

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: AGRICULTURAL COMMISSIONER

BOARD AGENDA # *B-4

Urgent

Routine

AGENDA DATE November 6, 2007

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Fiscal Year 2007-2008 Contracts with the California Department of Food and Agriculture: Nursery Stock Inspection, Sudden Oak Death and High Risk Inspection

STAFF RECOMMENDATIONS:

1. Approve and authorize the Chairman of the Board of Supervisors to sign the following Fiscal Year 2007-2008 contracts with the California Department of Food and Agriculture: Nursery Stock Inspection, Sudden Oak Death and High Risk Inspection.
2. Direct the Auditor-Controller to adjust appropriations and estimated revenue in the amount of \$2,531 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The following contracts reimburse the County for the expenses of these programs:

Nursery Stock Inspection	\$ 20,731
Sudden Oak Death	88,695
High Risk Inspection	78,176

TOTAL \$187,602

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2007-869

On motion of Supervisor Mayfield, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT:
(Continued)

The above-listed contracts are budgeted for in the Agricultural Commissioner's Fiscal Year 2007-2008 Budget, however, it is requested that the estimated revenue amount for the Nursery Inspection contract be increased by \$2,531 to reflect the State contract amount.

DISCUSSION:

The following is a discussion of each of the proposed contracts received from the California Department of Food & Agriculture for Fiscal Year 2007-2008 for the Agricultural Commissioner. These contracts represent revenue reimbursement for activities performed by the Office of the Agricultural Commissioner.

Nursery Stock Inspection

The State of California contracts with the Stanislaus County Agricultural Commissioner to maintain the Nursery Stock Inspection Program. In accordance with Division 4 and 18 of the Food and Agricultural Code and Title 3 of the California Code of Regulations, the Agricultural Commissioner will perform inspections of nursery stock at all County producer and wholesale nursery locations.

The Nursery Inspection Program ensures that nursery stock meets pest cleanliness standards. Nursery stock should not be infested with pests of economic importance or with any pest not known to occur or not established in California. If infested, a nursery is a vehicle for the rapid spread of pests since shipments of plants are distributed over a wide geographical area for planting. Stanislaus County is one of the leading counties in the state for both commercial plantings of fruit and nut trees and producer nurseries of such trees. Nursery inspections are thus extremely important to the economic health of the County's agriculture.

Under the contract terms, the Agricultural Commissioner will also investigate any nursery complaints and enforce nursery stock licensing requirements for all new nursery operations within the County. The reimbursement amount for Fiscal Year 2007-2008 is estimated at \$20,731. Since the original Fiscal Year 2007-2008 Budget amount was \$18,200, it is requested that the estimated revenue amount for the Nursery Inspection contract be increased by \$2,531 to reflect the State contract amount.

Sudden Oak Death

Since 1995, large numbers of oaks and tanoaks have been dying in the coastal counties of California of Sudden Oak Death (SOD). Many other types of plants have been found to be infected or associated with this disease. The pathogen, *Phytophthora ramorum*, is considered the causal agent of Sudden Oak Death and is known to occur in coastal forests and a few horticultural nurseries in the western United States. The

following counties are designated as quarantined areas: Alameda, Contra Costa, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.

In order for local nurseries to ship host nursery stock interstate, County Agricultural Commissioners must perform the regulatory enforcement activities as outlined to ensure the plant material is free from infestation.

This contract allows the County Agricultural Commissioner to recover expenses from Sudden Oak Death Program activities performed that ensure that local nurseries are able to ship their product interstate. The Sudden Oak Death Program contract is vital to the protection of Stanislaus County agriculture and local businesses that produce or receive nursery stock. Through this contract, local Stanislaus County nurseries are able to ship their product and effectively mitigate the spread of and eradicate the deadly plant disease *Phytophthora ramorum*.

The estimated reimbursement amount for the Sudden Oak Death Program for Fiscal Year 2007-2008 is \$88,695.

High Risk Inspection

Under the High Risk Inspection Program, Stanislaus County will perform inspections for the California Department of Food and Agriculture of incoming shipments of beehives to determine the presence of Imported Fire Ant (IFA). The inspections shall ensure that incoming beehives from IFA-infested states are free of the pest, and that eradication, containment, and control activities take place on all bee colonies on which IFA is found at the time of inspection. The inspections are in compliance with the requirements imposed by Chapter 573 (AB 1771), Statutes of 2000, Food and Agricultural Code Section 2282.5, Exhibit A, Attachment 2. The total contract amount for the High Risk Inspection Program is \$78,176.

POLICY ISSUE:

The Board of Supervisors is asked to determine if these contracts are consistent with the Board Priority for a Strong Agricultural Economy/Heritage.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



BUDGET JOURNAL SCREEN


Budget Organization: **Stanislaus Budget Org 01000010100 (AG COMMISSIONER)**
 Budget: **LEGAL BUDGET**
 Accounting Period From: **Jul-07**
 To: **Jun-08**

BATCH SCREEN

Journal Batch: **AG SDA** BO --
 Category: **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Oct-07 AMOUNT	
1	0100	0010100	23130			.0	2,531.00	INCREASE REVENUE - Nursery <i>CR</i>
2	0100	0010100	50000			.0	2,531.00	INCREASE APP- Salaries <i>DR</i>
3						.0		
4						.0		
5						.0		
6						.0		
7						.0		
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17						.0		
18						.0		
19						.0		
20						.0		
21						.0		
22						.0		
23						.0		
24						.0		
25						.0		
Totals							5,062.00	

Explanation: Increase Revenue and Appropriations to reflect State Nursery Stock Inspection Contract coming in higher than originally anticipated.

Requesting Department	CEO	Auditors Office Only
 Signature	 Signature	 Prepared By
10/18/2007 Date	10/25/07 Date	10-23-07 Date
		Admin Approval (\$75K+) Date

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

AGREEMENT NUMBER 07-0527
REGISTRATION NUMBER 85701207273506

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
 CONTRACTOR'S NAME
COUNTY OF STANISLAUS
- The term of this Agreement is: July 1, 2007 Through June 30, 2008
- The maximum amount of this Agreement is: \$20,731.00
 Twenty Thousand Seven Hundred Thirty-one Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Attachment 1	1 Page(s) 1 Page(s)
Exhibit B – Budget Detail and Payment Provision Attachment 1	1 Page(s) 1 Page(s)
Exhibit C – General Terms and Conditions - GTC 307	3 Pages
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement)	1 Page(s)
<input type="checkbox"/> Exhibit D*-Special Terms and Conditions	

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

5. Name of Program: Nursery, Seed and Cotton Program
 BY Deirdre M. Heath 10/24/07

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

CONTRACTOR		California Department of General Services Use Only BOARD OF SUPERVISORS 001 DEC 12 A 10:43 NURSERY CONTRACT
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF STANISLAUS		
BY (Authorized Signature) - <u>William O'Brien</u>	DATE SIGNED <u>11/6/07</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING WILLIAM O'BRIEN, CHAIRMAN OF THE BOARD OF SUPERVISORS		
ADDRESS 3800 Cornucopia Way, Suite B, Modesto, CA 95358		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) - <u>Janice L. Price</u>	DATE SIGNED <u>11/30/07</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per: DGS Ltr 28.5

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State all services, materials, labor and equipment necessary to perform nursery inspections and enforcement activities.

2. The contract managers for this Agreement are:

FOR CDFA:	FOR CONTRACTOR:
Name: Patrick Thalken	Name: Dennis Gudgel
Section/Unit: Pest Exclusion Nursery, Seed and Cotton Program	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room A-372	Address: 3800 Cornucopia Way
City/Zip: Sacramento, CA 95814	City/Zip: Modesto, CA 95358
Phone: 916-654-0435	Phone: 209-525-4730

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

The term of this agreement shall be for one year, July 1, 2007 through June 30, 2008.

The California Department of Food and Agriculture shall make payment upon receipt of an approved invoice for a total contract amount not to exceed \$20,731.00.

SCOPE OF WORK

The Contractor shall provide all equipment and labor necessary to perform nursery inspection and enforcement activities within the contract period. Contractor shall inspect all nursery stock at producer/wholesale nursery locations within the county. Specifically not included are: nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected, and nursery stock that is entered in one of the State's registration or certification programs and is inspected by the State.

Contractor shall enforce all laws and regulations pertaining to nursery stock, including but not limited to licensing requirements, in accordance with the Memorandum of Understanding between the CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program."

Contractor shall respond to all complaints against retail nursery establishments.

The amount payable under this agreement shall not exceed \$20,731.00 based on 1467.49 reimbursable acres as reported by the Contractor. Contractor shall be paid on a per acre basis for inspection and enforcement activities at a rate of \$14.12696 per reimbursable acre. [Contract acres = "Type 1" acres plus (1/4 x "Type 2" acres and 1/4 x "Type 4" acres).]

Contractor shall be paid \$50.00 for each new license secured and verified by inspection and \$50.00 for each renewed forfeited (delinquent) license secured by the contractor. Contractor shall be paid a current hourly staff rate, not to exceed \$35.00 per hour, for nursery investigative work, which has been approved in advance by the CDFA Nursery, Seed and Cotton Program.

The California Department of Food and Agriculture shall make payment upon receipt of an approved invoice at the end of the agreement period. The CDFA shall make payment of \$50 for each new license secured and verified by inspection by the Contractor and \$50 for each renewed forfeited (delinquent) license secured by the Contractor. In addition, the Contractor shall be paid an hourly staff rate not to exceed \$35 per hour for nursery investigative work. All investigative work must be approved in advance by the CDFA Nursery, Seed and Cotton Program.

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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

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

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

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

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

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

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

BUDGET DETAIL

The California Department of Food and Agriculture shall make payment for the following expenses for a total contract amount not to exceed \$20,731.00:

New Licenses, secured and verified: \$50.00
License renewal, (forfeited/delinquent): \$50.00
Hourly staff rate for investigative work: \$35.00 per hour
Contract Acres x \$14.1269

Invoices shall be submitted in triplicate and referencing the agreement number to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed and Cotton Program
Attention: Patrick Thalken
1220 N Street, Room A-372
Sacramento, CA 95814

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

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

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

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

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

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

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

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

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

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

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

3. Agency Liability

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

4. Potential Subcontractors

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

5. Right To Terminate

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

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

HIGH RISK CONTRACT

BOARD OF SUPERVISORS

AGREEMENT NUMBER 07-0392
REGISTRATION NUMBER 05701207270501

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF STANISLAUS

2. The term of this

Agreement is: July 1, 2007 Through June 30, 2008

3. The maximum amount

\$78,176.00

of this Agreement is:

Seventy-eight Thousand One Hundred Seventy-six Dollars and No Cents

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

Exhibit A – Scope of Work

Attachments 1, 2, 3, 4, 5, 6, 7

1 Page(s)

9 Page(s)

Exhibit B – Budget Detail and Payment Provision

Attachment 1

1 Page(s)

1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307

3 Pages

Check mark one item below as Exhibit D:

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

Exhibit D*-Special Terms and Conditions

1 Page(s)

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

BY

5. Name of Program: Pest Exclusion

Shirley M. Hatt 10/24/07

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF STANISLAUS

BY (Authorized Signature)

DATE SIGNED)

William O'Brien

11/6/07

PRINTED NAME AND TITLE OF PERSON SIGNING

WILLIAM O'BRIEN, CHAIRMAN OF THE BOARD OF SUPERVISORS

ADDRESS

3800 Cornucopia Way, Suite B, Modesto, CA 95358

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

Janice L. Price

12/10/07

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General Services Use Only

APPROVED

DEC 19 2007

DEPT OF GENERAL SERVICES

Kyates

Exempt per: DGS Ltr 28.5

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor shall perform inspections of beehives for the imported fire ant as required under the Food and Agricultural Code Chapter 573, Section 2282.5 and County High-risk Pest Exclusion Program Guidelines.

2. The contract managers for this Agreement are:

FOR CDFA:	FOR CONTRACTOR:
Name: Donnie Ereveillo	Name: Dennis Gudgel
Section/Unit: Pest Exclusion	Section/Unit: Agricultural Commissioner
Address: 1220 N Street, Room A-372	Address: 3800 Cornucopia Way, Suite B
City/Zip: Sacramento, CA 95814	City/Zip: Modesto, CA 95358
Phone: 916-654-0312	Phone: 209-525-4730

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

EXHIBIT A
SCOPE OF WORK
Bee Hive/Imported Fire Ant Inspection
Criteria for Work Plan

Agreement No. 07-0392
Exhibit A,
Attachment 1,
Page 1 of 2

During the period of July 1, 2007 through the end of the Fiscal Year June 30, 2008, the County of Stanislaus agrees to perform inspections of incoming shipments of beehives for Imported Fire Ant (IFA) for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Chapter 573 (AB 1771), Statutes of 2000, Food and Agricultural Code Section 2282.5, identified as Exhibit A, Attachment 2, and County High-Risk Pest Exclusion Program Guidelines, identified as Exhibit A, Attachment 3, incorporated in this Scope of Work, identified as Exhibit A, Attachment 1. The county also agrees to inspect incoming high-risk shipments of plant material at terminals or other facilities as imposed by Division 4, Part 2, Chapter 1, Article 1, Section 6303 and Chapter 2, Article 1, Sections 6401 and 6403 of the Food and Agricultural Code. This agreement is inclusive of the county performing activities approved by the CDFA to ensure that incoming beehives from IFA-infested states are free of Imported Fire Ant, and that eradication, containment, and control activities take place on all colonies on which IFA is found at the time of inspection, identified as Estimate of High Risk Pest Exclusion Activities Work Plan, Exhibit A, Attachment 5.

Inspection activities for beehives entering the state during the period referenced above, identified as Scope of Work, Exhibit A, Attachment 1, can include, but are not limited to:

1. County biologist(s) reviewing quarantine hold notices (008's) issued for incoming bee colonies for origin and destination of shipment and reviewing inspection certificate, if present, that accompanies the shipment.
2. County biologist(s) inspecting incoming hives for Imported Fire Ant from IFA-infested states. Inspection protocol is described in the attached Pest Exclusion Advisory 36-99 and by this reference made part hereof, identified as Exhibit A, Attachment 4.
3. County biologist(s) performing daily record keeping of inspections in regard to pest finds, writing reports referencing Report 4a, Exhibit A, Attachment 6, notifying the Senior Agricultural Biologist of the presence of any significant pest finds, etc.

As quarantine areas and commercial channels change, county biologist(s) shall determine the need to redirect high-risk activities in other areas as needed.

The county's biologist(s) shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its

Agreement No. 07-0392

Exhibit A

Attachment 1

Page 2 of 2

Exhibit A
Attachment 1

approved Work Plan, said county will notify the Pest Exclusion High-Risk Program of any changes.

The county shall submit monthly an itemized invoice, on county letterhead, identified in Exhibit A, Attachment 7. All Report 4a's shall be submitted on Form #66-092a to the CDFA Contract Manager. Send all requested forms to:

The Department of Food and Agriculture
Donnie M. Ereveillo, Contract Manager
Pest Exclusion Branch
County High Risk Program
1220 N Street, Room A-372, Sacramento, CA 95814.

Chapter 573, Statutes of 2000.

Agreement No. 07-0392
Exhibit A
Attachment 2
Page 1 of 1

Food and Agricultural Code of California

2282.5. (a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.

(b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars (\$5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:

- (1) The number of high-risk plant shipments entering each county.
- (2) The number of high-risk entry points in each county.
- (3) The number of state action quarantine pests intercepted or detected annually in each county.
- (4) The work hours expended by each county in conducting exclusion of high-risk pests.
- (5) The rate of interceptions and rejections per inspection activity.

(c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.

