be subjected to detection canines trained to alert to plant material. USDA/CDFR/CACASA employees will open, examine, and handle parcels only in accordance with the terms and conditions outlined in Section B, California Mail Interdiction Program.

## **3. CDFR Roles and Responsibilities**

CDFR staff will provide program oversight and guidance to qualified dog teams at designated USPS facilities. Qualification of each team operating in the program will be based on:

- (a) The ability of the team to correctly identify unmarked parcels containing agricultural product with at least 90% accuracy.
- (b) The team having successfully completed at least one Agricultural Canine Team Certification conducted by the USDA/NDDTC.

Program results will be analyzed on a quarterly, semiannual and annual basis to evaluate program effectiveness. Results of USPS inspection activities will be shared with APHIS. CDFR will provide USPS information for parcels found to be in violation of the Terminal Inspection Act, 7 U.S.C. § 7760 on a quarterly basis.

## **4. APHIS Roles and Responsibilities**

APHIS staff will provide technical assistance and training to screen parcels that may contain prohibited material to designated USDA/CDFR/CACASA employees as needed. APHIS will provide designation as unpaid employees and cooperators of USDA to qualified CACASA staff. APHIS will be provided results of USPS inspection activities.

# **B. CALIFORNIA MAIL INTERDICTION PROGRAM**

## **1. USPS Rules and Regulations**

USPS rules and regulations governing the inspection of mail and mailing requirements for perishable goods, including plants and animals, are published in Publication 14, *Prohibitions and Restrictions on Mailing Animals, Plants and Related Matter*, August 2014.

## **2. General Inspection and Screening of Parcels**

Parcels clearly identified as containing plant material will be segregated by USPS employees and placed in designated areas for agriculture inspection pursuant to the provisions of the Terminal Inspection Act, 7 U.S.C. § 7760, based on the following criteria:

- (a) Markings on the outside of the parcel that indicate the contents are plants or plant products;
- (b) Observing plant material contents not concealed from view by their original undamaged wrappings, i.e., contents which can be seen through the wrapping;
- (c) Leakage, odor, or other visual evidence which indicate the contents are plants or plant products.

## **3. Permissible Detention of Parcels**

- (a) Parcels identified as containing plant material will be detained for agriculture inspections until the last dispatch time that will allow it to meet its service standard. Parcels that have not been inspected within this detention period will be dispatched for delivery by the USPS. A Postal Service manager or designee will ensure USDA/CDFFA/CACASA personnel have current and updated information with respect to dispatch times.
- (b) Parcels inspected by USDA/CDFFA/CACASA personnel that are determined not to contain plant material which is not subject to quarantine will be returned immediately to the mail processing operation to facilitate transportation to the next available dispatch.

## **4. Opening of Parcels**

Parcels that are set aside for agriculture inspection may be opened under the following circumstances:

- (a) Standard B mail parcels may be opened without a Federal Search Warrant or the consent of the sender or addressee.
- (b) First Class, Priority Mail Express, and Priority Mail parcels may only be opened with the consent of the sender or the addressee, or incident to the issuance and execution of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure. Consent to open by the sender or addressee may be obtained by:
  - (1) Telephonic authorization. Such oral authorization shall be documented on an agreed upon format which contains, at a minimum, the individual granting permission; the date and time; and the USDA/CDFFA/CACASA employee.

- (2) A written statement provided by the sender or addressee.
- (3) A stamp, endorsement, or other marking on the parcel that expressly authorizes its opening for inspection (e.g., "Open for Inspection"). Any correspondence found therein may not be read unless specifically authorized by the Federal Search Warrant or expressly permitted by the consent of the sender or addressee.

## **5. Detention of Parcels**

- (a) Parcels inspected by agriculture inspectors that are reasonably suspected of containing plant material subject to quarantine may be detained for an additional period of time reasonably necessary to resolve the quarantine issue. Generally, this period will be no longer than twenty-four (24) hours to allow agriculture inspectors time to obtain consent to open and inspect the mail or to obtain and execute a Federal Search Warrant, and to conduct an analysis of the contents.
- (b) When an agriculture inspector finds prohibited plant material, the prohibited material must be confiscated and destroyed. The parcel will be forwarded to the addressee with a copy of the Notice of Rejection letter. A Notice of Rejection or Violation will be sent to the sender of the parcel. Copies of the letters will be provided to the Postal supervisor in charge of the operation.

## **6. Parcel Screening/Interdiction**

- (a) USDA/CDFR/CACASA employees will be given access to approved mail processing operations for the sole purpose of conducting a physical inspection of parcels. Based upon the established profile criteria outlined in 6(b) below, mail suspected of containing plant material may be subjected to a certified detection canine trained to identify plant material contents. If the canine alerts to a Standard B mail parcel, or any parcel marked with an "Open for Inspection" endorsement, the article may be opened and its contents inspected in accordance with the procedures prescribed by 4(a) and 4(b)(3) above. All other parcel mail (i.e., First Class, Priority Mail Express, and Priority Mail) identified by the detection canine as containing plant material may be detained by the procedures prescribed by 4(b) above for the purpose of obtaining consent or a Federal Search Warrant. The time limits for detaining a parcel for the purpose of obtaining a Federal Search Warrant are contained in Section 7, below.
- (b) USDA/CDFR/CACASA employees will identify parcels reasonably suspected of containing plant materials by applying several profile criteria. These criteria include, but are not limited to, the following:
  - (1) Areas designated by USDA/CDFR/CACASA as high risk for the mailing, delivery, or importation of plant materials, subject to quarantine inspection.

(2) Physical characteristics such as weight distribution of contents, smell or other physical factors indicative of plant material contents.

(3) Markings indicating the contents may be plant material such as “perishable” or “rush.”

## **7. Federal Search Warrant Procedures**

(a) USDA/CDFCA/CACASA employees will first attempt to contact the sender or addressee of any parcel described in 4(b) for consent to open the parcel. If the sender or addressee cannot be contacted within a reasonable time, or after being contacted, refuses to consent to the opening and examination of the parcel, a Federal Search Warrant pursuant to Rule 41 of the Federal Rules of Criminal Procedure will be obtained by USDA/CDFCA/CACASA employees. In the event a sender or addressee refuses to give consent for the opening and inspection of the parcel, the contacting USDA/CDFCA/CACASA employee will advise the sender or addressee that the parcel will be seized and a Federal Search Warrant will be sought to search and if applicable, seize the contents.

(b) The subject mail will be detained in the area reserved for agriculture inspection until consent is obtained or the Federal Search Warrant is obtained and executed.

(c) If a Federal Search Warrant is needed, USDA/CDFCA/CACASA employees will prepare an Application and Affidavit for a Federal Search Warrant which includes the description of the parcel and the qualifications of the canine and handler. The Application and Affidavit for a Federal Search Warrant will be presented to an Assistant United States Attorney (AUSA) for review and clearance. After clearance by the AUSA, the USDA/CDFCA/CACASA employee or AUSA, depending upon local U.S. District Court procedures, will present the Application and Affidavit to the U.S. Magistrate-Judge. The Federal Search Warrant will be executed immediately after it is obtained. A copy of the Search Warrant and inventory will be provided to the Postal manager in charge of the facility. A return of the Search Warrant will be made to the issuing U.S. Magistrate-Judge.

(d) If an application is to be made for a Federal Search Warrant, the application through the AUSA will be made within twenty-four hours from the time the mail is detained. If the application cannot be made within this period for reasons outside of the control of the USDA/CDFCA/CACASA agent, i.e., unavailability of a Federal Magistrate, seizure made on a day/time when the United States District Court (USDC) is closed on subsequent days, etc., a Postal Inspector will be notified. Other than instances of this type, it is understood and agreed that U.S. mail for which a Federal Search Warrant is to be sought, cannot be detained for more than forty eight (48) hours.

(e) Contents of inspected parcels found to be in violation of quarantine laws will be disposed of in accordance with the procedures outlined in 5(b). Inspected parcels that do not contain prohibited material or other contraband will be handled in accordance with 3(b).

**8. Controlled Substances/Other Contraband**

Controlled substances or other contraband discovered by USDA/CDFR/CACASA employees during the inspection of contents will be turned over to Postal Inspectors for disposition.

**C. GENERAL PROVISIONS**

**1. Statement of No Financial Obligation**

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value is not authorized under this MOU.

**2. Limitations of Commitment**

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated to APHIS by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms, and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties

**3. Liabilities**

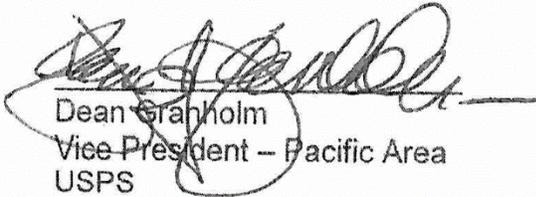
APHIS will hold the CDFR, CACASA and USPS harmless from any liability arising from the negligent act or omission of the APHIS officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the CDFR and CACASA, its employees, agents or subcontractors, and employees or agents of the subcontractor(s). Such relief shall be provided pursuant to the procedures set for in the FTCA and applicable regulations.