(d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

COUNTY HIGH RISK PEST EXCLUSION PROGRAM
ESTIMATED WORK PLAN GUIDELINES

Agreement No. 07-0392
Exhibit A
Attachment 3
Page 1 of 2

PROGRAM DEFINITIONS

High-Risk Shipments: are those where there exists a high degree of likelihood that one or more "A" or "Q" rated plant pests will be introduced into or spread within the State by movement or entry of the shipment. "A" and "Q" rated plant pests have been determined to have potential for causing severe damage to the State's agricultural industry, natural resources, or environment, and as such any shipment likely to harbor such pests is considered high-risk. All high-risk shipments are to be inspected. Non-high-risk parcels ("Flower of the Month Club" bulbs, bare-root nursery stock from areas which do not represent a serious quarantine risk, plant materials from California origin with nursery certification, etc.) moving through a "high-risk" facility may be monitored via profiling and inspected as time allows during the premise visit. These shipments will not be included as "high-risk" shipments inspected. High-risk shipments which should be inspected include such items as cut flowers and nursery stock from quarantine areas, any plant materials in unmarked parcels, and other plant material shipments which have a historical record of "A" and "Q" rated pest interceptions.

High-Risk Pathways: those facilities where high-risk shipments are regularly or frequently intercepted. The known high-risk pathways have been listed on the Estimate of High-Risk Pest Exclusion Activities, including U.S. Postal Distribution Centers, UPS (except local), Federal Express, Air Freight, Air Freight Forwarded, Truck Referrals (008a-Gypsy Moth, 008-Plants & 008-Other), Specialty Markets, Swap Meets, Post Entry Quarantine, and "Other" pathways identified in your work plans and approved by the Department.

Shipments Inspected: Shipments physically opened and examined. This is not packages or pots inspected. A shipment is one lot of plant material sent from one shipper to one receiver via one mode of transport.

Rejections: Number of state level rejection notices written. This does not include rejections of materials for failing to meet nursery standards of cleanliness, or materials rejected for B or C rated pests. Any time a live A or Q rated pest is found in a shipment a rejection notice should be issued.

Pest Interceptions: Number of "A" and "Q" pest interceptions. When more than one pest species is found in a single shipment, each different species is to be counted as an interception. Finding more than one pest of the same species does not equate to multiple interceptions.

U.S. Post Office: Postal distribution centers formerly known as sectional centers that sort mail sealed against inspection (first-class, priority, and express mail parcels).

United Parcel Service (except local service): Facilities which process parcels shipped via overnight or expedited service versus facilities that process only parcels moving locally.

Air Freight: Air cargo shipments inspected at the airport facility or at destination (see next item).

Air Freight/Forwarded: Shipments allowed to proceed to destination or another location for inspection within the same county or to another county and under a warning hold notice (blue tag) or by compliance agreement authorization.

Truck (008a): Shipments of historically high-risk household articles from historically high-risk areas that require inspection for gypsy moth.

Truck (008-Plants & 008-Other): High-risk shipments moving to destination under quarantine hold notice. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy winged sharpshooters.

Post-Entry Quarantine Inspections: These inspections include both site and plant inspections. A shipment should be recorded when plant material is inspected.

Other: This column is to be used to estimate the workload for any high-risk pathway not already listed on the form; these may include: pet stores or aquariums, express parcel carriers, sea freight forwarded or other special focus activities approved by the Department. Special focus activities are then to be described under "Special Focus Description".

ACCOUNTING GUIDELINES

Program cost estimates for high-risk exclusion activities conducted at optimal levels are to be estimated based upon the guidelines and definitions contained within the County Agricultural Commissioners' Annual Financial Statement Procedures Manual. This cost/hour figure is to be estimated from an average of the costs/hour for Fiscal Years 1999/2000, 2000/2001 and 2001/2002. A county may choose to use their established County Auditor approved hourly rate in lieu of the three-year average. This would be the rate charged an applicant for phytosanitary or other type of certification if such a rate is established.

PROGRAM GUIDELINES

1. All inspections of high-risk terminal points are to be conducted as close to optimal service levels as is fiscally possible.
2. Optimal service level inspections are those conducted during the sort time(s) or before the last critical dispatch(s) of the facility monitored.
3. All high-risk shipments are to be inspected. Shipments not presenting a high risk that are moving through a high-risk facility may be monitored and inspected as time permits, but should not be included as a program cost or counted as a measure under this work plan.
4. A shipment is any amount of agriculturally regulated product/packages/potted plants from one specific shipper, in one shipment, sent to one specific consignee.

OPTIMAL SERVICE LEVELS FOR PEST EXCLUSION TERMINAL INSPECTION FREQUENCY

FACILITY	OPTIMUM INSPECTION FREQUENCY
U.S. Postal Distribution Center, United Parcel Service & Federal Express	Daily during sort
Air Freight	Daily when appropriate after offloading
Truck Referrals (008) & (008a)	100 % of Referrals after offloading
Specialty Markets & Swap Meets	Monthly during normal county office hours
Post-Entry Quarantine	All Referrals – Four visits/year normal office hours



STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND
AGRICULTURE
1220 N Street, Room A-372
Sacramento, CA 95814

PEST EXCLUSION ADVISORY

NO. 36-99

Agreement No. 07-0392
Exhibit A4
Attachment
Page 1 of 1

DATE: October 18, 1999
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: Reminder - Uniform Inspection Protocol for Quarantine Inspections of Bee Shipments

The purpose of this advisory is to remind you that all bee shipments entering California will be sent under Quarantine Warning Notice (008) to the county of destination to be inspected for RIFA. This advisory outlines the uniform inspection protocol to be utilized when performing quarantine inspections on bee shipments at destination.

The uniform inspection protocol is as follows:

1. The inspection rate for bee shipments originating in RIFA-infested states (e.g., Texas, Florida, etc.) should be one hundred percent (100%). Inspections should be conducted during daylight hours. Bee colonies must be inspected and released (if negative for RIFA) prior to final placement in the field.
2. Bee shipments originating in states not known to be infested with RIFA (e.g., Oregon, Washington, etc.) should be inspected at a rate deemed necessary. The inspection rate may be determined by factors such as the origin of the shipment, and prior history and experiences with the beekeeper and bee broker.
3. Ideally, inspections should be performed as the bee colonies are being unloaded. The following inspection procedures should be utilized:
 - a. Visually scan the top and all four vertical sides of each hive body for ants.
 - b. Special attention should be paid to dirt clods associated with the shipment. Dirt clods should be broken open to reveal any ants within.
 - c. If the bee colonies are transported on pallets, the interior space between the pallet slats should be examined for dirt clods and debris.
 - d. Bee colonies on individual bottom boards should be carefully examined for rotted portions that might harbor ants.
4. Shipments found infested with live RIFA worker ants should be rejected and the shipment or infested colonies treated on site. All RIFA-infested bee shipments should be reported to the appropriate Pest Exclusion District Office as soon as possible.

Bee shipment inspections should be reported as "Truck Shipments" on the County Report 4 and as 008 referrals on County Report 4a. The number of colonies in a shipment will already be recorded on the 008. Bee shipment inspections may be differentiated from other truck shipments by listing their number in the "Comments" section of the County Report 4.

Additionally, it is advised that baiting be done in all areas where bee colonies from RIFA-infested states are placed. If you have any questions regarding this advisory, please contact Abel Valenzuela at (209) 445-5033 or avalenzuela@cdfa.org.

Prepared by: Stephen Brown

ESTIMATE OF HIGH-RISK PEST EXCLUSION ACTIVITIES

FISCAL YEAR 2007/2008

WORKPLAN BEEHIVE INSPECTION

Exhibit A
Attachment 5

County: Stanislaus

Cost per hour: \$60.73 (Regular Time)

Date: 5/08/07

Facility	No. of High-risk Facilities 07/08	Estimated Visits/Year 07/08	Estimated Hours/Visit 07/08	Estimated Hours/Year 07/08	Estimated Annual Cost 07/08
U S Post Office					
United Parcel Service (except local)					
Federal Express					
Air Freight					
Air Freight - Forwarded					
Gypsy Moth (008A)					
Florida/Southern States (008)					
Hawaii (008)					
Truck Referals (008 Plants)					
Truck Referals (008 Other)					
Beehives (008)	180	180	7.1515	1,287.27	\$78,176
Specialty Markets					
Swap Meets					
Post Entry Quarantine					
Other - Trade Shows					
Totals	180	180	7.1515	1,287.27	\$78,176
COMMENTS: Dollar amount reflects rounding to the nearest dollar.					

* INCLUDE NOTES ON REVERSE

Dollar amount reflects rounding to the nearest dollar.

Notes:

Breakdown of Hourly Rate: Regular time: \$12.15 Overhead + \$22.66 Benefits + \$25.92 Salary = \$60.73
Overtime: \$10.58 Overhead + \$3.44 Benefits + \$38.88 Salary = \$52.90

Agreement No. 07-0392
 Exhibit A
 Attachment 5
 Page 1 of 1

County:
 Date:

Type	Premise Visits	Shipments Inspected	NOR's	A/Q Pest Interceptions	Hours
CA Overnight					
DHL					
Federal Express					
Federal Express Ground					
US Post Office					
UPS					
Air Freight					
Air Freight - forwarded					
Gypsy Moth (008a)					
Southern States (008)					
Hawaii (008)					
Truck (008 Plants)					
Truck (008 Other)					
Beehives (008)					
Specialty Markets					
Swap Meets					
Post Entry					
Other					
Other					
Comments					

Agreement No. 07-0312
 Exhibit A
 Attachment 1 of 1
 Page 1

Agreement No. 07-0392
Exhibit A
Attachment 7
Page 1 of 1

SAMPLE INVOICE

(PLEASE SUBMIT ON YOUR COUNTY'S LETTERHEAD)

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
ATTN: DONNIE M. EREVEILLO, CONTRACT MANAGER
COUNTY HIGH RISK PEST EXCLUSION PROGRAM
1220 N STREET, ROOM A-372
SACRAMENTO, CA 95814**

2007/2008 HIGH RISK PEST EXCLUSION ACTIVITIES
BEE HIVE INSPECTIONS
CONTRACT # _____

INVOICE FOR THE PERIOD FROM _____ TO _____, 2007/2008

NEW ACTIVITY

ACTIVITY	HIGH-RISK
TOTAL HOURS	
COST PER HOUR	
TOTAL COST	

SIGNATURE OF COUNTY AGRICULTURAL COMMISSIONER

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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

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

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

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

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

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

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

ESTIMATE OF HIGH-RISK PEST EXCLUSION ACTIVITIES

FISCAL YEAR 2007/2008

WORKPLAN BEEHIVE INSPECTION

County: Stanislaus

Cost per hour: \$60.73 (Regular Time)

Date: 5/08/07

Facility	No. of High-risk Facilities 07/08	Estimated Visits/Year 07/08	Estimated Hours/Visit 07/08	Estimated Hours/Year 07/08	Estimated Annual Cost 07/08
U S Post Office					
United Parcel Service (except local)					
Federal Express					
Air Freight					
Air Freight - Forwarded					
Gypsy Moth (008A)					
Florida/Southern States (008)					
Hawaii (008)					
Truck Referals (008 Plants)					
Truck Referals (008 Other)					
Beehives (008)	180	180	7.1515	1,287.27	\$78,176
Specialty Markets					
Swap Meets					
Post Entry Quarantine					
Other - Trade Shows					
Totals	180	180	7.1515	1,287.27	\$78,176
COMMENTS: Dollar amount reflects rounding to the nearest dollar.					

* INCLUDE NOTES ON REVERSE

Dollar amount reflects rounding to the nearest dollar.

Notes:

Breakdown of Hourly Rate: Regular time: \$12.15 Overhead + \$22.66 Benefits + \$25.92 Salary = \$60.73
Overtime: \$10.58 Overhead + \$3.44 Benefits + \$38.88 Salary = \$52.90

Agreement No. 07-0392
 Exhibit B
 Attachment 1
 Page 1 of 1

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

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

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

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

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

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

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

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

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

3. **Agency Liability**

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

4. **Potential Subcontractors**

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

5. **Right To Terminate**

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

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

SUDDEN OAK
DEATH CONTRACT

AGREEMENT NUMBER 07-0453
REGISTRATION NUMBER 8570120727756

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF STANISLAUS

2. The term of this

Agreement is: July 1, 2007 Through June 30, 2008

3. The maximum amount

\$88,695.82

of this Agreement is:

Eighty Eight Thousand Six Hundred Ninety Five Dollars and Eighty Two Cents

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

Exhibit A – Scope of Work
Attachment

1 Page(s)
84 Page(s)

Exhibit B – Budget Detail and Payment Provision
Attachment

1 Page(s)
1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307

3 Pages

Check mark one item below as Exhibit D:

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

1 Page(s)

Exhibit D*-Special Terms and Conditions

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

5. Name of Program: SOD CDFA General

BY

Deidre McGrath 10/24/07

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF STANISLAUS

BY (Authorized Signature)

William O'Brien

DATE SIGNED)

11/6/07

PRINTED NAME AND TITLE OF PERSON SIGNING

WILLIAM O'BRIEN, CHAIRMAN OF THE BOARD OF SUPERVISORS

ADDRESS

3800 Cornucopia Way, Suite B, Modesto, CA 95358

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

Janice L. Price

DATE SIGNED

12/10/07

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General
Services Use Only

APPROVED

DEC 19 2007

DEPT OF GENERAL SERVICES

Exempt per: DGS Ltr 28.5

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

Cooperative agreement between the CDFA and regulated counties for the purpose of reimbursing the counties for costs incurred during statewide emergency response for the detection of Sudden Oak Death. Each county's work will include, as appropriate, Eradication, Trace-Forward/Trace-Back Investigation, Quarantine Enforcement, and Other (communication, training and administrative support).

2. The contract managers for this Agreement are:

FOR CDFA:		FOR CONTRACTOR:	
Name:	Carol Gentry	Name:	Dennis Gudgel
Section/Unit:	PHPPS/Pest Exclusion	Section/Unit:	Agricultural Commissioner
Address:	1220 N Street, Room A-316	Address:	3800 Cornucopia Way, Suite B
City/Zip:	Sacramento, CA 95814	City/Zip:	Modesto, CA 95358
Phone:	(916) 654-0317	Phone:	(209) 525-4730

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

Scope of Work

Sudden Oak Death Contract for Regulated Counties July 1, 2007-June 30, 2008 FY 2007/2008

Contractor agrees to provide the services described herein:

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

- Implement Federal Domestic Quarantine 7 CFR 301.92
- Conduct emergency response activities as a result of detections of *Phytophthora ramorum* in nurseries.

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

1. Eradication
2. Trace-Forward/Trace-Back Investigation
3. Quarantine Enforcement
4. Other (communication, training, administrative support)

1) Eradication

All detections of *P. ramorum* in production/wholesale nurseries in regulated counties must be eradicated following the procedures outlined in the USDA Confirmed Nursery Protocol (**Appendix A** or most recent version). Eradication activities include destruction, delimitation, and sanitation procedures, and trace forward and trace-back record auditing. Trace-forward procedures and eradication procedures at *P. ramorum* positive nurseries are outlined in Pest Exclusion Advisories 02-2006 and 05-2006 (**Appendix B and C** or most recent advisories).

2) Trace-Forward/Trace Back Investigation

Whenever *P. ramorum* is detected in a nursery, County Agricultural Commissioners will be supplied with trace-back records in an effort to determine the source of the infection. Trace-back activities include inspection of source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities such as issuing hold notices and submitting inspection results to Sacramento Pest Exclusion. Trace-forward procedures are outlined in Pest Exclusion Advisory 5-2006 (**Appendix C** or most recent advisory).

3) Quarantine Enforcement

The Federal Domestic Quarantine 7 CFR 301.92 (**Appendix D**) requires that all nurseries that ship plants interstate be inspected for symptoms of Sudden Oak Death (SOD) and, if shipping hosts and associated hosts, must be sampled and tested for *P. ramorum*. Regulatory activities associated with inspecting and

sampling include issuing hold notices, processing samples for submission to Plant Pest Diagnostics Laboratory through the Laboratory Reservation System (instructions contained in Pest Exclusion Advisory 33-2004, **Appendix E**) and entering data into PDR database.

Qualifying host shipping nurseries will be issued a compliance agreement to ship hosts and associated hosts interstate. Qualifying non-host shipping nurseries may be provided an informational document regarding their authorization to ship non-hosts interstate. All nursery information will be entered into the Nursery Inspection Survey Data System (NISDS). Instructions for entering nursery information are contained in Pest Exclusion Advisory 33-2004 (**Appendix E**).

On-going compliance inspections and record monitoring will be necessary for all nurseries under a compliance agreement, and on-going monitoring will be required for all nurseries authorized to ship non-hosts interstate.

4) Other (communication, training, and reporting)

County Agricultural Commissioners are responsible for providing training for their staff for all activities associated with eradication of *P. ramorum* and the enforcement of 7 CFR 301.92. County Agricultural Commissioners are responsible for public outreach at the local level, communicating the federal restrictions to industry members in their county, and must attend conference calls with CDFA Pest Exclusion staff to learn of policy decisions and changes.

County Agricultural Commissioners must report the following three items on a monthly basis to CDFA:

- a. Monthly Work Report (**Appendix F**)
- b. Itemized invoice on county letterhead (**Appendix G**)
- c. USDA/APHIS PPQ Tracking Log (**Appendix H**) for each nursery operating under a compliance agreement.

Submit to: The Department of Food and Agriculture
Attn: Carol Gentry
Pest Exclusion Branch
1220 N Street, Room A-372
Sacramento, CA 95814

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
July 1, 2007-June 30, 2008
FY 2007/2008**

Appendix A

USDA Confirmed Nursery Protocol



**United States Department of Agriculture
Animal and Plant Health Inspection Service
Plant Protection and Quarantine**



**Official Regulatory Protocol for Wholesale and Production Nurseries
Containing Plants Infected with *Phytophthora ramorum***

**Confirmed Nursery Protocol: Version 8.0
Revised: July 20, 2007**

**United States Department of Agriculture (USDA)
Animal Plant Health Inspection Service (APHIS)
Plant Protection and Quarantine (PPQ)**

**Center for Plant Health Science and Technology (CPHST)
Emergency and Domestic Programs (EDP)
Eastern Region (ER)
Western Region (WR)**

INTENDED USE

In February 2005, USDA Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) published an interim rule revising federal domestic regulations for *Phytophthora ramorum* (7 CFR 301.92). The complete text and other information may be found at the USDA APHIS PPQ web site:
http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/

Since the regulations were first published in 2002, *P. ramorum* has been detected in a significant number of nurseries. These detections prompted the need for a standard protocol for use by state and federal regulators to respond to finds of *P. ramorum* in nurseries. To ensure that there is consistency in responding to infestations of *P. ramorum*, this protocol describes the official activities performed within and around nurseries by USDA APHIS staff in cooperation with state agriculture regulatory officials.

The goal of this protocol is to ensure that any infestations of this serious pathogen are consistently and effectively addressed, mitigated, and eradicated. Cooperation by nursery management personnel is essential. Early detection and reporting of *P. ramorum* finds are critical to ensure that the infestation is contained and spread is minimized. The strategies employed in this protocol are consistent with those of the European Union, Canada, and other areas where eradication are being carried out with measures that ensure rapid suppression of infection, and which prevent the spread of the pathogen.

P. ramorum infestations in nurseries may be introduced via three critical pathways.

- The movement of infected plant material from one nursery to another;
- The natural environmental movement of spores from a nursery or infected wild plants to infect plants in a nursery;
- The transmission of the pathogen from non-plant pathways to plant material (e.g. the introduction of infested soil, water, growing media, equipment, etc.)

Other pathways are possible, but are not yet known.

Nurseries found with *P. ramorum* infestations more than once

P. ramorum infestations in nurseries may also be re-introduced by the above means, or the effort to eradicate the disease may fail. In the event that a nursery has *P. ramorum* detected on site after the initial release from the Emergency Action Notification (EAN) or state equivalent, it is necessary to implement additional measures to ensure that the risks associated with *P. ramorum* are properly mitigated. See **Appendix 11** for details of these additional measures.

GOAL

The goal of this protocol is to find and eradicate the pathogen in nurseries. Any interpretation of this protocol or its procedures that are not consistent with this goal is a misinterpretation of this protocol

DISCLAIMERS

FIELD GROWN STOCK: We have received comments that this protocol fails to adequately address situations found in nurseries with field grown stock. We recognize this limitation and leave it to field personnel to properly adapt this protocol to those situations when they occur until appropriate modifications can be incorporated.

RETAIL SITES: We recognize that we need a protocol for retail nurseries. Until that can be issued, regulatory officials must use this protocol and apply it to each situation.

CHALLENGES: *P. ramorum* is a microorganism. Thus it can be elusive and difficult to detect and difficult to eradicate. It can infect plants, infest media, soil and water and persist despite best intentions and best efforts. It can wash into nearby waterways and can be expected to do so and be present during eradication and monitoring procedures. Scientists continue to learn and report on basic biology and enhanced detection and eradication techniques. We continue to learn from science and our successes and failures and those will be reflected in updated protocols and regulations.

DEFINITIONS

- Associated plants:** Associated plants are those reported found naturally infected and from which *P. ramorum* has been cultured and/or detected using PCR (Polymerase Chain Reaction). For each of these, traditional Koch's postulates have not yet been completed or documented and reviewed. See Appendix 1.
- Biosecurity measures:** Actions taken to reduce or mitigate the potential introduction or spread of *Phytophthora ramorum* from one area or site to another area or site of a nursery. See Appendix 9.
- Compost pile:** A heap of mixture of decaying organic matter, as from leaves and manure, used to improve soil structure and provide nutrients.
- Cull pile:** An area where discarded plant material is deposited. Also known as a waste or trash pile.
- Delimitation survey:** A survey done to determine the extent of the infestation within a nursery site. The quarantine period begins when all delimitation sampling is completed.
- Destruction block:** Block of plants to be destroyed. Within a nursery, this is a contiguous block of HAP containing one or more plants known to be infected with *P. ramorum*. The block will be considered contiguous until there is a 2 meter break of either no plants or no HAP.
- Emergency Action Notification (EAN):** PPQ Form 523 or equivalent State document, is used to specify the regulatory actions to be taken within a nursery.
- Free from:** Without pests (or a specific pest) in numbers or quantities that can be detected by the application of phytosanitary procedures. (ISPM Pub. No. 10, 1999)
- HAP:** Host and associated host plants listed on the official APHIS List of Regulated Hosts and Plants Associated with *Phytophthora ramorum*.
- Hold block:** This term no longer in use; See Quarantine Block.
- Host plants:** Naturally infected plants verified with completion, documentation, review and acceptance of traditional Koch's postulates and listed in the "APHIS List of Regulated Hosts and Plants Associated with *Phytophthora ramorum*".

Infected plants:	Plants officially confirmed as being infected with <i>P. ramorum</i> , based on the use of APHIS approved diagnostics, and following the PASS system.
Nursery/Facility:	Any location where nursery stock is grown, propagated, stored, or sold; or any location from which nursery stock is distributed, including locations that grow trees to be sold without roots, such as Christmas trees.
Nursery block:	A contiguous grouping of plants separated by at least two meters from other contiguous groupings of plants.
Nursery site:	A geographically separate location of a Nursery/Facility that has a distinct physical address and appropriate biosecurity measures (See Appendix 9) to prevent the movement of <i>P. ramorum</i> between locations.
Nursery site quarantine:	This is a period of time during which host plants and associated plants shall not be moved within or out of the quarantine block (see Appendix 2). This quarantine period begins when the <u>Nursery Delimitation Survey is completed</u> and lasts for 90 days during which proscribed activities must occur. During the quarantine period, inspection, sampling, and testing must reveal no further detection of <i>P. ramorum</i> . Conducive conditions exist when climatic conditions match <u>optimum disease etiology and are likely to express disease symptoms 50% or more of the time.</u>
Nursery stock:	Any plants for planting, including houseplants, propagative material that are grown in a nursery and tree seedlings for reforestation.
Parallel quarantine:	A quarantine or regulation imposed by a State or local plant regulatory authority that is essentially the same as a federally promulgated quarantine. These regulations can be more restrictive for intrastate movement and internal controls.
PASS (Potentially Actionable Suspect Sample):	A presumptive positive <i>P. ramorum</i> sample diagnosed or identified by a provisionally approved laboratory or diagnostician with identification authority that would require confirmatory testing by an official APHIS Laboratory due to the nature of the plant sampled and the necessity for Federal confirmation. (For more information see: "PASS System Policy" at http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml)

- Presumptive positive:** A preliminary diagnostic test result from a laboratory indicating *P. ramorum* is present.
- Quarantine block:** Area identified as a 10 meter radius around the destruction block (see Appendix 2) designed to determine if *P. ramorum* has spread beyond the destruction block. (Use of Quarantine block is an adaptation from the definition: “An area in which a specific pest does not occur, or occurs at a low level and is officially controlled, that either encloses or is adjacent to an infested area, an infested place of production, a pest-free area, a pest-free place of production or a pest-free production site, and in which phytosanitary measures are taken to prevent spread of the pest.” [ISPM Pub. No. 10, 1999]).
- Quarantine period:** A minimum of 90 days that begins when the Nursery Delimitation Survey is completed and lasts until such time as both plant parts and climatic conditions conducive to disease expression have occurred. During the **quarantine period**, inspection, sampling, and testing must reveal no further detection of *P. ramorum*. Conducive conditions exist when climatic conditions match optimum disease etiology and are likely to express disease symptoms 50% or more of the time.
- Quarantine release survey:** This is the second quarantine period inspection that occurs near the end of the quarantine period. This survey includes visually inspecting all HAP genera within the nursery and sampling any unhealthy plant tissue, soil of destruction and quarantine block(s) and drainage or recirculated irrigation water, as per Appendices 4, 6 and 7, respectively. When the quarantine period is completed and all plant, soil and water samples taken are negative for *P. ramorum* the nursery can be released.
- Regulated area:** Any state, or portion of a state, in which only nurseries that ship HAP interstate are regulated to prevent the spread of *P. ramorum* and the only regulated article is nursery stock. These areas are detailed in the regulations posted at http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/
- SPHD:** The State Plant Health Director of a particular state. Lead APHIS contact in each state responsible for overseeing all Plant Protection and Quarantine activities in that state.
- SPRO:** The State Plant Regulatory Official in any given state’s department of agriculture. This is the person primarily responsible for plant health programs in that state. SPROs can be found listed at: www.nationalplantboard.org/member/index.html

TRIGGER EVENTS FOR USE OF PROTOCOL

This protocol shall be implemented by APHIS-PPQ and/or its State Plant Regulatory cooperators when the presence of *P. ramorum* has been confirmed in a nursery from samples collected as part of a trace forward survey*, trace back survey*, *P. ramorum* nursery survey*, or found by other means. Confirmed samples must have been diagnosed using a methodology approved by USDA, APHIS, PPQ and consistent with the Potentially Actionable Suspect Sample (PASS) protocol*.

*See http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/ for links with details on trace forward survey, trace back survey, *P. ramorum* nursery survey, and the PASS protocol.

AUTHORITIES

- For states with quarantines equivalent to the Federal regulation, State personnel will conduct specific actions required by the protocol, within and around the nursery, under State authority with Federal support.
- For States without quarantines for *P. ramorum* equivalent to the Federal regulations, specific actions required by this protocol within and around the nursery will be conducted under Federal authority, in cooperation with State personnel.

COMMUNICATE AND NOTIFY

Communicate suspect finds using the bullets below as soon as one of the following has occurred:

1. A positive PCR determination
 2. A culture that matches the morphology for *P. ramorum* (i.e. isolation of *P. ramorum*)
- Immediately notify the State Plant Health Director (SPHD) and the State Plant Regulatory Official (SPRO) of the State in which the nursery is located. The SPHD will notify the Regional Office and National Headquarters Office. See Appendix 3, Resource and Contact List.
 - SPHD's and SPRO's, shall notify facilities within their states that are impacted by the trace backs and trace forwards and provide a list of these facilities to their PPQ Regional offices. See "Conduct Investigations" Section.
 - Laboratories need to notify, the SPHD, and the SPRO, the Regional Office, National Program Manager, and the submitter. Ideally the SPRO should notify the owner of the nursery, but either the SPRO (if State authority is used) or the SPHD (if Federal authority is used) may notify the owner of the nursery.
 - The SPRO and SPHD will use state channels, including public affairs offices to make any public announcements, as necessary. The SPHD will ensure that the USDA APHIS Office of Legislative and Public Affairs is aware of any pending release, via the Regional Office and National Headquarters Office.

CONDUCT INVESTIGATIONS

Trace Forward Investigation:

Initiate trace forward investigations. Identify all domestic and international HAP shipments within the 12 months prior to the first positive detection of *P. ramorum* at the nursery as per the protocol. [NOTE: For shipments to Canada provide a list of all HAP genera shipped within the 12 months prior to the first positive detection of *P. ramorum* at the nursery.] This information on shipments needs to be gathered, processed, and forwarded to Regional Office within 10 working days. If requested or necessary, Smuggling Interdiction and Trade Compliance (SITC) or Investigative and Enforcement Services (IES) may be asked to assist in the information gathering, as appropriate. The Regional Offices will forward these domestic lists to the States that have received plants. Headquarters will inform international trading partners of shipments to their countries. The plants sent to the receiving States need to be inspected at the receiving nurseries.

Use the Trace Forward Protocol posted at
http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/

Trace Back Investigation:

Implement the current Trace Back Protocol present on the *Phytophthora ramorum* website located at
http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/

Nursery Sites:

Determine whether additional locations (nursery sites) are maintained by the same nursery personnel, or if HAP move to other sites or between sites.

- **Equipment:** Determine if equipment used at the site is shared with other nursery sites or field areas. Document any shared equipment utilization in different nursery sites or field areas. Equipment movement without appropriate biosecurity measures (See Appendix 9) between nursery sites requires that all nursery sites utilizing the equipment be included under this protocol.
- **Plants:** Determine if HAP move between sites. If so, than all sites receiving HAPs must be included under this protocol.

SECURE THE NURSERY

When the presence of *Phytophthora ramorum* has been confirmed in a nursery:

- All plants (including non-host plants) in the destruction block shall remain under regulatory control as per the Emergency Action Notification (EAN) or State equivalent document. All plants within the destruction block shall be cordoned off with no unauthorized access until delimitation survey is complete and all destruction block(s) is(are) defined.
- All HAP genera in the nursery are to be placed under regulatory control as per EAN. This action may also include any item that an inspector determines to present a risk of spreading *P. ramorum* within or from the nursery; and,
- A delimitation survey will take place on the nursery site as per this protocol; and,
- All HAP genera must be held until delimitation within the nursery is complete, that is, until the samples taken have diagnoses reported that allow release of blocks of HAP. This hold may also include “any other product or article that an inspector determines to present a risk of spreading *Phytophthora ramorum*, if an inspector notifies the person in possession of the product or article that it is subject to the restrictions in the regulations” (7CFR part 301.92-2) within the infested nursery site; and,
- Secure the cull pile until all testing is complete.
- Ensure that equipment used on nursery site is not moved from the site without proper disinfection.
- Any additional treatments and/or basic sanitary and precautionary measures shall be detailed on the EAN.
 - PPQ form 523, Emergency Action Notification will be used as the official Federal authorization of hold. The required treatments and/or basic sanitary and precautionary measures (e.g. bio-containment of suspected infected material, etc.) should be included in the PPQ form 523. If the State initiated action, then the appropriate State notification would be used. Stop Sales notices should be placed on the nursery by the appropriate State Regulatory Official.
- If any plants not on hold are showing symptoms consistent with diseases caused by *P. ramorum*:
 - These plants must be sampled and tested for the presence of *P. ramorum*.

SURVEY THE NURSERY AND PERIMETER

The goal of the survey is to locate *P. ramorum* in the nursery and perimeter. A detailed and thorough inspection should be conducted at the field level to determine the presence of *P. ramorum*. Samples should be collected from unhealthy looking plants, including any plants with any minute symptoms such as tiny leaf spots or brown leaf tips.