This Memorandum may be modified with supplemental written agreements signed by the parties and can be terminated in writing, in whole or in part, by any of the parties. This memorandum will become effective on the date the final signature is affixed hereto and is entered into with the limits of the statutory authority of the parties to the Memorandum. This Agreement may be executed in counter parts and be considered part of the whole Agreement. Signatures in a facsimile are valid as if originally signed. This memorandum may be terminated by any party by serving written notice upon the other parties, in writing, at least 30 days in advance of the date of termination.



\_\_\_\_\_  
Gregory C. Campbell  
Deputy Chief Postal Inspector  
Western Field Operations  
USPS

November 3, 2016  
Date



\_\_\_\_\_  
Dean Grahholm  
Vice President - Pacific Area  
USPS

November 3, 2016  
Date



\_\_\_\_\_  
Kevin Shea  
Administrator  
USDA - APHIS

11/2/17  
Date



\_\_\_\_\_  
Karen Ross  
Secretary - CDFA

11-21-16  
Date



\_\_\_\_\_  
Cathy Fisher  
President - CACASA

11-7-16  
Date

**Attachment A – Approved Locations**  
(Revised April 13, 2016)

The following is a list of locations where eligible dog teams may conduct activities as outlined in the MOU:

**Anaheim P&DC**

5335 E. La Palma Ave.  
Anaheim, CA 92899-9998

**Fresno P&DC**

1900 E Street  
Fresno, CA 93706-2010

**Industry P&DC**

15421 Gale Ave.  
City of Industry, CA 91715-9998

**LA P&DC**

7001 S. Central Ave.  
Los Angeles, CA 90001

**Oakland P&DC**

1675 7<sup>th</sup> St.  
Oakland, CA 94615-0002

**Sacramento P&DC**

3775 Industrial Blvd.  
West Sacramento, CA 95799-0199

**San Bernardino P&DC**

1900 W. Redlands Blvd.  
Redlands, CA 92373

**San Francisco P&DC**

1300 Evans Ave.  
San Jose, CA 94124-9973

**San Jose P&DC**

1750 Lundy Ave.  
San Jose, CA 95101-9001

**Santa Clarita P&DC**

28201 Franklin Parkway  
Santa Clarita, CA 91383-9910

**Sellers P&DC**

11251 Rancho Carmel Dr.  
San Diego, CA 92128

## MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture (CDFA)  
California Agricultural Commissioners and Sealers Association (CACASA)

### **State-County Cooperative Nursery Inspection Program**

The CDFA and County Agricultural Commissioners will maintain a uniform level of program commitment and inspection by fulfilling the respective responsibilities as specified in this Memorandum of Understanding.

The CDFA will allocate \$600,000 annually from the Agricultural Funds for disbursement to counties pursuant to nursery inspection contracts. In addition, any unused funds from the prior fiscal year nursery contracts will be added to the annual allocation for disbursement to counties.

Should available funding in the Agricultural Fund change significantly, CACASA and CDFA will review the existing standards and priorities contained within the Nursery Inspection Procedures Manual for appropriate modification.

### **RESPONSIBILITIES**

**The California Department of Food and Agriculture, pursuant to its statutory authority, shall:**

1. Manage and maintain a current nursery licensing system, which shall include the current list of nurseries authorized to use a Nursery Stock Certificate.
2. Coordinate and supervise a uniform nursery inspection program.
3. Issue procedural guidelines for proper nursery inspection.
4. Assist with the training of county inspection personnel.
5. Publish lists of pests classified as to their importance.
6. As new information becomes available, develop improved methods for the control of nursery pests.
7. Distribute information on new and/or improved pest control methods and best management practices to nurseries in cooperation with the County Agricultural Commissioners.
8. Locate serious pests which may require eradication and/or quarantine action in cooperation with County Agricultural Commissioners.
9. Develop control and eradication procedures.

10. Develop a standard form for reporting nursery inspections conducted by the County Agricultural Commissioners.

**As a signatory to this MOU, CACASA shall represent the interests of the County Agricultural Commissioners as they:**

1. Perform inspections as may be necessary to assure compliance with the laws, regulations, and contract requirements pertaining to nursery stock.
2. Train properly licensed county inspection personnel to ensure they perform effective nursery inspections.
3. Keep informed as to pest conditions in the nurseries in his/her county.
4. Keep nurseries advised of recommended methods of pest control, best management practices, applicable laws, regulations, and other requirements.
5. When necessary, enforce cleanliness standards in nurseries by abatement procedure in compliance with methods and definitions established by CDFA.
6. Maintain records and report enforcement activities to CDFA.
7. Certify the pest condition of nursery stock when required for sale or shipment.
8. Establish and implement agreements with other County Agricultural Commissioners for the movement of nursery stock within the state.
9. Investigate all complaints and take appropriate enforcement action regarding nursery products offered for sale or sold within the county.
10. Enforce nursery stock licensing requirement for all nursery operations within the county.

This Memorandum of Understanding replaces the Memorandum of Understanding entitled "State-County Nursery Inspection Program", dated June 7, 1995 and the Memorandum of Understanding entitled "Nursery Inspection & Nursery Pest Control Responsibilities", dated July 11, 1975.

Memorandum of Understanding  
State-County Cooperative Nursery Inspection Program  
Page 3 of 3

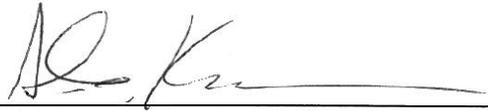
This MOU will be reviewed annually by both signatories. It will be amended only by written mutual agreement of both parties.



\_\_\_\_\_  
Robert Atkins, President  
California Agricultural Commissioners and  
Sealers Association

12-7-10

\_\_\_\_\_  
Date



\_\_\_\_\_  
A.G. Kawamura, Secretary  
California Department of Food and  
Agriculture

12-16-10

\_\_\_\_\_  
Date

FS Agreement No. 16-MU-11052007-091  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS**  
**ASSOCIATION**  
**And The**  
**USDA, FOREST SERVICE**  
**PACIFIC SOUTHWEST REGION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the California Agricultural Commissioners and Sealers Association, hereinafter referred to as "CACASA," and the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the "U.S. Forest Service."

Title: Limit Spread of Invasive Plant Species

**I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to cooperate in an effort to limit the introduction, establishment, and spread of invasive plant species, especially State-listed noxious weeds, throughout California in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The USDA Forest Service manages 20 million acres of land in the State of California for the betterment of all citizens. The members of CACASA are at the forefront of the effort to protect lands in California from the spread of invasive plant species. Jointly the parties will work to improve communication and coordination and foster effective and ongoing management of invasive plant species, especially State-listed noxious weeds, across National Forest System lands and county lands throughout the state.

In consideration of the above premises, the parties agree as follows:

**III. THE CACASA SHALL:**

- A. Encourage the Agricultural Commissioners in counties containing National Forest System lands to meet with the Forest Supervisors responsible for those lands annually to discuss local invasive species issues and opportunities for cooperation in the prevention and control of invasive plants.
- B. Offer its experience and expertise to the USDA Forest Service in Integrated Pest Management (IPM) programs.



- C. Collaborate with the USDA Forest Service to achieve the continuity of implementation of the USDA Forest Service's Noxious Weed Strategy to the extent that control tasks are consistent across the National Forests and employ all elements of IPM.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Support and encourage the timely completion of Forest-wide or Forest-cluster environmental documents to implement an IPM-based approach to invasive plant management.
- B. Continue to improve clarification on how to foster better communication between the partners.
- C. Provide National Environmental Policy Act (NEPA) guidance to assist the CACASA in engaging most effectively in project planning.
- D. Encourage the Forest Supervisors to meet annually with those Agricultural Commissioners whose jurisdictions share boundaries with the National Forest System lands they manage to discuss local invasive plant issues and opportunities for cooperation.
- E. As planned and funded, conduct appropriate environmental analyses and NEPA procedures along right-of-ways traversing National Forest System lands to control the spread of invasive plant species.
- F. Encourage the Forest Supervisors to utilize cooperative Early Detection and Rapid Response Program agreements with the local Agricultural Commissioners.
- G. Encourage the Forest Supervisors and the Agricultural Commissioners to share one page annual reports with the CACASA and FS Regional Office Program Manager Contacts.

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. The parties shall meet regularly to facilitate open communication, share and establish priorities, and resolve concerns.
- B. The CACASA and the Forest Supervisors are encouraged to meet annually to formulate a program of work for invasive plant species control.
- C. The CACASA and the Forest Service Regional Office employees (i.e the Regional Invasive Species Issues Team [RISIT] and the Regional Office Invasive Species Program Managers) shall meet annually to enhance the coordination of invasive plant species control including BAER activities.



- D. The parties shall rotate responsibility for organizing meetings and setting the agenda.
- E. The parties shall ensure continued collaboration and timely information sharing between the National Forests and the counties on all aspects of invasive species control.
- F. Each party shall request the participation of the other where the goals of this MOU can be enhanced.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Sandy Elles, CACASA Executive Director Address: 680 N. Campus Drive, Suite B City, State, Zip: Hanford, CA 93232 Telephone: Email: <a href="mailto:selles@cacasa.org">selles@cacasa.org</a>	Name: : Cathy Fisher, President, CACASA, and, Santa Barbara County Agricultural Commissioner and Sealer Address: 263 Camino del Remedio City, State, Zip: Santa Barbara, CA 93110 Telephone: 805-681-5600 Email: <a href="mailto:cfisher@co.santa-barbara.ca.us">cfisher@co.santa-barbara.ca.us</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Diana Craig, Deputy Director, EM Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-8975 Email: <a href="mailto:dcraig01@fs.fed.us">dcraig01@fs.fed.us</a>	Name: Geraldine (Gerri) C. Bordash Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-8782 Email: <a href="mailto:gbordash@fs.fed.us">gbordash@fs.fed.us</a>

- H. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- I. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CACASA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.



To CACASA, at CACASA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

J. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or CACASA from participating in similar activities with other public or private agencies, organizations, and individuals.

K. ENDORSEMENT. Any of CACASA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CACASA's products or activities.

L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

M. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CACASA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.



- N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- P. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CACASA is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments.

CACASA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. CACASA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- Q. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CACASA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- R. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CACASA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

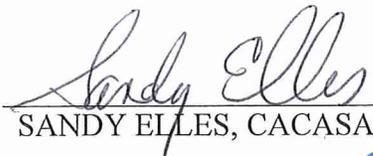
**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

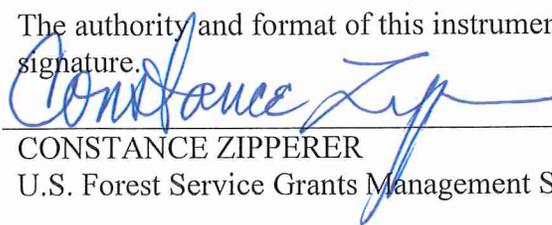
*"This institution is an equal opportunity provider."*



- S. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- T. DEBARMENT AND SUSPENSION. CACASA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CACASA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- U. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- V. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **July 18, 2019** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

  
 SANDY ELLES, CACASA Executive Director 8/22/16  
Date

  
 JOHN EXLINE, Director, EM 8/24/2016  
Date  
 U.S. Forest Service, Pacific Southwest Region

The authority and format of this instrument have been reviewed and approved for signature.  
  
 CONSTANCE ZIPPERER 9 July 2016  
Date  
 U.S. Forest Service Grants Management Specialist



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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 part of an individual's income is derived from any public assistance. (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 USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**MEMORANDUM OF UNDERSTANDING  
FOR THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH  
between the  
U.S. Department of Interior  
National Park Service  
and  
California Agricultural Commissioners and Sealers Association,  
California Association of Resource Conservation Districts,  
California Department of Fish and Game,  
California Department of Food and Agriculture,  
California Department of Transportation,  
USDA Forest Service, Region 5,  
USDI, California Bureau of Land Management**

This Memorandum of Understanding (MOU) is hereby entered into by and between the:

- California Agricultural Commissioners and Sealers Association
- California Association of Resource Conservation Districts
- California Department of Fish and Game
- California Department of Food and Agriculture
- California Department of Transportation
- USDA Forest Service, Region 5
- USDI, California Bureau of Land Management
- USDI, National Park Service

Hereinafter referred to as the parties jointly and CACASA, CARCDs, CDFA, Caltrans, USFS, BLM, and NPS respectively.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

A previous version of this MOU originally commenced in 2005 when representatives of CACASA, CDFA, USFS, BLM, and NPS signed the previous version of this document. The final approval signature (NPS) was dated March 8, 2007. The previous MOU was effective through December 31, 2010, at which time it expired. The partner agencies have made progress in carrying out weed-free programs. The intent of this revised MOU is to continue relevant cooperative efforts toward minimizing the spread of noxious weeds via hay, feed, and straw mulch products. The MOU content below is similar to the original document, but reflects the tasks that have been completed, emphasizes the need to move forward with the next phase of weed-free forage and straw mulch management, and includes Caltrans, CARCD's, and CDFG as additional signatories.

**OBJECTIVES**

1. Identify areas of agreement for agencies to cooperate in conducting a weed-free hay and straw program.
2. Identify the participants in the program.

3. Identify the role of each participant.
4. Improve intergovernmental communication, collaboration, and consistency for the greater public good specifically with regard to preventing weed spread via hay and straw mulch.

## **DEFINITIONS**

1. **Certified:** hay, feed, straw, or straw mulch products that have been inspected according to procedures accepted by the State of California (see below), found not to contain propagative parts of noxious weeds, and issued a Certificate of Quarantine Compliance.
2. **Noxious weed:** any non-native species listed by the Secretary of the California Department of Food and Agriculture in the California Code of Regulations, Title 3, Division 4, Chapter 6, Sub-Chapter 6, Section 4500. These are species that are or are liable to be troublesome, aggressive, intrusive, detrimental or destructive to agriculture, silviculture, or native plant communities, and difficult to control or eradicate.
3. **Propagative Plant Part:** any part of a plant capable of reproducing itself, including seeds, live roots, rhizomes, stolons or any other viable plant part.
4. **Weed-Free Forage:** hay, feed, straw or straw mulch that has been inspected, and certified not to contain propagative plant parts or seeds of noxious weeds.

**The Purpose** of the MOU is to provide a framework for cooperation among the parties. This cooperation serves the mutual interests of the parties and the public.

## **ARTICLE II – AUTHORITY**

Federal Agencies are directed by the Federal Noxious Weed Act of 1973 (7 U.S.C. 2801 et seq.), the Plant Protection Act of 2000 (7 U.S.C. 7701), and the Carson-Foley Act of 1968 (43 USC 1241) to cooperate with State, local and other Federal Agencies in the application and enforcement of all laws and regulations relating to the management and control of noxious weeds. NPS is authorized to enter into this memorandum of understanding by 16 USC 1-3,4. State agencies cooperate with Federal Agencies in a variety of ways in the management of noxious weeds.

## **ARTICLE III – STATEMENT OF WORK**

**STATEMENT OF MUTUAL BENEFITS AND INTERESTS:** It is known that noxious weeds are spread by a variety of means including the movement of assorted hay, feed, straw, and erosion control materials (e.g. straw, straw mulch). Preventing the introduction of noxious weeds is the most efficient and cost-effective method to manage weeds. Since hay and straw may contain weed seeds and other propagative parts, it is reasonable to control the movement of contaminated hay and straw. One method to achieve this goal is for Federal and State Land Management Agencies to require the use of certified weed-free and straw products on public lands.

State and Federal agencies in California have similar interests in preventing the introduction and spread of noxious weeds, as these plants may cause economic damage, deplete water resources, degrade water quality, threaten recreational values, degrade wildlife habitat, increase erosion, crowd out native plants, increase wildfire risk, and are costly to eradicate or control. It is mutually beneficial for these agencies to cooperate in preventive measures to reduce the risk of the introduction and spread of noxious weeds. In consideration of the above premises, the parties agree as follows:

### **BLM SHALL:**

1. Establish agency goals for the management of weed-free forage and straw mulch materials as per BLM policy.
2. Where possible coordinate programs with other agencies to foster better public understanding of the requirements for weed-free forage.
3. Share information with other agencies as needed for the development of environmental documents (e.g. National Environmental Policy Act, California Environmental Quality Act), regulations and rules.
4. Consider, and where appropriate adopt as a minimum inspection process, the certification procedures developed by the California Department of Food and Agriculture.

**CACASA SHALL:**

1. Encourage County Agricultural Commissioners to implement inspection programs to certify products as weed-free according to the following CDFA procedures (as a minimum inspection process):  
4.3.4.6 Inspection of Forage: Growing, Baled, or Other Products for Noxious Weeds  
<http://phpps.cdfa.ca.gov/PE/INTERIOREXCLUSION/CPTMpdf/Section4.pdf> (page 4-39).
2. Encourage County Agricultural Commissioners to provide a list of suppliers of certified weed-free forage and straw mulch to CDFA to be posted on its web site.
3. Perform pre-harvest inspections and certification, at the discretion of the County Agricultural Commissioners, in accordance with the CDFA procedures (as a minimum Inspection process).

**CARCDs SHALL:**

1. Educate the Resource Conservation Districts (RCDs) on the importance of utilizing weed-free materials.
2. Encourage the RCDs to educate their members about weed-free materials.
3. Assist the partners in educating the public and RCDs.
4. Work with the Natural Resources Conservation Service to provide information to field offices.
5. Work to have their offices adopt weed-free policies.

**CDFG SHALL:**

1. Implement measures to use weed-free materials on DFG-managed lands.
2. Accept (as a minimum inspection process) the certification procedures developed by the California Department of Food and Agriculture.

**CDFA SHALL:**

1. Communicate updates to the procedures for certification of weed-free products in compliance with California laws and regulations to County Agricultural Commissioners and MOU partners.
2. Post an online list of producers and vendors of Weed-Free Forage and Straw and annually update the list.