Delimiting Survey and Establishing Destruction and Quarantine Block(s):

- Inspect all plants held, for sale or propagation, of HAP genera in the nursery and decorative plants (permanent landscape plants within the nursery that are not for sale).
- Examine all HAP genera within 10 meters of the positive block(s) in the nursery as per Appendix 4. Sample any unhealthy tissue.
- All HAP genera within 10 meters of the positive block(s) shall be considered exposed to *Phytophthora ramorum* and shall be held for the quarantine period.
- Examine all plants within the nursery and sample any unhealthy plant tissue found.
- Samples must be analyzed using a methodology approved by APHIS (see Appendix 5).
- The destruction and quarantine block(s) is (are) established when diagnostic results from all delimiting samples have been reported. The 90 day quarantine period begins when the delimiting survey is complete.
- Establish destruction block(s) by flagging the perimeter of the block(s) of HAP containing one or more plants known to be infected with *P. ramorum*. The block is considered contiguous until there is a 2 meter break of either no plants or no HAP.
- Limit access to destruction block. Ensure that proper sanitation measures are applied (See Appendix 8).
- The HAP (note: not all plants nor all HAP genera) in the destruction block shall be destroyed in an appropriate manner (see Appendix 8)

Soil and Growing Media Sampling:

- Soil from within the destruction and quarantine block(s) must be sampled, and
- Growing media from non-HAP within the destruction block(s) and from all types of plants in the quarantine block(s) must be sampled, and
- Soil and growing medium from nursery blocks down slope from destruction and quarantine block(s) must also be sampled.
- Growing media from the plant potting area shall be sampled.

- Soil is the substrate underneath pots and growing medium is located within pots with the plants in the blocks.
- If reported positive, determine the content, origin, storage and handling of growing media used at the nursery site. See Appendix 6 for detailed soil and media sampling protocol. Keep soil samples separate from growing media samples.

Water Sampling:

Determine the source of water used at the nursery site and where drainage water flows. Note the type of irrigation system(s) in use, areas of standing water and any safeguards against water back flow in the irrigation system, as well as any water treatment practices if recirculated water is used. Water is to be sampled; See Appendix 7 for detailed water sampling protocol. Water sampling is not required for irrigation water from municipal water facilities that treat their water prior to release, but any retention pond or area where water collects at the nursery site must be sampled.

Cull Pile Sampling:

Record the location of any cull piles as these may be contaminated with infected plant material or associated soil and/or growing media. Check any cull piles for *P. ramorum* symptomatic plants and plant material and sample if observed. Determine how the nursery disposes of culled plant material. Sample and test soil at the down slope edge of the cull pile for the presence of *P. ramorum*.

Compost Pile Sampling:

Record the location of any compost piles as these may be contaminated with infected plant material or associated soil and/or growing media. Check any compost piles for *P. ramorum* symptomatic plants and plant material and sample if observed. Determine how the nursery disposes of composted plant material. Sample and test soil at the down slope edge of the compost pile for the presence of *P. ramorum*.

Perimeter Survey:

The purpose of the perimeter survey is twofold: (1) to ensure that *P. ramorum* has not spread from the infested nursery to the surrounding environment and (2) to verify that the infection in the nursery did not originate in the surrounding environment. Conduct a survey concentrating on plants of all HAP genera located within 100-meters of the infested nursery for symptoms of disease caused by *P. ramorum*. Sample all plants with suspicious symptoms. Samples must be labeled and sent to a laboratory for testing using a method approved by APHIS (see Appendix 5). Detection of *P. ramorum* in the perimeter may be indicative of a more widespread infestation. In this case, notify your PPQ Regional Office immediately as further regulatory actions may be required depending on the quarantine status of the area.

DISINFEST THE NURSERY

Plant Destruction:

Where a *P. ramorum* infected plant(s) is found, all HAP and plant parts within a destruction block will be removed and destroyed using one or more of the techniques detailed in Appendix 8.

Debris Removal:

All plant debris including growth medium, leaves, stems, flowers, roots, and any other plant parts found within the destruction block will be removed and destroyed using one or more of the techniques detailed in Appendix 8.

Cull Pile Treatment:

If any plants, plant material, growing media or soil from a cull pile is positive for *P. ramorum*, all material in the cull pile shall be properly disposed. See Appendix 8 for recommended destruction/disinfestation options.

Compost Pile Treatment:

If any plants, plant material, growing media or soil from a compost pile is positive for *P. ramorum*, all material in the compost pile shall be properly disposed. See Appendix 8 for recommended destruction/disinfestation options.

Non-porous Surfaces:

Non-porous surfaces will be disinfested. See Appendix 8 for recommended disinfestation options.

Water Treatment:

If water tests positive for *P. ramorum*, treatment is required (see Appendix 8 for recommended disinfestation options) and an additional delimitation of the nursery must be completed. For nurseries with established quarantine block(s) undergoing a 90 day quarantine period, the 90 day quarantine period re-starts after the second delimiting survey is completed. Also, plants and growing media that may have been irrigated with infested water must also be resampled and retested within the new 90 day quarantine period.

Soil and Growing Media Treatment:

If soil, growing media or plant debris in a destruction or quarantine block test positive, soil treatment is required. The destruction block is the most likely area of soil or growing media infestation (underneath and around the diseased plants, and in containerized stock) and the most likely area where reinfestation of new host material would occur. See Appendix 8 for recommended destruction/ disinfestation options.

Equipment and Personnel:

See Appendix 8 for recommended disinfestation options.

Biosecurity Measures:

Biosecurity measures are designed to minimize the risk of introduction or, spread and survival of the pathogen in a nursery. See Appendix 9 for recommended biosecurity measures.

NINETY (90) DAY QUARANTINE ACTIVITIES

These concurrent activities follow completion of the delimiting survey:

- Any non-HAP that were present in a destruction block will be held in place, or moved under official supervision to a safeguarded area with a non-porous surface, during the quarantine period and be subject to the same conditions as the HAP in the quarantine block(s).
- For nurseries with HAP genera in the quarantine block(s) (see Appendix 2), these HAP genera shall not be moved within or out of the quarantine block(s) during the quarantine period. This quarantine period begins when the delimiting survey is completed (i.e. the last sample is taken and an EAN is issued) and lasts until such time as both plant parts and climatic conditions conducive to disease expression have occurred for at least 90 days. If the quarantine period (90 days) does not include climatic conditions conducive for disease development then the quarantine period shall be extended to an appropriate length to include conducive climatic conditions for a total of 90 days. During the quarantine period, inspection, sampling, and testing must reveal no further detection of *P. ramorum*.
- During the 90 day quarantine period within the 10 meter quarantine block(s):
 - No fungicides registered for *Phytophthora* control shall be applied.
 - Regulatory officials will visually inspect plants a minimum of two times, once about half-way through the anticipated quarantine period and once near enough to the end to have test results coincide with the end of the quarantine period, according to the protocol detailed in Appendix 4. This second visual inspection in the quarantine block(s) can be done at the same time as the quarantine release survey as described below.
 - Regulatory officials will collect water, soil, and media samples and test during the quarantine period according to the protocols detailed in Appendices 6 and 7.

If found positive:

- If a plant sample tests positive for *P. ramorum*, the destruction block(s) and 10 meter quarantine block(s) shall be redefined via sampling and the quarantine period reset.
- If water, soil, and/or media samples tested positive for *P. ramorum* during the delimiting survey, it must be treated per Appendix 8. Once successfully treated, samples of the infested water, soil, and/or media material will be taken and tested during each of the two quarantine period nursery inspections per the protocols detailed in Appendices 6 and 7.
- If irrigation water is found to be positive, then any portion of the nursery that has been irrigated with the *P. ramorum* infested water shall be placed on hold and the irrigated area re-delimited.

- If a soil sample is found to be positive, the soil shall be treated, then any plants in the block with the infested soil are placed on hold and the area re-delimited.
- The growing media in the potting shed must be tested. Any positives for *P. ramorum* from the media in the shed confer with the Regional Program Manager.
- **A quarantine release survey of the entire nursery must be completed near the end of the 90 day quarantine period.** This survey includes visually inspecting all HAP genera within the nursery and sampling any unhealthy plant tissue, soil of destruction and quarantine block(s) and drainage or recirculated irrigation water. When the quarantine period is completed and all plant, soil and water samples taken are negative for *P. ramorum* the nursery can be released.

RELEASE THE NURSERY

Nurseries and their plants that have been placed under regulatory control may be released from regulatory control by USDA-APHIS or its designated authority after the quarantine period if the following three conditions are met:

- There are no additional detections of *P. ramorum* in nursery stock based on USDA APHIS approved plant inspection, sampling and testing protocols for the preceding quarantine period; and
- Water, soil and growing media have also tested negative for *P. ramorum* based on USDA APHIS approved sampling and testing protocols for the preceding quarantine period; and
- The quarantine release survey is negative for *P. ramorum*.

Alternative Release Strategy:

A nursery may avoid a quarantine period, through a voluntary management decision, by:

- Destroying everything (all plants, pots, media, etc.) in the destruction block(s); and
- Destroying the HAP genera and plant parts in the quarantine block(s); and
- Visually inspecting all HAP genera within the nursery and sampling and testing any unhealthy plant tissue, soil of destruction and quarantine block(s) and drainage or recirculated irrigation water, as per Appendices 4, 6 and 7, respectively. If plant, soil and water samples taken are negative for *P. ramorum* the nursery can be released., and
- Revisit the nursery after approximately 90 days of conducive conditions and conduct at least a nation-wide survey level inspection to include sampling of the soil in the destruction block.

POST ERADICATION MONITORING

Nurseries that have been infested will continue to be monitored when disease expression is anticipated for the following two years at the nursery survey protocol levels. These nurseries are not under any quarantine or regulatory action, unless there are additional detections.

CONFIRMED NURSERY PROTOCOL FLOWCHART

A flow chart of these protocols is shown in Appendix 10.

APPENDIX 1

APHIS List of Regulated Hosts and Plants Associated with *Phytophthora ramorum*
 Revised: February 27, 2007

This list is continually being updated. A current version can be found at
http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/

Proven Hosts Regulated for *Phytophthora ramorum*

Scientific Name (45)	Common Name(s)	Notes
<i>Acer macrophyllum</i>	Bigleaf maple	
<i>Acer pseudoplatanus</i>	Planetree maple	
<i>Adiantum aleuticum</i>	Western maidenhair fern	
<i>Adiantum jordanii</i>	California maidenhair fern	
<i>Aesculus californica</i>	California buckeye	
<i>Aesculus hippocastanum</i>	Horse chestnut	
<i>Arbutus menziesii</i>	Madrone	
<i>Arctostaphylos manzanita</i>	Manzanita	
<i>Calluna vulgaris</i>	Scotch heather	
<i>Camellia spp.</i>	Camellia - all species, hybrids and cultivars	
<i>Castanea sativa</i>	Sweet chestnut	
<i>Fagus sylvatica</i>	European beech	
<i>Frangula californica</i> (≡ <i>Rhamnus californica</i>)	California coffeeberry	
<i>Frangula purshiana</i> (≡ <i>Rhamnus purshiana</i>)	Cascara	
<i>Fraxinus excelsior</i>	European ash	
<i>Griselinia littoralis</i>	Griselinia	
<i>Hamamelis virginiana</i>	Witch hazel	
<i>Heteromeles arbutifolia</i>	Toyon	
<i>Kalmia spp.</i>	Mountain laurel - all species, hybrids and cultivars	
<i>Lithocarpus densiflorus</i>	Tanoak	
<i>Lonicera hispidula</i>	California honeysuckle	
<i>Laurus nobilis</i>	Bay laurel	
<i>Maianthemum racemosum</i> (≡ <i>Smilacina racemosa</i>)	False Solomon's seal	
<i>Michelia doltsopa</i>	Michelia	
<i>Parrotia persica</i>	Persian ironwood	

<i>Photinia fraseri</i>	Red tip photinia	
<i>Pieris spp.</i>	Andromeda, Pieris - all species, hybrids and cultivars	
<i>Pseudotsuga menziesii</i> var. <i>menziesii</i> & all nursery grown <i>P. menziesii</i>	Douglas fir	
<i>Quercus agrifolia</i>	Coast live oak	
<i>Quercus cerris</i>	European turkey oak	
<i>Quercus chrysolepis</i>	Canyon live oak	
<i>Quercus falcata</i>	Southern red oak	
<i>Quercus ilex</i>	Holm oak	
<i>Quercus kelloggii</i>	California black oak	
<i>Quercus parvula</i> var. <i>shrevei</i> & all nursery grown <i>Q. parvula</i>	Shreve's oak	
<i>Rhododendron spp.</i>	Rhododendron (including azalea) – all species, hybrids and cultivars	
<i>Rosa gymnocarpa</i>	Wood rose	
<i>Salix caprea</i>	Goat willow	
<i>Sequoia sempervirens</i>	Coast redwood	
<i>Syringa vulgaris</i>	Lilac	
<i>Taxus baccata</i>	European yew	
<i>Trientalis latifolia</i>	Western starflower	
<i>Umbellularia californica</i>	California bay laurel, pepperwood, Oregon myrtle	
<i>Vaccinium ovatum</i>	Evergreen huckleberry	
<i>Viburnum spp.</i>	Viburnum – all species, hybrids and cultivars	

Plants Associated with *Phytophthora ramorum*

(These are regulated only as nursery stock)

Scientific Name (62)	Common Name, Date & Source of Report	Notes
<i>Abies concolor</i>	White fir – Oct 05 (1)	
<i>Abies grandis</i>	Grand fir – June 03 (1)	
<i>Abies magnifica</i>	Red fir – Jan 06 (7)	
<i>Acer circinatum</i>	Vine maple – Feb 06 (5)	
<i>Acer davidii</i>	Striped bark maple – Jan 06 (9)	
<i>Acer laevigatum</i>	Evergreen Maple – Aug 05 (3)	
<i>Arbutus unedo</i>	Strawberry tree – Dec 02 (7)	
<i>Arctostaphylos columbiana</i>	Manzanita – Feb 06 (5)	
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick, bearberry – Jan 07 (10)	Newly reported species found in Washington
<i>Ardisia japonica</i>	Ardisia – Jan 06 (9)	
<i>Calycanthus occidentalis</i>	Spicebush – May 05 (5)	
<i>Castanopsis orthacantha</i>	Castanopsis - Aug 06 (3)	
<i>Ceanothus thyrsiflorus</i>	Blueblossom – April 06 (5)	
<i>Cinnamomum camphora</i>	Camphor tree – May 06 (3)	
<i>Clintonia andrewsiana</i>	Andrew's clintonia bead lily – May 04 (5)	
<i>Cornus kousa x Cornus capitata</i>	Cornus Norman Haddon – Aug 06 (3)	
<i>Corylus cornuta</i>	California hazelnut – Dec 02 (5)	
<i>Distylium myricoides</i>	Myrtle-leaved Distylium – Jul 06 (9)	
<i>Drimys winteri</i>	Winter's bark – July 04 (3)	
<i>Dryopteris arguta</i>	California wood fern – May 04 (5)	
<i>Eucalyptus haemastoma</i>	Scribbly gum – Aug 06 (3)	
<i>Euonymus kiautschovicus</i>	Spreading euonymus – Jan 06 (9)	
<i>Fraxinus latifolia</i>	Oregon ash – Aug 05 (5)	
<i>Gaultheria shallon</i>	Salal, Oregon wintergreen – Jan 06 (9)	
<i>Hamamelis x intermedia</i> (<i>H. mollis</i> & <i>H. japonica</i>)	Hybrid witchhazel – Jan 06 (9)	
<i>Hamamelis mollis</i>	Chinese witchhazel – Jan 05 (3)	
<i>Ilex purpurea</i>	Oriental holly – Jul 06 (9)	