3. Ensure that the most recent California Noxious Weed List is easily available on the internet.

**CALTRANS SHALL:**

1. Accept (as a minimum inspection process) the certification procedures developed by the California Department of Food and Agriculture.
2. When straw mulch products are being specified, where feasible implement measures to use weed-free straw when commercially available in landscaping and erosion control for Caltrans projects.

**NPS SHALL:**

1. Establish agency goals for management of weed-free forage and straw mulch materials as per NPS policy.
2. Where possible coordinate programs with other agencies to foster better public understanding of requirements for weed-free forage.
3. Share information with other agencies for development of environmental documents (e.g. National Environmental Policy Act, California Environmental Quality Act), regulations and rules.
4. Consider, and where appropriate adopt the certification procedures developed by the California Department of Food and Agriculture.

**USFS SHALL:**

1. Establish agency goals for management of weed-free forage and straw mulch materials as per USFS policy.
2. Where possible coordinate programs with other agencies to foster better public understanding of requirements for weed-free forage.
3. Share information with other agencies as needed for development of environmental documents (e.g. National Environmental Policy Act, California Environmental Quality Act), regulations and rules.
4. Accept (as a minimum inspection process) the certification procedures developed by the California Department of Food and Agriculture.

ALL PARTIES SHALL meet at least annually in person or by conference call or webinar to discuss strategies and review progress toward achievement of this MOU's stated objectives.

**ARTICLE IV – TERM OF AGREEMENT**

The instrument is executed as of the date of the last signature and is effective five (5) years from the last signature of this instrument at which time it will expire unless extended by an executed modification, signed and dated by properly authorized, signatory officials pursuant to Article VI that follows.

**ARTICLE V – KEY OFFICIALS**

The principal contacts for this instrument are:

CACASA Project Contact	CARCD Project Contact
------------------------	-----------------------

<p>Mike Boitano  Amador County Agriculture Commissioner  12200B Airport Road  Jackson, CA 95642  209-223-6481  <a href="mailto:MBoitano@co.amador.ca.us">MBoitano@co.amador.ca.us</a></p>	<p>Karen Buhr  Executive Director  801 K St, Suite 1415  Sacramento, CA 95814  916-524-2100  <a href="mailto:Karen-buhr@carcd.org">Karen-buhr@carcd.org</a></p>
<p>CDFG</p>	<p>CDFA Project Contact</p>
<p>Joel Trumbo  Staff Environmental Scientist  Lands Program/Wildlife Branch  California Department of Fish &amp; Game  1812 Ninth Street  Sacramento, CA 95811  (916) 445-8544  <a href="mailto:jtrumbo@dfg.ca.gov">jtrumbo@dfg.ca.gov</a></p>	<p>Amber Morris  Senior Environmental Scientist  Interior Pest Exclusion  CA Dept of Food &amp; Agriculture  1220 N Street, Rm 325  Sacramento, CA 95814  (916) 654-0312  <a href="mailto:Amber.morris@cdfa.ca.gov">Amber.morris@cdfa.ca.gov</a></p>
<p>USFS Project Contact (may change to a Regional Contact)</p>	<p>Caltrans Project Contact</p>
<p>Joanna Clines  Forest Botanist  Sierra National Forest  USDA Forest Service  Pacific Southwest Region  57003 Road 225  North Fork, CA 93643  559-877-2218 x 3150  <a href="mailto:jclines@fs.fed.us">jclines@fs.fed.us</a></p>	<p>Keith Robinson, ASLA  Principal Landscape Architect  Landscape Architecture Program  Division of Design  1120 N Street, MS 28  Sacramento, CA 95814  906-654-6200  <a href="mailto:Keith_robinson@dot.ca.gov">Keith_robinson@dot.ca.gov</a></p>

<p>NPS Project Contact</p>	<p>BLM Project Contact</p>
<p>Bobbi Simpson  California Exotic Plant Management Liaison  1 Bear Valley Road  Point Reyes Station, CA 94956  415-464-5190  <a href="mailto:bobbi_simpson@nps.gov">bobbi_simpson@nps.gov</a></p>	<p>Dianna Brink  Range &amp; Weed Program Lead  California State Office  Bureau of Land Management  2800 Cottage, Room W-1834  Sacramento, CA 95825-1886  916-978-4645  <a href="mailto:dbrink@ca.blm.gov">dbrink@ca.blm.gov</a></p>

**NOTICES** Any communications affecting the operations covered by this agreement given by the MOU projects contacts is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or

fax to all key officials, at the addresses specified above. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

CHANGES IN KEY OFFICIALS If any party to this MOU makes a permanent change in a key official, that party shall give written notice to the other parties reasonably in advance of the proposed change.

#### **ARTICLE VI – MODIFICATION AND TERMINATION**

MODIFICATION Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

TERMINATION Any of the parties may withdraw from the instrument in whole, or in part, at any time before the date of expiration with thirty (30) days advance written notice. In the event that one party provides the other parties with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

#### **ARTICLE VII – STANDARD CLAUSES**

IT IS ALSO MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

NON-LIABILITY The Federal parties agree to cooperate to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this agreement. No party assumes liability for any third party claims for damages arising out of this instrument.

Specifically, prospective projects of activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to : agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any parties' obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

USE OF AGENCY INSIGNIAS In order for cooperators to use agency insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from each individual agency or group. A written request must be submitted to each perspective agency or group's lead communications office.

MEMBERS OF U.S. CONGRESS Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

DEBARMENT AND SUSPENSION Any non-Federal cooperator(s) shall immediately inform all parties if they or any

of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should non-Federal cooperator(s) or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify all parties to this MOU without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

PARTICIPATION IN SIMILAR ACTIVITIES This instrument in no way restricts the parties of this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.

ENDORSEMENT Any cooperator's contributions made under this MOU do not by direct reference or implication convey the endorsement of another cooperator's products or activities.

CIVIL RIGHTS/NON-DISCRIMINATION STATEMENT During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

USFA ACKNOWLEDGEMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA Cooperator(s) shall acknowledge USFS support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL Any publications (online, printed or audiovisual) fabricated by cooperators shall include the following statement, in fill, in any items for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

PUBLIC NOTICES All cooperators are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Copies of all press releases or other public notices should be circulated to all parties of this MOU and shall include the full organization title (e.g. “\_\_\_\_ name of individual \_\_\_\_ of the US National Park Service, Department of Interior”).

FREEDOM OF INFORMATION ACT (FOIA) Any information furnished to Federal Agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

TEXT MESSAGING WHILE DRIVING In accordance with Executive Order (EO) 131513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs

when driving while on official Government business.

**ARTICLE VIII – SIGNATURES**

By signing below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

THE PARTIES HERE-TO have executed this instrument

**LOUIE B. MENDOZA, Jr.**

President  
California Agricultural Commissioners and Sealers Association

**TOM WEHRI**

President  
California Association of Resource Conservation Districts

**CHUCK BONHAM**

Director  
California Department of Fish and Game

**KAREN ROSS**

Secretary  
California Department of Food and Agriculture

**MALCOLM DOUGHERTY**

Director  
California Department of Transportation

**RANDY MOORE**

Regional Forester  
Pacific Southwest Region  
United States Forest Service

**JIM KENNA**

California State Director  
Bureau of Land Management

**CHRIS LEHNERTZ**

Regional Director  
Pacific West Region  
National Park Service





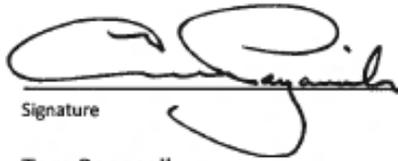
**SIGNATURE PAGE**  
**MEMORANDUM OF UNDERSTANDING**

**NPS AGREEMENT NO. G8530120001**

**FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH**

\_\_\_\_\_

hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

 \_\_\_\_\_  
Signature Date

Tom Pogacnik \_\_\_\_\_  
Printed Name

Bureau of Land Management Deputy State Director for Natural Resources \_\_\_\_\_  
Title

2800 Cottage Way \_\_\_\_\_  
Address

Sacramento, CA 95825 \_\_\_\_\_  
City/State/Zip

916-978-4637 \_\_\_\_\_  
Phone

**Please sign and date this page and return to:**

National Park Service  
California Exotic Plant Management Program  
Attn: Bobbi Simpson  
1 Bear Valley Road  
Point Reyes Station, Ca. 94956

**A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.**

**SIGNATURE PAGE**  
**MEMORANDUM OF UNDERSTANDING**

NPS AGREEMENT NO. G8530120001

FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

\_\_\_\_\_

hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

Thomas Wehri 9/20/12  
Signature Date

Thomas Wehri  
Printed Name

President  
Title

801 K Street, 18th Floor  
Address

Sacramento, CA 95814  
City/State/Zip

(916) 457-7904  
Phone

**Please sign and date this page and return to:**

National Park Service  
California Exotic Plant Management Program  
Attn: Bobbi Simpson  
1 Bear Valley Road  
Point Reyes Station, Ca. 94956

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**SIGNATURE PAGE**  
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**FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH**

\_\_\_\_\_ hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

  
\_\_\_\_\_  
Signature 10/29/12  
Date

CHARLTON H. BONHAM  
\_\_\_\_\_  
Printed Name

Director, CALIFORNIA Department of Fish and Game  
\_\_\_\_\_  
Title

1416 Ninth Street, 12<sup>th</sup> Floor  
\_\_\_\_\_  
Address

Sacramento, CA 95814  
\_\_\_\_\_  
City/State/Zip

(916) 653-4633  
\_\_\_\_\_  
Phone

**Please sign and date this page and return to:**

National Park Service  
California Exotic Plant Management Program  
Attn: Bobbi Simpson  
1 Bear Valley Road  
Point Reyes Station, Ca. 94956

**A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE UNITED STATES DEPARTMENT OF AGRICULTURE  
NATIONAL AGRICULTURAL STATISTICS SERVICE  
AND**

**CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION  
(CACASA)**

**NASS Agreement # 58-3AEU-7-0004M**

The California Agricultural Commissioners and Sealers Association, ("the Cooperator") and the United States Department of Agriculture, National Agricultural Statistics Service ("NASS"), hereinafter jointly referred to as "the Participants", hereby affirm their mutual interest in, and desire to broaden, cooperative exchange of California agricultural statistical information. The Participants recognize that cooperation is a matter of working together toward common goals of mutual interest.

The Participants also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this understanding is to be construed as interfering in any way with the basic responsibilities and authority of either party for independent action.

This Memorandum of Understanding (MOU) defines in general terms the basis for which the Participants will cooperate. Individual projects may be developed between the Participants that outline specific research projects.

**ARTICLE I - PURPOSE**

The purpose of this agreement is to strengthen the cooperation between the Participants in a collaborative effort to collect, analyze, and publish agricultural statistics data. To this end, the Participants agree jointly to explore and coordinate activities of NASS and the Cooperator of mutual interest that will be implemented by mutual understanding and in conformance with the regulations and policies of both Participants. This MOU will promote economy and efficiency of operations, avoid duplication of effort, and minimize response burden.

**ARTICLE II - MUTUAL INTERESTS**

The Participants are currently engaged in and have independent interests in data collection designed to compile statistical data as to the production, processing, and marketing of agricultural products within the State of California. The Participants recognize the mutual benefit to be achieved through cooperative planning and execution of survey activities.

NASS and CACASA, cognizant of their basic authorities and responsibilities, recognize that the goals of the Participants' programs can be most efficiently and economically accomplished by seeking to combine their efforts.

Information collected from individual respondents by the Cooperator and once provided to NASS, are protected from disclosure under the provisions of the following:

- Title 7 United States Code, Section 2276, "Confidentiality of Information."

### **ARTICLE III - SCOPE OF COOPERATION**

To facilitate the cooperative research effort(s) described herein, each Participant intends to assign such members of its staff to specific projects as may be mutually determined, as well as aid in planning and developing projects of mutual interest.

#### **Part 1 – The CACASA**

- a) Upon request, will provide to the NASS California Field Office data collect by the County Agricultural Commissioners and useful to the Federal program.
- b) Upon request, will provide all publicly available data from the pesticide permitting and use reporting systems of the county including names, addresses, and identification (ID) numbers.

#### **Part 2 – The NASS**

- a) Through the NASS California Field Office, will work with CACASA to eliminate, to the extent possible, duplicate requests for crop report information from producers and processors.
- b) Will provide County Agricultural Commissioners with published commodity data, when available through NASS Federal and State cooperator surveys, of value to counties in compiling the county annual crop report when requested in writing by those Commissioners.
- c) Will provide training requested by County Agricultural Commissioners on a regional basis, to further enhance the crop reporting process.

### **ARTICLE IV - GENERAL PROVISIONS**

It is mutually understood and agreed that:

- a) This Memorandum of Understanding is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. The responsibilities assumed by each of the cooperative parties are contingent upon their respective authorizations under Federal or State statutes.
- b) It is of the utmost importance to protect confidential information, including the data itself, as well as the source. In the case of Federally-collected information, counties will abide by U.S Code, Title 7, Section 2276 which (1) prohibits use of voluntary supplied data for any purpose other than the development or reporting of aggregate data, (2) prohibits disclosing information to the public which does not protect the identity of the person supplying the data, (3) specifically states that individual report shall be immune from mandatory disclosure, including the legal process, and (4) shall not be admitted as evidence or for any other purpose in any action, suit, or other judicial or administrative proceeding. For county-collected information, NASS will adhere to the same confidentiality requirements.
- c) Nothing herein or in the performance of the work contemplated hereunder shall be used for the political advancement or advantage of any official or employee of either party to the Memorandum of Understanding.
- d) Both the NASS and the CACASA reserve their respective rights to collect other information than that relating to the joint program of work covered by this agreement, and such data may be obtained from other sources and by any means available.

In all cases of publication, disclosure review must be conducted to NASS to ensure no individual data is divulged.

This MOU does not create any legally binding obligations between the Participants. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Cooperation under this MOU may commence from the date of the last signature and shall continue for five years unless this MOU is earlier terminated or extended in the manner herein described. This MOU may be extended or revised by mutual determination of the Participants in writing. Requests for major changes should be submitted to each Participant not less than 90 calendar days prior to the proposed effective date. A Participant should endeavor to give the other Participant at least 90 calendar days' notice of its intention to end its cooperation under this MOU and the Participants should continue to work together to conclude specific cooperative activities already in progress under the appropriate agreements.

This Agreement shall, for all future individual projects / cooperative undertakings anticipated herein, supersede and replace any and all previous agreements of the same nature between the parties, pursuant to the DURATION clause of previous MOUs the parties mutually consent and agree to the previous MOUs being terminated.

Correspondence and documentation regarding this MOU should cite MOU # 58-3AEU-7-0004M. The Participants hereby designate the following as points of contact for collaboratively administering the activities to be conducted under this MOU:

Hubert Hamer, Administrator  
USDA-NASS

Sandy Elles, Executive Director  
CACASA

1400 Independence Ave SW, Rm 5041-A  
Washington, DC 20250  
Telephone: 202-720-2707

680 N. Campus Drive, Suite B  
Hanford, CA 93230  
Telephone: 707-235-6135

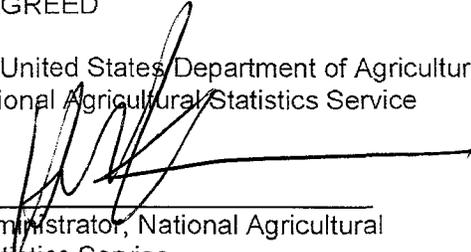
AUTHORIZED DEPARTMENTAL OFFICE

IT IS SO AGREED

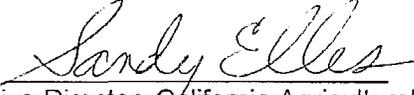
FOR: United States Department of Agriculture  
National Agricultural Statistics Service

FOR: California Agricultural Commissioners and  
Sealers Association

BY:

  
Administrator, National Agricultural  
Statistics Service

BY:

  
Executive Director, California Agricultural  
Commissioners and Sealers Association

DATE:

1/24/17

DATE:

12/20/16

USDA, APHIS Agreement #	18-8506-1606-MU
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	4/2023

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS  
ASSOCIATION (COUNTY)  
AND THE  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (STATE)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
PLANT PROTECTION AND QUARANTINE (PPQ)**

**ARTICLE 1 - PURPOSE**

This MOU provides for cooperative participation between the parties to perform export certification of commodities and to expand the system of issuance of export certificates. For the purpose of this MOU, export certificates are defined as Phytosanitary Certificate, Export Certificate Processed Plant Products, and Phytosanitary Certificate for Re-export. These listed certificates are issued at interior United States points of origin, in particular, to cover containerized and door-to-door shipments intended for export. This MOU enhances the ability of USDA-APHIS-PPQ to provide export certification to customers.

**ARTICLE 2 - BACKGROUND**

Historically, export certification was performed at points of international export by Federal inspectors. A need arose for certification of commodities at interior points of commodity origin. Representatives of USDA-APHIS-PPQ and states developed an MOU that provided for international export certification at interior points of the United States by inspectors from State Departments of Agriculture and federal cooperators.

**ARTICLE 3 - AUTHORITIES**

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

This Memorandum is entered into by virtue of California Food and Agricultural Code (FAC) Section 482, which provides for cooperative agreements; FAC2003 which recognizing the California Agricultural Commissioners and Sealers Association as the official representative

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body on behalf of the County Agricultural Commissioners and Sealers; and, FAC Section 5205 and Title 7, Code of Federal Regulations (CFR), Part 353, *et al*, which provide for the export certification of plants and plant products.

#### **ARTICLE 4 - OBJECTIVES**

This MOU will serve to establish the parties' responsibilities under the cooperative program, and to define in general terms, the basis on which the parties concerned will cooperate.

#### **ARTICLE 5 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually agree to understand that:

a. Overall direction and control of this cooperative program is to be maintained by USDA-APHIS-PPQ. However, personnel of the State and County will remain administratively responsible to the State and County respectively;

b. The State and County shall be responsible for conducting inspection and certification in accordance with the policies, directives and regulations of USDA-APHIS-PPQ and within the scope of the law;

c. The State and County will retain administrative responsibilities for their personnel authorized to participate in the program;

d. The State and County will solely issue export certificates listed in Article 1 of this document for international commerce;

e. That open communication and joint participation in all phytosanitary export activities is essential to the function of the program; and

f. To meet and confer on issues related to the export certification program as needed.