<i>Kalmia angustifolia</i>	Sheep laurel – May 06 (3)	
<i>Leucothoe axillaris</i>	Fetterbush, dog hobble – Jan 06 (9)	
<i>Leucothoe fontanesiana</i>	Drooping leucothoe - Oct 03 (3)	
<i>Loropetalum chinense</i>	Loropetalum – Jul 06 (9)	
<i>Manglietia insignis</i>	Red lotus tree – Aug 06 (9)	
<i>Magnolia grandiflora</i>	Southern magnolia – Jan 06 (9)	
<i>Magnolia stellata</i>	Star magnolia – Jan 05 (3)	
<i>Magnolia x loebneri</i>	Loebner magnolia – Jan 05 (3)	
<i>Magnolia x soulangeana</i>	Saucer magnolia – Jan 05 (3)	
<i>Michelia maudiae</i>	Michelia – Jan 06 (9)	
<i>Michelia wilsonii</i>	Michelia – Jan 06 (9)	
<i>Nerium oleander</i>	Oleander – June 06 (1)	
<i>Nothofagus obliqua</i>	Roble beech – Dec 04 (3)	
<i>Osmanthus decorus</i> (≡ <i>Phillyrea decora</i> ; ≡ <i>P. vilmoriniana</i>)	Osmanthus – Jan 06 (9)	
<i>Osmanthus delavayi</i>	Delavay Osmanthus, Delavay tea olive – Jan 07 (10)	Newly reported species found in Washington
<i>Osmanthus fragrans</i>	Sweet olive – June 06 (1)	
<i>Osmanthus heterophyllus</i>	Holly olive – June 06 (1)	
<i>Osmorhiza berteroi</i>	Sweet Cicely – Aug 05 (5)	
<i>Parakmeria lotungensis</i>	Eastern joy lotus tree – Jul 06 (9)	
<i>Pittosporum undulatum</i>	Victorian box – Dec 02 (6)	
<i>Prunus lusitanica</i>	Portuguese laurel cherry – Jan 06 (9)	
<i>Prunus laurocerasus</i>	English laurel, cherry laurel – Jan 07 (10)	Newly reported species found in Washington
<i>Pyracantha koidzumii</i>	Formosa firethorn – Apr 04 (9)	
<i>Quercus acuta</i>	Japanese evergreen oak – May 06 (3)	
<i>Quercus petraea</i>	Sessile oak – Aug 05 (3)	
<i>Quercus rubra</i>	Northern red oak – Nov 03 (8)	
<i>Rosa</i> (specific cultivars) Royal Bonica (tagged: “MEImodac”) Pink Meidiland (tagged:	Hybrid roses – Jan 06 (9)	

“MEIpoque” Pink Sevillana (tagged: “MEIgeroka”)		
<i>Rosa rugosa</i>	Rugosa rose – Jan 06 (9)	
<i>Rubus spectabilis</i>	Salmonberry – Dec 02 (4)	
<i>Schima wallichii</i>	Chinese guger tree, needlewood – Nov 06 (3)	New genus - Reported found in the UK
<i>Taxus brevifolia</i>	Pacific yew – May 03 (5)	
<i>Taxus x media</i>	Yew – June 05 (8)	
<i>Torreya californica</i>	California nutmeg – Aug 05 (5)	
<i>Toxicodendron diversilobum</i>	Poison oak – Dec 02 (4)	
<i>Vancouveria planipetala</i>	Redwood ivy – Aug05 (5)	

- ¹ California Department of Food and Agriculture, Sacramento, CA
- ² Oregon Department of Agriculture. Salem, OR
- ³ Department for Environment, Food and Rural Affairs, UK
- ⁴ Everett Hanson, Oregon State University, Corvallis, OR
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- ⁸ Plant Protection Service, Wageningen, Netherlands
- ⁹ Canadian Food Inspection Agency, Ottawa, Ontario, Canada
- ¹⁰ Washington State Department of Agriculture, Olympia, WA

Rationale for Lists:

Host Plants Regulated for *Phytophthora ramorum*:

Naturally infected associated plants are deemed host plants regulated for *P. ramorum* upon completion, documentation, review and acceptance of traditional Koch's postulates. Details on regulated plants and articles can be found via links to "Phytophthora ramorum 7 CFR 301.92" and "Recent Modifications to Phytophthora ramorum Regulations" at:
http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/

The plants listed in the original Interim Rule dated 14 February 2002 were adapted from a review and evaluation of lists of regulated plants from other regulatory agencies.

Plants Associated with *Phytophthora ramorum*:

Plants associated with *P. ramorum* are naturally infected plants and from which *P. ramorum* has been cultured and/or detected using PCR (Polymerase Chain Reaction). Traditional Koch's postulates have not yet been completed nor documented and reviewed for each of these associated plants. These reports must be documented and reviewed by PPQ before they will be listed.

Regulation at the genus level:

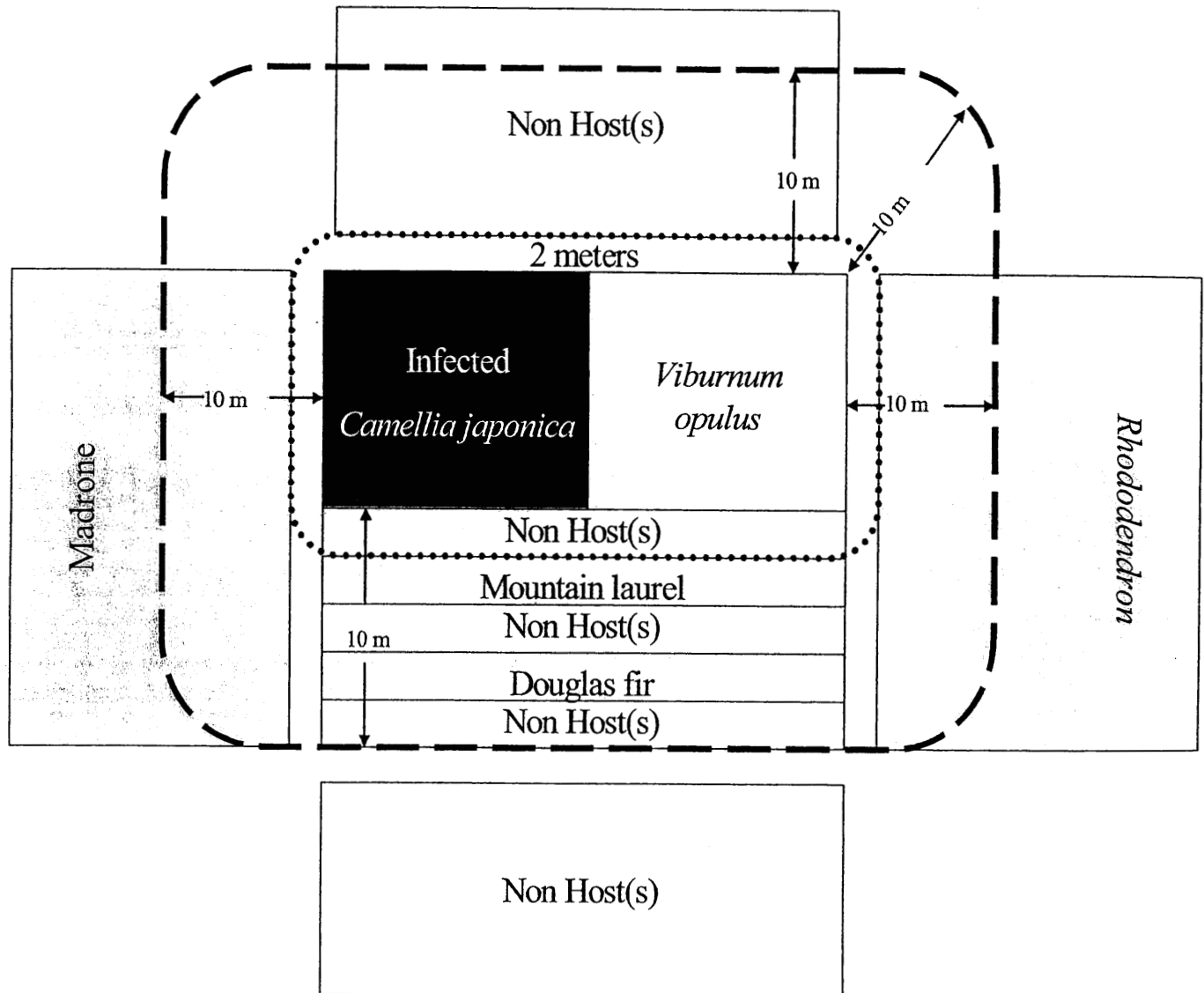
Plants included in either of the above lists may be regulated at the genus level. This will ensure appropriate and effective inspection in quarantine areas, regulated nurseries, and regulated articles to mitigate the spread of *P. ramorum*. Examples are when the number of individual species, hybrids, or cultivars listed or to be listed is determined to hinder appropriate and effective inspection or regulation; or when sufficient numbers of member species of a genus are known susceptible to the disease causing organism, all members of that genus have a demonstrable risk of spreading that disease. Thus, to prevent the spread of disease, all members of that genus will be treated the same in our regulation.



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APPENDIX 2

Schematic of Wholesale/Production Nursery with Infected Host Plant(s)
 Revised: August 31, 2006



- 
Destruction Block
 Action: Destroy *Camellia japonica* and *Viburnum opulus*. Hold and monitor all non-hosts.
- 
Quarantine Block
 Action: Hold and monitor all Mountain laurel and Douglas fir, as well as some Madrone and Rhododendron.

APPENDIX 3

Resource and Contact List Revised: May 2007

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APPENDIX 4

Delimiting Survey Protocol

Delimiting Survey Protocol to Detect *Phytophthora ramorum*
In Plants at Confirmed Nurseries
Revised: July 19, 2007

Objective:

The objective of this document is to provide guidelines for the delimiting survey in nurseries where the regulated pathogen, *Phytophthora ramorum* has been confirmed. This survey method is designed using the best available scientific principles to determine apparent freedom from *P. ramorum* in nursery plants. In order to achieve this freedom from *P. ramorum*, accurate and successful inspection of HAP (genera for wholesale/production) must be accomplished at an appropriate confidence level to ensure detection of disease.

Sampling method:

The goal is targeted sampling of plant tissue to determine the presence of *P. ramorum* with a 95% confidence of finding the disease at a very low level (0.5% of plants are infected with *P. ramorum*) by inspecting a minimum of 850 HAP plants in each block (or all the plants if there are less than 850). A physical sample of the inspected plant is only to be taken if unhealthy plant tissue is present. Do not sample asymptomatic plants.

- Inspector should contact the nursery manager to set up the inspection and find out approximately how many HAP are present in each nursery block (i.e. a nursery map).
- These visually inspected plants should be chosen at random, but if certain areas of the block contain plants exhibiting unhealthy tissue or are more prone to disease development (such as low areas where water might puddle or places where mist or fog persists) these areas should be included in the sampling process.
- Disposable rubber gloves and tyvek booties should be worn and should be changed or disinfested using 10% bleach solution or a quaternary ammonium solution (at the labeled rate) between each block. Additionally, waterproof raingear and rubber boots may be used and disinfested between each block. Washtubs with ~ 1/2 inch of disinfectant to step in for booties and 3 inches in buckets to dip gloved hands should be sufficient.
- To visually inspect a plant, carefully lift the plant from surrounding plants, if possible, and carefully examine all plant leaves and stems for unhealthy tissue particularly for the presence of water-soaked or necrotic lesions consistent with *P. ramorum* infection, however all unhealthy tissue should be considered suspect. Take care to examine the leaves on the interior as they may exist in a microclimate more conducive to disease development and may be more likely to have disease symptoms. Be sure to properly disinfest booties and gloves between all nursery blocks. Because this is a confirmed nursery, proper use of sanitation is

imperative to reduce the potential for pathogen transport from an infested part of the nursery to an un-infested nursery block.

- Sample plant tissue from any and all visually inspected plants that appear unhealthy. Each sample should consist of a minimum of five leaves; for *Vaccinium* and other small leaf hosts collect the terminal last 3 inches of branch tips, if present, from each unhealthy plant. If, however, only one leaf is unhealthy include only the one leaf with lesions. Examine any other leaves on the plant for the presence of lesions, because chances are much smaller lesions may be present on other leaves of the same plant.
- Samples should be placed in a re-sealable leak proof plastic bag labeled with the appropriate nursery designation and sample number. Samples should be double-bagged in an additional re-sealable leak proof plastic bag with a completed PPQ391 form for each sample submitted.
- Keep the samples cool by placing them in a cooler (around 3° – 6° C or 37 – 43 F).
- Overnight mail or deliver the sample to the laboratory as soon as possible to preserve freshness.
- All samples must be analyzed following the APHIS diagnostic protocols.
- Continue inspecting 850 plants in each block that contains HAP (genera for wholesale/production).
- Examine all HAP (genera for wholesale/production) in cull piles for the presence of tissue symptomatic for *P. ramorum* and take symptomatic tissue from any and all plants with symptoms.

APPENDIX 5

Diagnostics

Revised: April 2007

Samples must be analyzed using a methodology approved by APHIS. See techniques posted at:
http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/

APPENDIX 6

Soil and Growing Medium Sampling and Testing Protocol

Revised: July 19, 2007

See http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/ for latest approved protocol.

Soil and Growing Media Sampling:

- Infested soil or growing media will look exactly the same as un-infested soil or growing media. Therefore all soil and media must be handled carefully. All tools used to collect soil or media samples must be disinfected with 10% bleach solution, quaternary ammonium solution or flame-sterilized with a propane torch between blocks. All soil and organic material should be removed from the tools prior to disinfection. Care should also be taken not to transfer soil or growing media from one block to the next on shoes or clothing. All sampling equipment should be cleaned and disinfected prior to entering a new nursery block. Care must be taken to ensure that un-infested soil or growing media is not contaminated by infested soil or growing media. If the areas of soil/media infestation are known or suspected sample these quarantine block and work toward the destruction block(s).

Preparing for sampling:

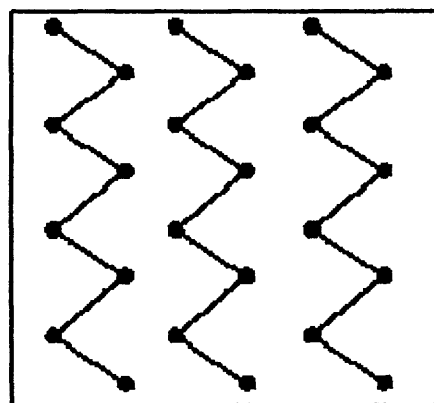
- Soil and growing media samples should be collected as composite samples. Composite samples of growing media should be kept separate from soil samples. A composite sample consists of a mixture of sub-samples. Sub-samples (See Figure 1) are small amounts of soil (or media) removed from the ground (or pot) and added together to form a composite sample. The use of sub-sampling increases the chances of finding *P. ramorum* if it is present. Samples should contain a maximum of 500-ml (volume) of soil and/or growing media (1/2 of a quart-size Ziploc bag). The number of composite samples collected will depend upon the size of the nursery block being sampled (see Table 1). There should be at least two samples, one for growing media and one for soil, unless all plants and associated growing media were destroyed or the plants are not on soil (e.g. on concrete or asphalt). If the surface of soil is covered with gravel take sub-samples from the soil beneath the gravel. If water permeable weed block is present, either covered with gravel or under gravel, the weed block should be removed prior to soil sampling.

Table 1: Number of composite samples collected based on nursery block size.

Size of Treated Site (acres)	Sq Ft	No. of Soil and Growing Media Samples Collected (total)
0.00 < n < 0.25	n < 10,890	5 (10)
0.25 < n < 0.5	10,890 < n < 1,780	10 (20)
0.50 < n < 1.0	21,780 < n < 3,560	20 (40)
n > 1.0	n > 43,560	30 (60)

- Each composite sample will consist of at least five sub-samples collected from soil or growing media within the targeted area. While five is a minimum, it is preferable to take 24 sub-samples of soil or growing media for each sample, provided the area is large enough (for soil samples) and enough plants are present (for growing media samples). Sub-samples should be collected according the pattern in the diagram below (Figure 1). Alternatively, if fallen leaves or other debris from the infected plants are present; sub-sampling may be targeted towards those areas. The location of each composite sample should be maintained (preferably by GPS but at least by flagging) in case follow-up treatment of the soil or growing media for *P. ramorum* is required. Composite samples may also be collected from neighboring blocks of un-infested plants using the same steps. If you are collecting from blocks of un-infested plants, collect the composite soil/growing media samples from these blocks first to minimize the risk of contaminating un-infested soil/growing media. If all potentially-infested growing media has been destroyed with the infected plants, collect composite samples from the remaining host plants within 2- to 10-m of the originally infected plants that have been placed on hold. Preferentially target the growing media of those plants that are downslope (e.g., based on watering patterns) of the originally infected plants.

Figure 1: Recommended pattern for collection of sub-samples for composite soil and/or growing media samples.



Soil Baiting

It is possible to follow the below procedure and not successfully bait and culture Pr. This may be due to Pr not being present, but may be due to dormancy of Pr. To address this dormancy potential and to better enable the diagnostician to detect Pr when present, mix the soil well and split the soil samples when they arrive in the laboratory. Once the samples are well mixed and split, place one of the split sample halves into cold storage at approximately 4 degrees C for 2 months. Bring samples out from cold room after two months have passed, leave samples at room temperature for two days and repeat soil baiting process. This baiting can be done in conjunction with the final baiting required for the quarantine release survey. The samples should be processed as shown below.

To prepare soil bait, briefly soak the pears (select unripe green pears) or Rhododendron leaves in a mild detergent solution to remove any pesticide residues. Rinse the baits well and drain.

Leaving the soil in the Ziploc bag, add enough sterile deionized water to saturate and cover soil with about 2.5 cm (1") of water. Do not mix the soil and water.

Use two pears or leaves per soil sample. With a black sharpie pen, label one side of the pears or leaves with the soil sample number and date processed. The USDA Forest Service recommends the following bait selection criteria in *Stream Baiting Protocol: 2007 National Phytophthora ramorum Early Detection Survey of Forests*, issued March 20, 2007. See <http://fhm.fs.fed.us/sp/sod/sod.shtm> for latest approved protocol.

Bait Selection

- Use leaves from a population of native or naturalized rhododendrons, if possible. The population should be sufficiently large to supply needed leaves for the survey duration.
- Variation in Pr susceptibility among rhododendron species/cultivars in laboratory inoculation has been published, but field and lab studies have shown that leaves of common native and naturalized species perform acceptably as Pr bait.
- Leaf size can vary considerably among species and cultivars. If bait leaves are quite small (8 cm x 3 cm at the widest point or smaller), use 2 leaves in each pocket of the bait bag.
- If the source of leaves is nursery-grown or naturalized landscape plants, ensure that they have been free of fungicides and other pesticides for a minimum of 6 weeks before using as bait.

- Source plants should be mostly free of dieback and leaf symptoms. Use 1 year-old leaves as free as possible from leaf symptoms (spots, blight, chlorosis), insect damage, and mechanical damage. Do not use newly formed, succulent leaves. Leaves formed in the present year may be used after full leaf expansion and a period of hardening in summer.
- Bait leaves wrapped in paper towels moistened with chlorinated tap or sterile water and sealed in a plastic bag may be stored refrigerated for up to 1 week before use. Do not use well water or stream water for stored leaves.

Carefully push each pear or leaf into the wet soil and water until the bait is immersed halfway. Leave the labeled side of the bait out of the water. Seal the Ziploc bag and leave bait in the soil/water mixture for at least 48- hr at room temperature.

After 48-hr, remove the baits and wash off any clinging soil into Ziploc bag. Set the bait on a moistened paper towel in a sealed container at room temperature for 7-d to let any potential disease symptoms develop. The soil/water mixture must be autoclaved before disposal.

Examine the bait daily for developing symptoms. Pears infected with *P. ramorum* will display lesions that are round, brown, somewhat leathery in texture, with undefined edges. Colorless, watery, and/or soft lesions are generally caused by other pathogens (especially *Pythium* spp.).

Rhododendron leaves that have become infected with *P. ramorum* will exhibit 'diffuse' leaf spots usually with the midvein most affected.

Under the laminar flow hood, cut eight to 10 pieces of pear or leaf from the edge of the developing lesion or leaf spot and insert into the PARP medium. Write the sample number and date processed on the underside of the Petri dish. Seal the dish with parafilm and incubate and treat as described in the USDA approved *Guidelines for Isolation by Culture and Morphological Identification of Phytophthora ramorum* at http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml

APPENDIX 7

Water Sampling Protocol

Revised: April 2007

See http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/ for latest approved protocol.

Phytophthora ramorum is an oomycete, belonging to the group that includes *Pythium* species. Collectively these organisms are called “water molds” and are taxonomically related closer to algae than to fungi. For this reason, water collected from potentially infested nursery blocks must be tested for the presence of *P. ramorum*.

There are two potential methods provided here to detect *Phytophthora* species in water. The first uses rhododendron leaf baits in mesh bags followed by moist chamber incubation of the leaf baits. As of April 2007, research supports using leaves at least one year old, so that is recommended. Any suspect lesions that develop on the rhododendron leaves would be plated on PARP at 18-20°C (64-68°F). Any *Phytophthora* species growing on the PARP would need to be transferred to Corn meal agar or V8 agar for identification to species.

The second method uses water filtration. Water is removed from the pond, filtered with sterile filters and the filters placed on PARP. Once the filter is removed from PARP, any resultant *Phytophthora* colonies are transferred to Corn Meal Agar or V8 agar and identified to species.

***In situ* Water Sampling with Rhododendron Leaf Baits:**

A control sample using a leaf bait in distilled water should be run simultaneously with the leaf bait sample in the nursery site water. The USDA Forest Service recommends the following bait selection criteria in *Stream Baiting Protocol: 2007 National Phytophthora ramorum Early Detection Survey of Forests*, issued March 20, 2007. See <http://fhn.fs.fed.us/sp/sod/sod.shtm> for latest approved protocol.

Bait Selection

- Use leaves from a population of native or naturalized rhododendrons, if possible. The population should be sufficiently large to supply needed leaves for the survey duration.
- Variation in Pr susceptibility among rhododendron species/cultivars in laboratory inoculation has been published, but field and lab studies have shown that leaves of common native and naturalized species perform acceptably as Pr bait.
- Leaf size can vary considerably among species and cultivars. If bait leaves are quite small (8 cm x 3 cm at the widest point or smaller), use 2 leaves in each pocket of the bait bag.

- If the source of leaves is nursery-grown or naturalized landscape plants, ensure that they have been free of fungicides and other pesticides for a minimum of 6 weeks before using as bait.
- Source plants should be mostly free of dieback and leaf symptoms. Use 1 year-old leaves as free as possible from leaf symptoms (spots, blight, chlorosis), insect damage, and mechanical damage. Do not use newly formed, succulent leaves. Leaves formed in the present year may be used after full leaf expansion and a period of hardening in summer.
- Bait leaves wrapped in paper towels moistened with chlorinated tap or sterile water and sealed in a plastic bag may be stored refrigerated for up to 1 week before use. Do not use well water or stream water for stored leaves.

Prepare the rhododendron leaves as bait by trimming off the petiole end of each leaf. Place 3-4 cut leaves into a mesh bag. Label the bag with a plastic tag listing the date, water source (location), and nursery (i.e., nursery license number). Place the mesh bag into the water source for a minimum of 48-hours to 1-week (preferable). Do not leave the bait in the water source for longer than 1-week as the bait will begin to decompose. Place the bags such that the leaves will remain submerged the entire time (i.e., even if water levels fluctuate within the water source). If possible, place the bait near the influent coming from the area closest to or containing the infested plants.

Remove the bait from the water source and transfer to a sealable bag for transport to the laboratory. Label the bag with the information on the plastic tag, including the date collected. Log the leaf samples into the appropriate database. Assign a unique sample number to the bait(s) from each nursery.

Water Sampling for Filtration:

Water samples should be collected in a sterile wide-mouth bottle and kept at 5 – 10 C. Water samples should be taken from the surface to increase the likelihood of obtaining zoospores of *Phytophthora*.

Sample size should be approximately 1000 ml. Samples should be processed within 48 hours of collection or the samples should be discarded and new samples obtained and processed within 48 hours. Number of samples is determined by the size of the nursery pond to be sampled (Table 1)

Table 1: Number of composite samples collected based on pond size.

<u>Size of pond (acres)</u>	<u>No. of water samples collected (liters)</u>
0.00 - 0.25	5
0.26 - 0.5	10
0.50 - 1.0	20
>1.00	30

Note, if you have not used water filtration before and choose to do so, it is recommended you contact Dr. Steve Jeffers at Clemson University.

Steven Jeffers
Associate Professor and Extension Specialist
Clemson University
Department of Entomology, Soils and Plant Sciences
203 Long Hall, Box 340315
Clemson, SC 29634
Tel: 864-656-7157, Fax: 864-656-0274
Email: sjffrs@clemson.edu

APPENDIX 8

Treatment and Disinfection

Revised April 2007

The following techniques are approved by USDA APHIS PPQ for control of *P. ramorum* in nurseries found to contain plants infected with *P. ramorum*.

Infected Plants:

Note: HAP material, including leaf litter, must not be placed in compost piles or be removed from the nursery site as trash or in debris removal. HAP material should be collected and incinerated or double bagged and deep buried in a site approved by USDA, APHIS or delegated regulatory authority.

- **Incineration (burning to ash):** Infected plants, associated growth media, associated containers (i.e. pots and trays), all leaf debris in and around the area where plants were stored may be disposed of by incineration at a facility or other location (e.g. on site) approved by USDA and permitted within state and municipal statutes or regulations. Off nursery movement must be properly safeguarded and every effort to prevent plant debris or soil from being dislodged from the plants prior to incineration should be taken. Burning may be through open burning or in an incinerator.
- **Deep burial:** Infected plants, associated growth media, associated containers (i.e. pots and trays), all leaf debris in and around the area where plants were stored must be double bagged using plastic bags of 2 mil thickness or greater and buried to a depth of no less than two meters. The material must be buried at a USDA approved site, onsite, or municipal landfill, which is expected to remain undisturbed. Every effort to prevent plant debris or soil from being dislodged from the plants should be taken.
- **Steam sterilization:** Dry heat or steam commonly heated to internal temperatures of 212° F (100° C) for 30 minutes followed by burial in a landfill, or as otherwise detailed in the USDA Treatment Manual for “insect pests and pathogens in garbage”, Schedule T415b.
http://www.aphis.usda.gov/ppq/manuals/port/Treatment_Chapters.htm

Non-Porous Surfaces:

Most disinfectants are not labeled for use in soil and are only useful for nonporous materials such as concrete floors, nursery pots, and plastic sheeting. A number of disinfectants are registered for use on nonporous surfaces that may effectively reduce populations of *Phytophthora* species. If it is practical, tools such as knives, pruners, water breakers, water wands and other implements used in the quarantine area should only be used in the quarantine area. If tools and other implements must be moved from the quarantine area, then regular disinfection using an appropriate disinfectant for the control of *P. ramorum* is recommended prior to removal from the quarantine block. The following table modified from <http://cpmcnet.columbia.edu/dept/ehs/decon.html> examines the effects of different classes of

disinfectants on microbial populations. This list is for explanation and information only. Few disinfectants are specifically labeled for *Phytophthora* species and are shown in **Bold**.

All labels for the disinfectants listed below must be strictly adhered to for maximum efficacy and environmental and worker safety.

Summary of Disinfectant Activities

Disinfectant	Trade names	Comments	Contact time
Alcohols (ethyl and isopropyl) 60-85%	Lysol Spray	Evaporates quickly so that adequate contact time may not be achieved, high concentrations of organic matter diminish effectiveness; flammable.	10-15 minutes
Phenolics (0.4%-5%)	Pheno-cen	Phenol penetrates latex gloves; eye/skin irritant; remains active upon contact with organic soil; may leave residue.	10-15 minutes
Quaternary Ammonium (0.5-1.5%)	Consan Triple Action 20 Physan 20 Green-Shield 20	Effective for non-porous surface sanitation (floors, walls, benches, pots). Low odor, irritation. Use according to labels.	10-15 minutes
Chlorine (100-1,000 ppm)	10% Clorox 10% Bleach	Inactivated by organic matter; fresh solutions of hypochlorite (Clorox) should be prepared every 8 hours or more frequently if exposed to sunlight; corrosive; irritating to eyes and skin. Exposure to sunlight further reduces hypochlorite efficacy. Keep solution in opaque container.	10-15 minutes

Water:

- **For dust abatement, fire suppression, and equipment cleaning:** Clorox (sodium hypochlorite) is labeled (EPA Reg. No 5813-50) for treatment of water (~50 ppm available chlorine) for controlling the spread of *Phytophthora lateralis* via water used for dust abatement, fire suppression and equipment cleaning. The active ingredient level must be measured from water collected at the sprinkler head.

- **For irrigation:** Chlorine levels of 2ppm or 2mg/liter or greater has been correlated with the control of *Phytophthora* spp. in re-circulated irrigation systems. For irrigation purposes, recirculated, non-municipal water, must be chlorinated at an active chlorine concentration equal to or greater than 2 mg/liter of water; for facilities that recycle water, this chlorine level must be monitored.

Soil and Potting Media:

- **Potting media:** Potting media must be heated such that the temperature in the center of the load reaches at least 180 degrees F for 30 minutes. Treatment must be conducted in the presence of an inspector or treated with an approved fumigant as detailed below.
- **Soil:** Soil must be heated such that the temperature in the center of the load reaches at least 180 degrees F for 30 minutes. Treatment must be conducted in the presence of an inspector or treated with an approved fumigant as detailed below. Methyl bromide has been used for fumigating wood products, but the data on fungi and related organisms in wood are limited. However, methyl bromide has a long history of fumigation of soil in the field and greenhouse. It has commonly been used in combination with chloropicrin for control of *Phytophthora* spp. and other pests in strawberry beds. Methyl bromide has been used for soil treatment for the mitigation of *P. cinnamoni* in citrus groves. However, many of the compounds currently in use have been implicated in human and environmental risks. Solarization is not a consideration as a viable option for soil treatment.

All fumigants are restricted use and must be applied according to labels by a licensed applicator. Any use of pesticides in any manner not listed on the label is unlawful.

Summary of Labeled Soil Fumigants

Fumigant	Trade names	Comments
Chloropicrin	Chlor-O-Pic Metapicrin Timberfume Tri-Clor	Often used in combination with methyl bromide due to its ability to be detected in small quantities.
Dazomet	Basamid	Methyl isothiocyanate (MITC) breaks down into cyanide gas. Granular formulation that is water activated. Requires careful soil preparation and incorporation into soil. All application must be made in accordance with labeling.
Metam-sodium	Busan 1020 Busan 1180 Busan 1236 Metam Vapam	Metam can be applied through irrigation. Tarping can increase efficacy. All application must be made in accordance with labeling.

Fumigant	Trade names	Comments
Methyl Bromide	Tri-Con Terr-O-Gas Preplant Soil Fumigant Pic-Brom	Colorless and odorless. Usually combined in various concentrations with Chloropicrin (tear gas). Use is restricted due to ozone depletion potential.

Physical Treatment of Soil:

- Mitigation of infested soil can also be achieved by installing permanent impermeable, non-porous barriers that consist of cement, concrete or asphalt. These barriers must be constructed so that no native soil within the destruction block is visible. The barriers should be graded such that no standing water can be observed.

Equipment and Personnel (Inspectors and employees):

- Access to infested areas and hold areas should be limited, as much as possible, to officials and necessary employees. Everyone entering and leaving the nursery site must scrape off loose pieces of soil into the destruction block. Those working with, or in contact with suspected infested material (including plants), must wash hands using soap or approved disinfectant immediately after completion of task. There are no products currently labeled for use on porous materials for *Phytophthora* control.
- Personnel should not have access to other production areas of the nursery after entering the destruction block on the same day.
- A disinfectant foot bath should be placed near the exit to the destruction blocks and quarantine blocks and used by all personnel entering and exiting the quarantine block and entering and exiting the destruction block at the infested nursery site, where the contact with potentially infested soil or plant debris by footwear is likely. The foot bath must be filled with fresh disinfectant at least on a daily basis or more frequently if contaminated with soil or organic debris, in accordance with label directions. Use of disposable shoe covers may be used in lieu of a footbath, if disposed of immediately upon exiting from the quarantine block or destruction block. The disposable shoe covers must be placed in bags and incinerated, deep-buried or properly disposed in a sanitary landfill.
- The tires (or other parts in contact with the soil or plants, such as the bed of trucks) of vehicles must be cleaned of loose soil and plant debris and disinfested with the appropriate labeled products before leaving the infested site. If at all possible, vehicles should not be allowed in the destruction blocks at all. Any efficacious product labeled for use on non-porous surfaces may be used on tires or vehicle undercarriages.