#### **ARTICLE 6 - COUNTY RESPONSIBILITIES**

The County Agrees:

a. To designate a person(s) to be its authorized representative(s) who shall be responsible for collaboratively administering the activities conducted under this MOU.

b. In conducting the Basic Phytosanitary Export Certification Program to/that:

(1) Cooperate with the State and the USDA-APHIS-PPQ in the inspection and certification of commodities for export;

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(2) Ensure that exporting facilities use the Phytosanitary Certification and Issuance Tracking (PCIT) program as much as practical;

(3) Nominate to the State qualified County inspectors to perform inspection and certification work;

(4) Ensure that nominees for designation as inspectors under this MOU meet or exceed the basic requirements as defined in Export Certification regulations, 7CFR 353.6(b);

(5) Submit to the State and USDA, APHIS, PPQ, for review and concurrence, the names and qualifications covering those personnel nominated for designation as inspectors;

(6) County personnel authorized to issue export certificates under this MOU shall participate, without cost to USDA-APHIS-PPQ, in an initial and reaccreditation training program conducted by USDA-APHIS-PPQ; and

(7) When certificates are hand written tally sheets, yellow copies of Federal plant export Certificates, and other required paperwork will be sent to their Export Certification Specialist by the designated due date.

c. In conducting the Phytosanitary Field Inspection of Seed Crops Program to/that:

(1) Use only those agents that meet or exceed the basic requirements as defined in Export Certification regulations, 7CFR 353.6(a);

(2) Provide agents with training and resources in accordance with 7CFR 353.6(a) (2);

(3) Terminate, after notification, an agent's participation in the inspection activities when the agent is identified as not following established procedures for proper recording or reporting of pest organisms found; and

(4) Monitor inspection activities of designated agents during each growing season in cooperation with the State and the USDA-APHIS-PPQ.

d. When connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and

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Expiration Date	4/2023

APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

e. Work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: USDA Six Step Risk Management Framework (RMF) Guide. The guide is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

## ARTICLE 7 – STATE RESPONSIBILITIES

The State agrees:

a. To designate a person(s) to be its authorized representative(s) who shall be responsible for collaboratively administering the activities conducted under this MOU and act as a resource for questions and assistance

b. In conducting the Basic Phytosanitary Export Certification Program to/that:

(1) Cooperate with the USDA-APHIS-PPQ in the inspection and certification of commodities for export;

(2) Nominate to the USDA-APHIS-PPQ qualified County and State inspectors to perform inspection and certification work;

(3) Ensure that nominees for designation as inspectors under this MOU meet or exceed the basic requirements as defined in Export Certification regulations, 7 CFR 353.6(b);

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Cooperator Tax Id #	
Expiration Date	4/2023

(4) Submit to the USDA-APHIS-PPQ, for review and concurrence, the names and qualifications covering those personnel nominated for designation as inspectors;

(5) State personnel authorized to issue export certificates under this MOU shall participate, without cost to USDA-APHIS-PPQ, in an initial and reaccreditation training program conducted by the USDA-APHIS-PPQ;

(6) Forward the letter of designation as an inspector to qualified County Plant Quarantine Officers meeting the prescribed educational and experience requirements contained in Export Certification regulation 7 CFR 353.6(b)(2)(1); and

(7) In conjunction with the USDA-APHIS-PPQ, provide inspectors with information, as necessary, to enable the proper certification of commodities to be exported.

c. In conducting the Phytosanitary Field Inspection of Seed Crops Program to/that:

(1) Uses only those agents that meet or exceed the basic requirements as defined in Export Certification regulations, 7 CFR 353.6(a);

(2) Provide agents with training and resources in accordance with 7 CFR 353.6(a)(2);

(3) Terminate, after notification, an agent's participation in the inspection activities when the agent is identified as not following established procedures for proper recording or reporting of pest organisms found; and

(4) Monitor inspection activities of designated agents during each growing season in cooperation with the County and the USDA-APHIS-PPQ.

d. When connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in

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any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

e. Work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: USDA Six Step Risk Management Framework (RMF) Guide. The guide is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

#### **ARTICLE 8 – USDA-APHIS-PPQ RESPONSIBILITIES**

USDA-APHIS-PPQ agrees in conducting the Basic Phytosanitary Export Certification Program to/that:

- a. To designate a person(s) to be its authorized representative(s) who shall be responsible for collaboratively administering the activities conducted under this MOU; Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Recipient by the APHIS signatory official to appoint a temporary ADODR.
- b. Provide an Authorized Certification Official Certificate to qualified cooperative personnel who have complied with the requirements of Article 6 or 7 of this MOU.
- c. Conduct an initial training program for qualified cooperative employees prior to designation.
- d. Provide reaccreditation training every three years for qualified cooperative employees designated as an inspector under Article 6 or 7 of this MOU.
- e. Provide an on-line Export Program Manual (XPM) and other necessary information, including up-to-date export information through the Phytosanitary Export Database (PEXD);
- f. Provide program oversight by conducting field audits of facilities and personnel to ensure conformance with USDA-APHIS-PPQ regulations, policies and procedures with the assistance of both County and State personnel; and

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g. To recognize the local jurisdictional responsibilities of the County and the State and act as a resource for questions and assistance to federal cooperators.

**ARTICLE 9 – STATEMENT OF NO FINANCIAL OBLIGATION**

Signature on this MOU does not constitute a financial obligation on the part of USDA-APHIS-PPQ. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfer of funds or items of value is not authorized under this MOU.

**ARTICLE 10 - LIMITATIONS OF COMMITMENT**

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

**ARTICLE 11 - CONGRESSIONAL RESTRICTION**

Under 41 USC 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arrive therefrom.

**ARTICLE 12 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, 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.

**ARTICLE 13 - AMENDMENTS**

This MOU may be amended at any time by mutual agreement of the cooperating parties in writing.

**ARTICLE 14 - TERMINATION**

This Memorandum may be terminated by either party upon thirty (30) days written notice to the other party.



## **MEMORANDUM OF UNDERSTANDING**

California Department of Food and Agriculture  
and the  
California Agricultural Commissioners Association

### Plan for Pest Prevention

A Pest Prevention System in California is mandated by Section 403 of the Food and Agricultural Code which states, "The Department shall prevent the introduction and spread of injurious insects or animal pests, plant diseases, and noxious weeds."

The State of California administers and operates a Pest Prevention System of five major components, Pest Exclusion, Pest Detection, Pest Eradication, Public Information and Education, and Pest Identifications and Records.

#### I. PEST EXCLUSION

Definition: "Pest Exclusion" is the legal action intended to prevent the introduction of a pest into an area where it does not already occur or into an area where legally established suppression or eradication activities are directed against it.

- A. It is the policy of the State of California to fully utilize Pest Exclusion as an integral part of the Pest Prevention System.
- B. It is the policy of the State of California to encourage origin states to eradicate and control pest infestations that threaten California. It is the policy of the State of California to encourage the USDA and origin states to establish valid certification programs.
  - 1. Pest Exclusion regulations and operations shall be based on "biologically sound" principles.

To be "biologically sound", a pest exclusion regulation must meet the following criteria:

- a. The biological background of the pest is fairly well known, including its life history, hosts, mode of spread and detection techniques.
- b. Infestation is unknown in area to be protected, or is under eradication.
- c. Interception and prevention of entry are reasonably possible.
- d. There exists a reasonable assurance that the pest can be contained.
- e. The potential ecological range of the pest is known.

- f. The pest presents a threat of economic, social, or environmental impact to plants within the protected area.
- 2. Pest Exclusion regulations shall not be promulgated for or used as barriers to interstate commerce except as a bonafide attempt to protect against pest infestation.

### C. Pest Exclusion Operations

- 1. Maintain pest introduction deterrent for entire State by regulating the movement of target pests from an infested area to a protected area.
  - a. Regulate surface vehicles entering protected area from areas of pest contamination.
    - (1) At points which will provide statewide protection.
    - (2) At appropriate times to be effective.
  - b. Monitor air and maritime traffic entering State.
    - (1) Inspect all cargo shipments.
    - (2) Spot check travelers.
  - c. Maintain terminal inspection.
    - (1) U.S. Post Offices.
    - (2) Common carriers.
    - (3) Hay and grain terminals.
- 2. Cooperate with Federal Government and other states.
  - a. Promote uniform pest exclusion regulations.
  - b. Strengthen and encourage valid origin certification.

## II. PEST DETECTION

Definition: "Pest Detection" is the systematic search for pests outside of known infested area and for pests not known to occur in California.

- A. It is the policy of the State of California to detect incipient infestations of new pests before eradication becomes biologically or economically infeasible.
  - 1. The goal is to detect pests before infestation exceeds:
    - a. Insects - one square mile.

- b. Nematodes - one square mile.
- c. Weeds - one square mile.
- d. Diseases - one-half square mile.
- e. Vertebrate pests - smallest possible area.
- f. Snails and slugs - smallest possible area.