- Do not visit other nursery sites in potentially contaminated work clothing and footwear. Where it is necessary that visitors enter the nursery, the nursery should ensure that every precaution is taken to prevent the movement of infected plants, contaminated soil or debris by the visitor.
- Wood surfaces suspected of contamination with *P. ramorum* should be disposed of as stated above under "Infected Plants."

APPENDIX 9

Biosecurity Measures for Nurseries April 2007

In the course of daily work, nursery personnel are frequently required to visit a number of different nurseries sites, greenhouses, fields, and facilities. These actions could potentially provide a pathway for transferring quarantine organisms from one work site to another during the work day. It should also be recognized that even if a single work site is visited per day, precautions must be taken to avoid contaminated clothing and equipment from being used at a new site the following day. Further, visitors to these same facilities present the same risks and additionally could vector disease-causing-organisms from other sites.

Biosecurity measures must be taken by nurseries and be required of nursery personnel and visitors to avoid and mitigate the spread of *P. ramorum*. The biosecurity measures described here are the minimum measures to be taken by the nursery.

Communications

All nursery personnel should be trained and visitors informed of these biosecurity requirements that have been put in place by the facility. As new scientific data and technology is learned, the facility needs to update their biosecurity requirements and retrain their personnel.

Vehicles

Vehicles can become contaminated with soil; a primary vector for quarantine pests. The following guidelines seek to reduce the likelihood of this pathway.

Avoidance:

Once at the inspection site, if possible, the vehicle should only be driven and parked on paved, concrete or gravel areas to avoid contact with soil and organic matter. Visitors should consider requesting a facility employee to drive them to their designated location with one of the nursery's vehicles. Loading of nursery stock onto other than the nursery's vehicles should be done in an area with concrete or asphalt pad located near the gate and not in the interior of the nursery.

Cleaning:

Interior of nursery vehicles should be cleaned to ensure no build-up of soil, debris or other items.

Where it is not possible to avoid the vehicle going onto the fields, the vehicle must be driven to the edge of the facility where the tires, wheel wells and accessible areas of the undercarriage of the vehicle must be cleaned of soil and organic matter with a brush or a water hose followed by a spray down with a suitable disinfectant. In situations where the undercarriage has been coated with soil it is recommended that after cleaning and disinfecting at the work site an effort be made

to go through a car wash that has the ability to clean the undercarriage before proceeding to another work site. If a car wash is not available, avoid driving onto the next work site. To ensure the entire surface of the tires are cleaned it will also be necessary to move the vehicle forward a foot or so to permit cleaning of the portion of the tire in contact with the ground.

The tires (or other parts in contact with the soil or plants, such as the bed of trucks) of vehicles must be cleaned of loose soil and plant debris and disinfested with the appropriate labeled products before leaving the infested site. Any efficacious product labeled for use on non-porous surfaces may be used on tires or vehicle undercarriages.

A portion of the vehicle must be designated as a "clean area" where clean work supplies and equipment can be kept. A designated "dirty area" of the vehicle such as the trunk of the car or a specified enclosed area of a truck bed must also be identified for use to hold double bagged clothes or dirty equipment that require cleaning. In situations where pool vehicles are used, the work site should adopt a set procedure for all personnel.

Nursery Personnel

Nursery personnel routinely come in contact with potentially contaminated soil, plants and organic matter and this requires the personnel to address a number of biosecurity measures. If the inspection site has distinct levels of biosecurity for different areas in the nursery, it is necessary to be aware of this situation. Work should always be completed working from the areas of lowest to highest risk.

Access:

Access to infested areas and hold areas should be limited, as much as possible, to personnel and employees. Everyone entering and leaving the nursery site must scrape off loose pieces of soil into the destruction block. Those working with, or in contact with suspected infested material (including plants), must wash hands using soap or approved disinfectant immediately after completion of task. There are no products currently labeled for use on porous materials for *Phytophthora* control.

- Personnel should not have access to production areas of the nursery after entering the destruction block on the same day.
- A disinfectant foot bath should be placed and used by personnel entering and exiting the quarantine area and entering and exiting the destruction block at the infested nursery site, where the movement of soil or plant debris on footwear is likely. The foot bath must be filled with fresh disinfectant at least on a daily basis or more frequently if contaminated with dirt or debris, in accordance with label directions. Use of disposable shoe covers may be used in lieu of a footbath, if disposed of immediately upon exiting from the quarantine area or destruction block. The disposable shoe covers must be placed in bags and incinerated or deep-buried.
- Do not visit other nursery sites in potentially contaminated work clothing and footwear.

Boots:

Rubber boots which can be disinfected should be worn and if they are not available disposable boot covers must be worn over work boots in any infested or possibly infested area. The rubber boots must be disinfected on arrival, even if this has been done at the time of departure from the last work site. At the conclusion of the inspection, the boots must be cleaned of soil and disinfected prior to placing into the vehicle area designated as a "clean area". Dispose of used boot covers by double bagging and place into the designated "dirty area" of the vehicle for proper disposal. After removing boot covers, the soles of the work boots must be inspected for soil and if present, must be cleaned of soil and treated with disinfectant.

Hands:

Thoroughly wash hands with soap and water before entering and after leaving the work site. Follow these four simple steps to keeping hands clean.

- Wet hands with warm running water.
- Add soap, and then rub hands together, making a soapy lather. Do this away from the running water for at least 20 seconds, being careful not to wash the lather away. Wash the front and back of hands, as well as between fingers and under nails.
- Rinse hands under warm running water. Let the water run back into the sink, not down the elbows. Turn off the water with a paper towel and dispose in a proper receptacle.
- Dry hands thoroughly with a clean towel

If a hand washing station is not available, antiseptic rubs/gels/rinses (containing a minimum of 70% ethyl alcohol and left on for 10 - 15 minutes) must be used. Follow these basic steps for using antiseptic rubs/gels/rinses.

- Remove soil from hands.
- If hands are wet, dry as much as possible.
- Apply enough disinfectant (amount about the size of a quarter) onto hands to cover all areas, including under the nails. Use a rubbing motion to evenly distribute the disinfectant product for about 15 seconds.

If antiseptic rubs/gels/rinses are used, avoid formulations with moisturizers as they leave a gummy residue. Disposable gloves may be used, however they have the tendency to rip and become uncomfortably wet after a short period. Rubber gloves which withstand more abuse than disposable gloves have the same drawbacks as disposable gloves, however will be more practical when handling materials that are sharp or jagged. If rubber gloves are used in cold weather it is recommended to purchase rubber gloves with cotton or acrylic liners. Both disposable and/or rubber gloves must be double bagged after use if working in an infested area and placed into the

“dirty area” of the vehicle for disposal or cleaning. If on-site disposal of the gloves are available this option should be chosen. After disposal of gloves, hands must be washed or sanitized. To avoid cross contamination, disinfection of hands must take place after handling any plants or other contaminated matter in the infested area.

Equipment

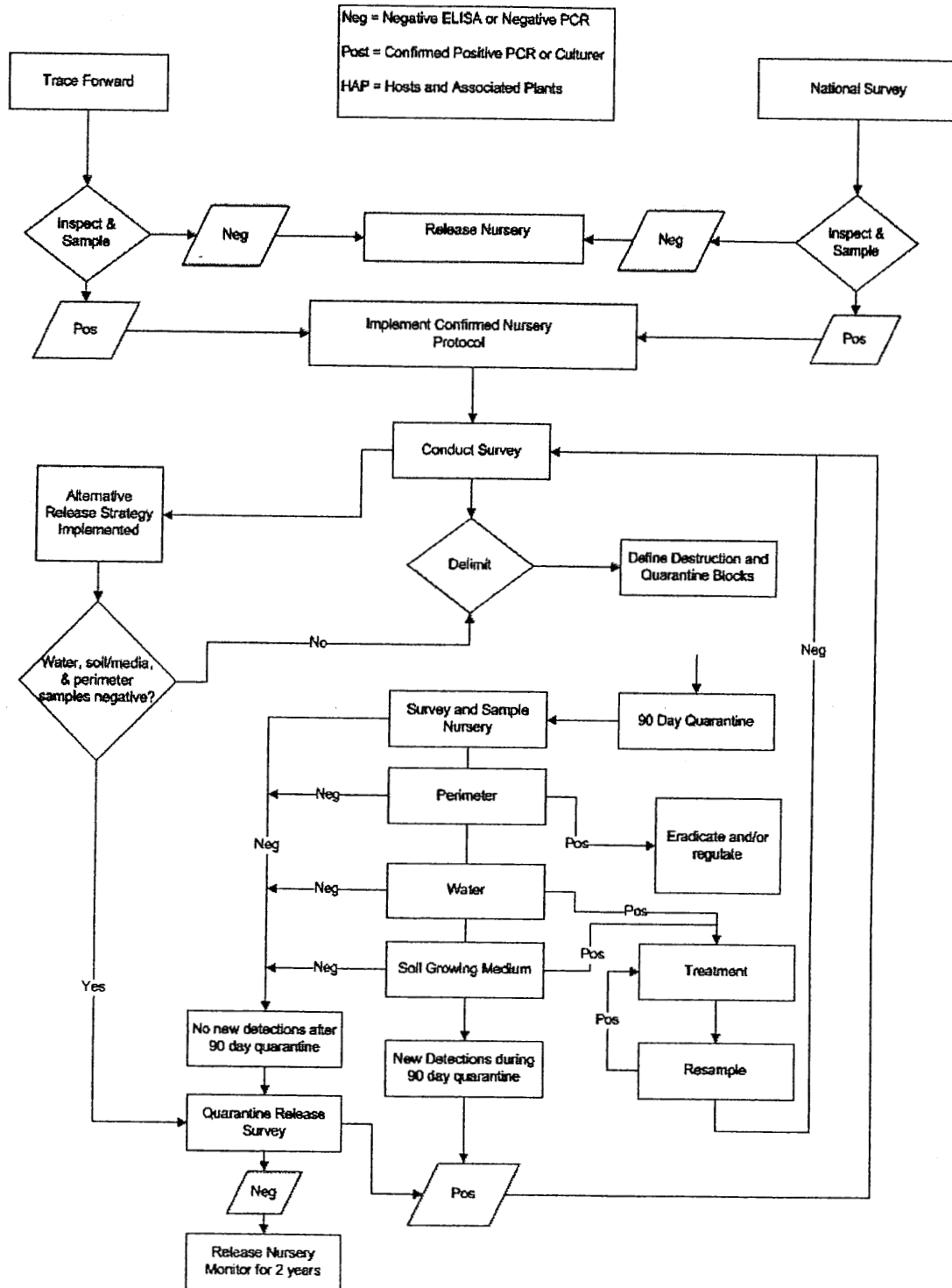
Any equipment used (pruners, measuring tapes, clipboards, pens, etc.) at a work site must be disinfected prior to leaving the work site. Where practical, equipment should be disinfected as frequently as possible at each work site. Where equipment must leave the work site for disinfection it must be double bagged and place in the designated “dirty area” of the vehicle.

Visitors:

- Access to infested areas and hold areas should be limited, as much as possible, to personnel and employees. Everyone entering and leaving the nursery site must scrape off loose pieces of soil into the destruction block. Those working with, or in contact with suspected infested material (including plants), must wash hands using soap or approved disinfectant immediately after completion of task. There are no products currently labeled for use on porous materials for *Phytophthora* control.
- A disinfectant foot bath should be placed and used by all entering and exiting the nursery site. These should be placed at all entrances and exits. The foot bath must be filled with fresh disinfectant at least on a daily basis or more frequently if contaminated with dirt or debris, in accordance with label directions.

APPENDIX 10

Confirmed Nursery Protocol Flowchart for First Time Positive Nurseries
 Revised: April 2007



APPENDIX 11

Mitigations for Wholesale/Production Nurseries Found with *P. ramorum* More Than Once May 2007

These mitigations apply for nurseries detected as positive for *P. ramorum* within one year of release from an EAN or state equivalent. *P. ramorum* infestations in nurseries may be re-introduced or the effort to eradicate the disease may fail. In the event that a production or wholesale nursery has *P. ramorum* detected on site after the initial release from the EAN or state equivalent, it is necessary to implement additional measures to ensure that the risks associated with *P. ramorum* are properly mitigated. These additional measures are:

1. A regulatory inspection of all listed plants was conducted in the nursery. Conduct two additional inspections, during the two out of the three best remaining seasons, that are conducive to the development of symptoms for *P. ramorum*; or, if there is significant water runoff, conduct seasonal baiting of that water.

Either official baiting of water draining from the nursery (and nursery inspections if found positive) or a nursery inspection of all plants within the nursery that are found on the "APHIS List of Regulated Proven Hosts and Plants Associated Plants with *Phytophthora ramorum*" are to be conducted in the three best remaining seasons, that are conducive to the development of symptoms for *P. ramorum*. Any plants observed with symptoms will be sampled sufficiently to represent the plants with symptoms being expressed and those samples are to be analyzed for *P. ramorum*.

2. Appropriate biosecurity measures are to be incorporated into the EAN or Compliance Agreement and remain in place until two years of negative survey are completed.

See Appendix 9 for biosecurity measures. These contain practices which, if properly applied, can be expected to effectively mitigate risks associated with *P. ramorum* in a nursery. In areas not regulated these need to remain in place for two years via the EAN. In regulated and quarantine areas these practices are to be included as part of a Compliance Agreement. In all cases, appropriate and specific timelines for implementation will be established. Additionally, these will be periodically verified, perhaps best done at the seasonal re-inspections.

3. 45 days after implementation of the CNP, a series of soil samples will be taken in the destruction and quarantine blocks as well as any water drainage areas will be baited or sampled and analyzed for the presence of *P. ramorum*.

The presence of *P. ramorum* in soil or water may contribute to the occurrence of disease in the nursery. Thus it is necessary to conduct these sampling and testing procedures and if found, eradication is to take place. See Appendices 6 and 7 for how to conduct sampling and Appendix 8 for details on treatment and eradication procedures.

4. Fallen leaves and plant debris will be removed from pots, soil and within the immediate area of *Rhododendron* and *Camellia* on a quarterly basis to the best ability of the nursery to prevent possibly infested dropped leaves from infesting the soil or other plants. Verify this at the seasonal inspections.

Camellia and other hosts are known to shed infected and infested leaves. This may result in further infection and soil infestation with a potential for resultant spread of infection. To address this potential, it is important for these leaves and related debris be removed and destroyed or buried. The use of a blower to move these leaves away to a different location is not an appropriate mitigation.

5. Nurseries that ship interstate must undergo approved training in the risks, recognition and mitigation of *P. ramorum*.

As of May 2007 we are still working to identify the content and delivery of approved training. Nonetheless, when made available, appropriate nursery personnel must complete that training and provide appropriate guidance to other nursery personnel as demonstrated by the training.

6. Nurseries are to inspect all *Rhododendron* and *Camellia* brought into the nursery. *P. ramorum* has been re-introduced to nurseries through customer returns. Therefore, neither of these two genera, nor any other taxa of plants found positive in the nursery, are to be returned to stock upon a customer's return. If you should accept nursery stock returns, based on the nursery's policy, then destroy those using appropriate methods.

P. ramorum is occurring in these two genera at greater levels, as compared to other genera. It is essential that *Rhododendron* and *Camellia* be carefully examined for any signs of this disease and samples provided for analysis should any be detected. If customer returns, do not return members of these genera to stock but rather destroy them appropriately. Other taxa found positive in a nursery present the same risk.

7. A one year pre-shipment notification to the office of the SPRO of all shipments containing any plants of the genera, *Rhododendron*, *Camellia*, *Viburnum*, *Pieris*, and *Kalmia*.