2. Pest detection target areas.

- a. Urban.
- b. Crop.
- c. Nurseries.
- d. Forests and rangeland.
- e. High hazard entryways and terminals.
- f. Storage and processing.

3. Pest detection methods.

- a. Visual grid surveys.
- b. Trapping.
- c. Inspection of selected hosts.
- d. Indexing.
- e. Aerial survey.
- f. Public information and education.

B. The Pest Detection Program is a cooperative effort between the California Department of Food and Agriculture, California Agricultural Commissioners Association and the United States Department of Agriculture, and all shall participate in the planning, evaluating, scheduling, and training.

1. The California Department of Food and Agriculture shall:

- a. Provide pest evaluation studies, establish pest priorities, designate target pests, set standards for pest detection, and provide preliminary delimitation in cooperation with the counties.

- b. Plan, develop, coordinate, evaluate, and review a statewide pest detection program.
  - c. Provide liaison with the United States Department of Agriculture and other agencies (including universities and researchers), provide public information, and foster detection efforts by related-interest groups.
  - d. Provide training, pest information, and visual aids.
  - e. Provide methodology, techniques, special equipment, special services, assistance under extraordinary circumstances, and forms.
  - f. Promote public participation.
  - g. Report progress and achievements to respective agencies.
  - h. Provide funding through contract for specific detection activity above the normal pest control obligation of each county.
2. The County Department of Agriculture shall:
- a. Identify and evaluate pests of county significance.
  - b. Plan, organize, and direct the county pest detection program and integrate it with the statewide program.
  - c. Provide personnel and arrange for their training.
  - d. Participate in review and evaluation of the State and county programs.
  - e. Promote public participation.
3. The United States Department of Agriculture participation will be in accord with Federal policy.

### III. PEST ERADICATION

Definition: "Pest Eradication" is the attempt to exterminate a pest from a defined area.

- A. It is the policy of the State of California to promptly develop operational plans for eradication under joint county and State responsibilities, when applicable, and eradicate new and economically important organisms.

- B. The California Department of Food and Agriculture, in cooperation with the California Agricultural Commissioners Association, shall exercise leadership in the prompt evaluation of a newly detected pest.
- C. It is recognized that the investigation of a new organism or disease, its pest rating, and follow-up action will follow the "Guidelines of the Department of Food and Agriculture and the California Agricultural Commissioners Association for Evaluation of Pests New to California," dated July 10, 1973.
- D. Responsibilities
  - 1. The California Department of Food and Agriculture shall:
    - a. Promptly provide leadership in planning, organizing, coordinating, and evaluating pest actions.
    - b. Provide necessary technical advice and training.
    - c. Provide special equipment and supplies.
    - d. Provide leadership in obtaining funds and manpower.
    - e. Provide liaison in actions involving Federal participation.
  - 2. The County Department of Agriculture shall:
    - a. Assist in planning, organizing, coordinating and evaluating pest actions.
    - b. Provide project direction at the local level.
    - c. Provide normal operating equipment and supplies.
    - d. Handle local public relations and law enforcement matters.
    - e. Assist in obtaining funds and manpower.

#### IV. PUBLIC INFORMATION AND EDUCATION

- A. The California Department of Food and Agriculture and the California Agricultural Commissioners Association will cooperate in an expanded information and educational program directed to increase public awareness as to the hazards of the introduction and establishment of new pests by calling attention to:
  - 1. Environmental contamination.

- a. Insects, diseases, vertebrate pests, weed pests, nematodes, snails and slugs.
- b. Increased need for pesticides.
2. Increased food and fiber costs.
  - a. Less supply.
  - b. Increased production costs.
  - c. Cost benefit ratio.
3. Destruction of resources.
  - a. Forests.
  - b. Parks.
  - c. Urban horticulture.
- B. The California Department of Food and Agriculture and the California Agricultural Commissioners Association will cooperate in directing information material to those most likely to cause the introduction of hazardous pests into the State:
  1. Traveling public.
  2. Commercial carriers - public and private.
  3. Air carriers - passenger and cargo.
  4. Importers - interstate and international,
- C. It is the policy of the State of California to encourage all citizens to report the incidence of unfamiliar pest organisms whenever and wherever found to the nearest pest prevention authority.

V. PEST IDENTIFICATION AND RECORDS

- A. Timely and accurate identification together with complete and accurate records of pests found in the State are critical. All actions taken under the many segments of the pest prevention plan depend on these identifications and records.



## MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture  
and the  
California Agricultural Commissioners Association

### Plant Pest Quarantine Policy

#### 1. PURPOSE, AUTHORITY, AND GENERAL PRINCIPLES

##### A. Purpose

Plant pest quarantines are imposed to prevent the artificial introduction of or to limit the spread of agricultural plant pests. Such quarantines may restrict the production, movement or existence of plants, plant products, animals, animal products, or any other articles or material, or activity of people which could result in the artificial introduction or spread of the specified pest(s).

##### B. Authority

The Director is charged with the responsibility for preventing the introduction and spread of injurious insect or animal pests, plant diseases, and noxious weeds [Section 403, Food and Agricultural Code (FAC)]. He is authorized to adopt such regulations as are reasonably necessary to fulfill this responsibility (Sections 407, 5301, 5302, and 5322, FAC). Other governmental agencies (e.g., counties, cities, districts) may not establish quarantines against each other, on account of the existence of any pest, without the written consent of the Director (Section 5305, FAC).

##### C. General Principles

1. Inasmuch as the purposes of plant quarantines and the means required to achieve them cannot be undertaken by private individuals or groups, quarantines properly are the responsibility of government,
2. Quarantines shall not be imposed as trade barriers.
3. Quarantines will be established on a biologically sound basis:
  - a. The plant pest targeted must pose an actual or anticipated threat to a substantial agricultural interest and/or the general public.
  - b. No substitute or alternative mitigating action will accomplish the same pest prevention purpose.
  - c. Accomplishment of the stated purpose is a reasonable expectation.

- d. Economic and/or environmental benefits outweigh the cost of administration and the costs to those who must comply with the restrictions imposed.
4. Regulations establishing quarantines will be adopted with input from those interested in and affected by them. The agricultural commissioners and the United States Department of Agriculture are cooperating agencies which will be involved as appropriate.
5. Quarantines will be as narrow in scope as possible while maximizing the potential for accomplishing their purpose.
  - a. Quarantines imposed in connection with plant pest eradication projects reasonably may be broader in scope and/or more restrictive because of the importance of the quarantined pest, the prognosis for its eradication or control, and its effects on the environment.
  - b. Quarantines imposed to prevent or slow the spread of an already established pest allow for the scope of and restrictions imposed to be relatively narrow.
6. Quarantine areas will be as limited as possible consistent with the area known to be infested with the pest. Whenever possible, boundaries shall be based upon existing jurisdictional state, county or township lines, major highways or roads, or geographic features such as rivers and mountain ranges.
7. Quarantines will be written as clearly and concisely as possible so as to enhance understanding and enforcement.
8. The absence of complete biological knowledge of a pest will not necessarily prohibit the adoption of quarantine.
9. Adoption of quarantine against a serious plant pest new to the State or new to a major area of the State will be accompanied by an information campaign, the scope and intensity of which is in proportion to the economic and/or environmental importance of the pest.
10. The scope of and restrictions imposed should be reduced or increased based on experience and information obtained in the administration of the quarantine.
11. Regulations establishing quarantines will be repealed when their purposes have been accomplished, the pest quarantined against has been eradicated or its spread can be controlled in absence of the quarantine, or it is determined that the purpose cannot be achieved.

## II. EXTERIOR QUARANTINES

Exterior quarantines will be adopted to prevent the artificial introduction of serious plant pests into California. Consistent with the general principles, they will be adopted only when no substitute or alternative mitigating action will accomplish the same purpose. They also will be as limited as possible in terms of area and commodities covered. Exterior quarantines are promulgated to protect the health and welfare of the entire State. Consequently, they reflect statewide pest exclusion concerns.

## III. INTERIOR QUARANTINES

Interior quarantines will be adopted as necessary to complement State plant pest eradication projects or to prevent or slow the spread of a serious plant pest already established in California. They will be established consistent with the general principles, but with greater emphasis placed on a cooperative relationship between the Director and the agricultural commissioners. At the termination of an unsuccessful eradication effort the interior quarantine will be evaluated to determine, consistent with the principles herein, if the quarantine should be maintained, amended, or discontinued.

Interior quarantines adopted to aid in the State's eradication of new serious pests not established in the State generally, will be funded, subject to budget appropriation or redirection, together with the other eradication costs.

Interior quarantines adopted or amended to prevent or slow the spread of pests already established in California are not expected to result in increased overall county costs. County departments of agriculture will shift priorities within their agricultural programs accordingly. Only in those instances where the county must hire additional employees is a State mandated increase in cost deemed to exist. Where possible the increased costs should be recovered by the affected counties via charges for the inspections required by the quarantine.

## IV. LOCAL QUARANTINE ORDINANCES

Section 5305, FAC, prohibits the establishment by local jurisdictions of quarantines against each other, on account of the existence of any pest, without the written consent of the Director.

The required consent may be granted only in those instances where the Director has determined: (1) That the pest is not of statewide interest and concern and/or an interior quarantine will not be adopted; AND, (2) That the ordinance establishing a quarantine was adopted following the notification, publishing, public input and other requirements which must be met by the Director, under Section 11340, et seq., of the Government Code, when he adopts quarantine regulations, except that notice of the proposed ordinance shall not be published in the California Administrative Notice Register and the required documents shall be filed with the Director and not with the Office of Administrative Law.



## MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture  
and the  
California Agricultural Commissioners Association

### Procedure for Handling Plant Quarantine Shipments

For the sake of uniformity in plant quarantine, the following is established as a procedure for determining the status and proper disposition of shipments subject to plant quarantine inspection.

1. A shipment shall be rejected if it is:
  - a. In violation of a law or quarantine regulation of this State or the Federal Government, or
  - b. Infested or infected or there is reasonable cause to believe\* that it is infested or infected with any animal or other organism dangerous or detrimental to the agricultural industry, which in the area of destination is:
    1. New or not known to occur, or
    2. Of limited distribution, or
    3. Being subjected to eradication or intensive control.
2. A shipment shall not be rejected if it is:
  - a. Not in violation of a law or quarantine regulation of this State or the Federal Government, or
  - b. Infested or infected with any animal or organism which in the area of destination is:
    1. Of common occurrence, and
    2. Not being subjected to eradication or intensive control.

*\*"Reasonable cause to believe" is not applicable to weeds or weed seeds.*



## MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture  
The Regents of the University of California  
California State University and Colleges  
United States Department of Agriculture  
and the  
California Agricultural Commissioners Association

### Restrictions on and Procedures for Importation And Interstate Movement of Plant Pest Organisms and Soil

The California Department of Food and Agriculture and county agricultural commissioners have a duty, as required by provisions of the Food and Agricultural Code, to protect the agricultural industry of California by preventing the dissemination of plant pests into and within California.

USDA permits are required for importation and interstate transportation of plant pests under federal law and regulations. USDA permits also are required for importation of soil and earth into the continental United States. If soil is moved interstate from areas under quarantine, it must comply with the provisions of the quarantine in effect at origin.

The importance of research and the need to exchange or transfer living plant pests between research workers and diagnostic laboratories is recognized. Any application for a permit to move such pests will be given consideration. Benefits which may be derived from the proposed movement and use of the pest will be considered as well as adequacy of containment facilities and impact to agriculture and the environment if the pest were to escape and become established in California. An outline of policies and procedures regulating movement of plant pest organisms and soil into California is as follows:

1. The Federal Plant Pest Act of May 23, 1957, and federal plant pest regulations restrict movement of plant pests and soil as follows:
  - a. Plant Pests. No person shall knowingly move any plant pest interstate or into or through the United States from any place outside thereof or knowingly accept delivery of any plant pest so moving unless the movement is authorized under a USDA permit. Non-living biological specimens of plant pests, in preservative or dried, may be so moved, subject to inspection, without permit.
  - b. Soil From Foreign Countries, Territories, and Possessions. No soil shall be moved into or through the United States from any place outside thereof unless moving under a USDA permit, except that no permit is required for the entry of Canadian soil except soil from Newfoundland and a portion of Vancouver Island of British Columbia.

- c. Soil Moved Interstate Within Continental United States. Interstate movement of earth (including soil), stone, quarry products and similar substances is not regulated under the Federal Plant Pest Act. Movement of such materials of United States origin from areas under Federal domestic quarantine in the continental United States is regulated under the following quarantines and may be made only in accordance with the requirements of these or subsequent quarantines.

### FEDERAL DOMESTIC QUARANTINES

Q80 - Witchweed

Q81 - Imported fire ant

Q85 - Golden nematode

2. Terms as defined in Federal Plant Pest Regulations. "Plant Pest" means any living stage of: Any insects, mites, nematodes, slugs, snails, protozoa, or other invertebrate animals, bacteria, fungi, other parasitic plants or reproductive parts thereof, viruses, or any organisms similar to or allied with any of the foregoing, or any infectious substances, which can directly or indirectly injure or cause disease or damage in any plants or parts thereof, or any processed, manufactured, or other products of plants.

"Earth" means the softer matter composing part of the surface of the globe, in distinction from the firm rock, and including the soil and subsoil, as well as finely divided rock and other soil formation materials down to the rock layer.

"Soil" means the loose surface material of the earth in which plants grow, in most cases consisting of disintegrated rock with an admixture of organic material and soluble salts.

3. Plant Pests to be Free of Soil. Plant pests moved interstate or into or through the United States must be free of soil, except when approved in the permit.
4. Labeling of Plant Pests and Soil Moved Under Permit. A label furnished by the USDA shall be attached to each parcel as evidence that the movement of the plant pests or soil is authorized. The label also shall disclose the contents of the parcel.
5. Courtesy Permits. Courtesy permits may be issued by the USDA for movement of organisms which are not regulated under the Federal Plant Pest Act or any other act to facilitate movement which might be impeded because of similarity of the organisms to others which are regulated under the act. Such permits also may be issued by the USDA on request from any agency for organisms regulated under some other act.

6. Permits Issued by Other Agencies. Inspectors shall recognize permits for the movement of organisms issued by other Federal agencies under other acts. If the organism is also a plant pest, it is subject to other conditions that may be required; however, no additional USDA permit is required.
7. University of California and State University and College Quarantine Representatives. Chairs of departments of the University of California and State University and Colleges may appoint a member of the faculty to serve as the Departmental Quarantine Representative.

Applications for permits to move plant pests or soil shall be reviewed by the Departmental Quarantine Representative and, if approved, forwarded to the California Department of Food and Agriculture, Pest Exclusion, Permits and Regulations, 1220 N Street, Sacramento, California 95814.

The Departmental Quarantine Representative should supply any facts not furnished in the application which may aid the State and the USDA in evaluating the permit request.

The Departmental Quarantine Representative should not recommend approval of the permit application if the movement or subsequent use and handling of the plant pest or soil would present danger of disseminating a plant pest in California.

The Departmental Quarantine Representative shall take into consideration the following points when reviewing a permit application:

- a. Are safeguards adequate to prevent plant pest dissemination?
- b. Does the destructive potential of the plant pest, should it escape, outweigh the probable benefits to be derived from its proposed movement and use?
- c. Has the applicant failed to maintain safeguards or observe conditions prescribed in a previously issued permit or failed to demonstrate ability or intent to observe such safeguards or conditions in the future?
- d. Is the proposed pest movement or use adverse to the conduct of an eradication, suppression, control, or other regulatory program of the California Department of Food and Agriculture?

The Departmental Quarantine Representative should recommend in writing cancellation of any existing permit, which he/she originally approved, and destruction of pests authorized by the permit whenever:

- a. Information is received subsequent to the issuance of the permit of circumstances which constitute cause for denial of a permit application as stated in paragraphs a, b, c and d above; or

b. The permittee has not maintained the safeguards or observed the conditions specified in the permit or in any applicable regulation or administrative instruction.

8. Unsolicited Plant Pests and Soil. No exemptions are made in the Federal Plant Pest Act and regulations for plant pests and soil sent without the previous knowledge of the intended receiver. In most cases, unsolicited plant pests or soil samples are sent to specialists for identification or analysis. If the shipment is by mail or parcel post and is not conspicuously labeled as to contents, it may not be held by the carrier for agricultural inspection en route. It is important, therefore, that the county agricultural commissioners locate and maintain contact with all laboratories which may receive such material so that the receiver will report the arrival of unsolicited plant pests and soil to the commissioner.

A general continuing permit may be issued to a specialist or to a Departmental Quarantine Representative on behalf of staff members who expect to receive unsolicited material. If such a permit is issued, the specialist or the Departmental Quarantine Representative on behalf of the staff members shall agree to the following:

- a. Maintain and submit a record to the County Agricultural Commissioner of the arrival of all plant pests and soil samples received without a specific permit obtained in advance.
- b. Use precaution when opening any parcel which may contain a plant pest to prevent its escape.
- c. Immediately report to the Pest Exclusion Unit of the California Department of Food and Agriculture and the County Agricultural Commissioner the identification of any highly injurious plant pests received which are not of common occurrence in the county.
- d. Destroy all plant pests and soil samples after identification or laboratory tests, or apply for a specific permit if retention if the plant pest or soil is desired or if plant inoculation is required to make or verify pest identification.

9. Routing and Processing Permit Application Forms. USDA permit application forms (PPQ Form 526 for live plant pests and PPQ Form 525 for soil) will be furnished to Departmental Quarantine Representatives and to other persons on request to the California Department of Food and Agriculture, Pest Exclusion, Permits and Regulations, 1220 N Street, Sacramento, California 95814.

The applicant shall complete the appropriate portion of the application form. If the application is from staff at the University of California or State University and Colleges, it shall be signed by the Departmental Quarantine Representative. The application shall be forwarded to the Special Assistant, Permits and Regulations, Pest Exclusion, California Department of Food and Agriculture, 1220 N Street, Sacramento, California 95814, for evaluation and recommendations by pest specialists.