Upon being confirmed positive for *P. ramorum*, the nursery is required to notify the SPRO of any shipment containing these five hosts. This notification is expected to be a fax (or agreed upon equivalent) containing all the information needed to identify the shipper, receiver, contents of the shipment, expected arrival date and appropriate contact information. It is to be sent to the office of the SPRO and identified as "Pre-shipment notification of *P. ramorum* hosts as required by USDA-APHIS". SPRO contact information can be found at:
www.nationalplantboard.org/member/index.html

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
July 1, 2007 - June 30, 2008
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Appendix B

Pest Exclusion Advisory 2-2006



STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND
AGRICULTURE
1220 N Street, Room A-372
Sacramento, CA 95814

PEST EXCLUSION ADVISORY

NO. 02-2006

DATE: March 7, 2006
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: Actions at *Phytophthora ramorum*-Positive Locations

This advisory is being issued to clarify the actions that must take place at different types of nurseries confirmed positive for *Phytophthora ramorum*.

Production Nurseries/Wholesale Brokers

Interstate Shippers in All Counties

Nurseries that are under compliance, ship, or intend to ship plants interstate:

1. Compliance agreement (if issued) must be suspended.
2. The federal Confirmed Nursery Protocol must be implemented.
3. Compliance agreements for interstate shipping will be re-issued after delimitation according to the Confirmed Nursery Protocol including sampling, testing, and re-inspection with negative results.

Intrastate Shippers in Regulated Counties

Nurseries that do not intend to ship plants interstate:

1. The Confirmed Nursery Protocol must be implemented.

Intrastate Shippers in Quarantined Counties

Nurseries located within the 14 quarantined counties that do not ship out of the quarantined area should be dealt with using the following nursery stock cleanliness standards:

1. The stock shall be kept "free of" *P. ramorum*, California Code of Regulations (CCR) Section 3060.2 (b)(2).
2. Such stock (the lot) is subject to disposal in a manner satisfactory to the county agricultural commissioner.
3. Stock may be sold under a written agreement between the buyer and seller in accordance with CCR Section 3060.4 (a)(1)(D).

Retail Nurseries/Garden Centers

Interstate Shippers in All Counties

Nurseries that are under compliance, ship, or intend to ship plants interstate:

1. Compliance agreement (if issued) must be suspended.
2. The federal Confirmed Nursery Protocol must be implemented.
3. Compliance agreements for interstate shipping will be re-issued after delimitation according to the Confirmed Nursery Protocol including sampling, testing, and re-inspection with negative results.

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Retail Nurseries/Garden Centers in Regulated Counties

Nurseries that do not intend to ship plants interstate:

1. Infected lot(s) must be destroyed.
2. All host and associated host plants (HAP) at the nursery must be inspected for symptoms of SOD.
3. Take samples from all visually inspected plants that appear unhealthy, up to a maximum of 40 samples.
4. Symptomatic plants must be placed under nursery stock non-compliance hold.
5. All plants that test positive, and the respective lots, must be destroyed.

Retail Nurseries/Garden Centers in Quarantined Counties

Nurseries located within the 14 quarantined counties that do not ship out of the quarantined area:

1. Detection of *P. ramorum* at such retail nurseries should be dealt with following the nursery stock standard of cleanliness (CCR 3060).

Mixed Retail/Production Nurseries in All Counties

Nurseries that have a retail and production/wholesale component:

1. The appropriate actions must be applied to any portion of the nursery where *P. ramorum*-positive plants are grown or stored.
2. Inspectors should use their judgment in delineating the retail sales area from the production/wholesale area when implementing the appropriate actions.

For questions regarding this advisory, please contact Amber Morris at (916) 654-0312 or by e-mail at amorris@cdfa.ca.gov.

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
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Appendix C

Pest Exclusion Advisory 5-2006



STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND
AGRICULTURE
1220 N Street, Room A-372
Sacramento, CA 95814

PEST EXCLUSION ADVISORY

NO. 05-2006

DATE: March 17, 2006
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: Amended Trace Forward Protocol for *Phytophthora ramorum*

Effective immediately, the attached *P. ramorum* Trace Forward Protocol is to be implemented at California nurseries that have received host or associated host plants (HAP) from a nursery confirmed positive for *P. ramorum*. This advisory supercedes the activities outlined in Pest Exclusion Advisories 02-2005, 04-2005 and 05-2005.

For questions regarding this advisory, please contact Amber Morris at (916) 654-0312, or by email at amorris@cdfa.ca.gov.

Trace Forward Protocol
For
California Nurseries that Received Plant Material Shipped from a Confirmed
***Phytophthora ramorum*-Infested Nursery**

Purpose

The purpose of this protocol is to establish a set of procedures that are to be used to determine if a nursery that received plants from a *Phytophthora ramorum*-confirmed positive nursery has infected plants in their inventory, and thus has become infested themselves. *P. ramorum* is the plant pathogen that causes sudden oak death, ramorum blight, and ramorum die-back. By following the procedures in this protocol, we can ensure a consistent, science and risk-based response to detections of *P. ramorum* in commercial nursery stock. For more information on this pathogen, please visit the USDA, APHIS, PPQ web site at: <http://www.aphis.usda.gov/ppq/ispm/pramorom/>.

Definitions

- Associated Plants:** Associated plants are those reported found naturally infected and from which *P. ramorum* has been cultured and/or detected using PCR (Polymerase Chain Reaction). For each of these, traditional Koch's postulates have not yet been completed or documented and reviewed.
- Block:** Within a nursery, this is a contiguous block of HAP. The block will be considered contiguous until there is a two-meter break of either no plants or no HAP.
- Buffer Zone:** Area identified as a 10-meter radius from the destruction block designed to determine if *P. ramorum* has spread beyond the destruction block. This zone is also known as the quarantine block. (Use of buffer zone is an adaptation from the definition: "An area in which a specific pest does not occur, or occurs at a low level and is officially controlled, that either encloses or is adjacent to an infested area, an infested place of production, a pest-free area, a pest-free place of production or a pest-free production site, and in which phytosanitary measures are taken to prevent spread of the pest." [ISPM Pub. No. 10, 1999])
- Confirmed Positive:** A *P. ramorum* sample diagnosed or identified by an APHIS Reference Laboratory as positive for *P. ramorum*.
- Destruction Block:** Block of plants to be destroyed. Within a nursery, this is a contiguous block of HAP containing one or more plants known to be infected with *P. ramorum*. The block will be considered contiguous until there is a two-meter break of either no plants or no HAP.
- HAP:** Host and associated host plants listed on the official APHIS List of Hosts and Plants Associated with *Phytophthora ramorum*.

- High-Risk Plants:** These are any HAP that originated in the destruction block at the infested (source) nursery. These plants are to be identified using the best available information and to the lowest available taxonomy, (for example, if high-risk plants can be identified to cultivar, then trace forward activities may be conducted at the cultivar level). All plants shipped from the infested nursery in the past 12 months that match the description of plants that were in the destruction block are considered to be high-risk.
- Infected Plants:** Plants officially confirmed as being infected with *P. ramorum*, based on the use of APHIS-approved diagnostics.
- Medium-Risk Plants:** These are any HAP that originated from the infested (source) nursery that did not originate in the destruction block. All plants shipped from the infested nursery in the past 12 months that did not originate in the destruction block are considered to be medium-risk.
- Nursery/Facility:** Any location where nursery stock is grown, propagated, stored, or sold; or any location from which nursery stock is distributed. Locations that grow trees to be sold without roots (i.e. Christmas trees) and locations where such trees are stored or distributed are considered to be nurseries.
- Suspected Infected Plants:** These are plants with visible symptoms of *P. ramorum* infection; and/or HAP that are a part of an infested block or derived from an infested block or buffer zone; and/or plants that have tested positive using PCR or culturing, but have not been confirmed positive for *P. ramorum* by APHIS.
- Trace Forward (TF) Plants:** Plants identified on a trace forward list as being potentially infected with *P. ramorum*.
- Trace Forward (TF) Site:** Any location that received potentially infected plants from a confirmed infested source nursery, including residential or commercial landscapes.

I. Before Inspection

Insure inspection is conducted when favorable climatic conditions, pathogen infectivity, and host susceptibility share an optimum time for disease development and symptoms are likely to be expressed. If conditions are not suitable for disease development, an additional inspection must be conducted when favorable climatic conditions are present.

II. Survey/Inspection Procedure

1. Identify yourself and agency to the nursery/facility owner/manager.
2. Explain to the nursery/facility owner/manager the purpose of your visit.
3. Obtain copies of the shipping documents that relate to the trace forward plants received from a confirmed *P. ramorum*-infested nursery. Also obtain copies of those documents associated with trace forward plants that came from the confirmed positive nursery that have been shipped by the trace forward nursery to other nurseries or retail facilities.
4. Determine the presence or absence of any of the trace forward high-risk plants and medium-risk plants at the trace forward site.
 - a) If the trace forward nursery received high-risk plants from the infested source nursery during the past 12 months, a trace forward investigation must be conducted, even if there are no longer any high-risk plants present on the trace forward nursery. If records are available, use them to determine if, or what, other hosts may have come in contact with the trace forward plants, and where in the nursery that contact occurred.
 - b) If the trace forward nursery received in the previous 12 months only medium-risk plants from the infested source nursery, a trace forward investigation must be conducted if the plants are still present on the nursery.
 - c) If the trace forward nursery received in the previous 12 months only medium-risk plants from the infested source nursery, a trace forward investigation may be conducted or the investigation may be deferred and the nursery placed on the target list for the next cycle of the National Survey for *P. ramorum*, if the plants are no longer present on the nursery.
 - i) If the trace forward nursery is a retail nursery in a quarantined county and does not ship out of the quarantined area, the nursery is exempt from regulatory trace forward actions.
 - ii) County agricultural commissioners in the quarantined counties may choose to hold, inspect, and sample *P. ramorum* trace forward plants at retail nurseries that do not ship plants out of the quarantined area.
5. Place a hold on all the high-risk and medium-risk trace forward plants from the infested (source) nursery.

III. Plants to be Held

1. For production/wholesale nurseries:
 - a) Place a hold on all high-risk plants and all other HAP in the block where the high-risk plants have been located at the trace forward nursery.
 - b) All medium-risk plants are to be held.
 - c) Hold all other plants that have been sampled.

- d) All other HAP in the trace forward nursery are **not required** to be held under this protocol because risk of spread in non-TF blocks is low. Inspectors may place other plants and other HAP, products or articles that present a risk of spreading *P. ramorum* on hold at any time per Federal and State authorities.
2. For retail nurseries (because plant propagation does not occur on-site, risk is lower):
 - a) Place a hold on all high-risk plants.
 - b) All medium-risk plants are to be held.
 - c) Hold all other plants that have been sampled.
 - d) Once inspection and sampling are complete, the held plants shall be consolidated and segregated. If the plants are not, ensure that the plants are not accessible to the public. With the approval of the regulatory officer, segregated plants may be moved to a site within the nursery or to a location away from the nursery. Segregation must include storage on a hard impermeable surface (e.g. concrete or asphalt).
 - e) When segregating plants, ensure that a two-meter buffer is set up between lots to prevent the destruction of all segregated plants if one is found positive.

IV. Determine the Number of Plants to be Inspected

1. Determine, if possible, all TF HAP genera at the receiving nursery and visually inspect all TF HAP genera at the receiving nursery. If TF HAP plants cannot be determined, visually inspect at least 850 HAP plants of the same genera shipped from the TF nursery.
2. Visually inspect the appropriate number of HAP for unhealthy tissue. To visually inspect a plant, carefully lift the plant from surrounding plants and examine all plant leaves and stems for unhealthy tissue particularly for, but not limited to, the presence of water-soaked or necrotic lesions consistent with *P. ramorum* infection. Take care to examine the leaves on the interior as they may exist in a microclimate more conducive to disease development and may be more likely to have disease symptoms. Be sure to mark plant as visually inspected either with flagging with the appropriate sample number or a stake with the appropriate sample number. Also examine the leaves that have fallen off the plant for disease symptoms. A physical sample of the inspected plant is only to be taken if unhealthy plant tissue is present. **Do not sample asymptomatic plants**, but feel free to sample any and all plants exhibiting unusual or atypical plant tissue (up to 40 samples). Images of *P. ramorum* symptoms are available at <http://www.aphis.usda.gov/ppq/ispm/pramorun/>. Keep in mind that these images should only be used as a reference, and should not be considered all-inclusive for each species. Links to other sites, such as <http://www.suddenoakdeath.org>, which provide nursery guides that describe and illustrate *P. ramorum* infections, are also available at <http://www.aphis.usda.gov/ppq/ispm/pramorun/>. These nursery guides may be viewed and printed from these sites. Symptoms of *P. ramorum* may include:
 - a) Leaf spots
 - b) Twig dieback
 - c) Stem cankers
3. Keep in mind that many other pathogens cause similar symptoms. Remember that other symptoms caused by *Phytophthora ramorum* as yet unseen may be detected, so sample any unusual or atypical plant symptoms.

V. Sample

Sample plant tissue from any and all visually inspected plants that appear unhealthy (up to 40 samples).

VI. Identify Cull Piles

Check cull piles for *P. ramorum*-symptomatic plant material and sample if observed.

VII. Inspect Greenhouse/Nursery Waste and Refuse Piles

Inspect greenhouse/nursery waste and refuse pile for symptomatic plants and sample if observed.

VIII. Sanitize/Disinfect

Before leaving premises, sanitize/disinfect tools and shoes using an appropriate disinfectant for the control of *Phytophthora spp.* (e.g. a 10% solution of bleach or quaternary ammonium solution at labeled rates).

IX. Option to Destroy

1. For Production/Wholesale Nurseries:
 - a) Once plant samples are taken, the owner/manager may choose to voluntarily destroy all HAP in the nursery once sampling is completed. After the plants have been destroyed, the establishment can continue to do business without any regulatory restrictions. If there are positive *P. ramorum* results, the Confirmed Nursery Protocol will be implemented as appropriate.
 - b) Where many samples have been taken, plants may be released on a block-by-block basis if *P. ramorum* has not been detected in the block after all test results for that block are available.
2. For Retail Nurseries:
 - a) Once sampling is completed, the owner/manager may choose to voluntarily destroy the HAP received from the TF nursery and all other HAP in the same lot as the trace forward plants. After the plants have been destroyed, the establishment can continue to do business without any regulatory restrictions. Destruction and disinfestation will be conducted under the supervision of a Federal or other appropriate regulatory official.
 - b) The high-risk plants and HAP plants in the associated lot may be treated as a hold block and plants may be released on a block-by-block basis if *P. ramorum* has not been detected in the block after all test results for that block are available.

If any plant samples are found positive for *P. ramorum*, whether the plants are remaining on the site or have been destroyed, the actions outlined in Pest Exclusion Advisory 02-2006 will be followed.

If any samples associated with the cull piles are found positive for *P. ramorum*, the actions outlined in Pest Exclusion Advisory 02-2006 will be followed.

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Appendix D

Federal Domestic Quarantine 7 CFR 301.92

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PLANT QUARANTINE MANUAL

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02-27-07

301.92 *Phytophthora ramorum*

Federal Domestic Quarantine

Sec. 301.92 Restrictions on interstate movement

- (a) No person may move interstate from any quarantined area any regulated, restricted, or associated article or any other nursery stock except in accordance with this subpart.
- (b) No person may move interstate from any nursery in any regulated area any nursery stock except in accordance with this subpart.
- (c) No person may move interstate from any quarantined or regulated area any regulated restricted, or associated article or nursery stock that has been tested with a test approved by APHIS and found infected with *Phytophthora ramorum*, or that is part of a plant that was found infected with *Phytophthora ramorum*, unless such movement is in accordance with part 330 of this chapter.

Sec. 301.92-1 Definitions

Administrator. The Administrator, Animal and Plant Health Inspection Service, or any person authorized to act for the Administrator.

Animal and Plant Health Inspection Service. The Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture.

Associated article. Any article listed in 301.92-2(C) of this subpart.

Bark chips. Bark fragments broken or shredded from a log or tree.

Certificate. A document, stamp, or imprint by which an inspector or person operating under a compliance agreement affirms that a specified regulated or associated article meets applicable requirements of this subpart and may be moved interstate to any destination.

Compliance agreement. A written agreement between APHIS and a person engaged in growing, processing, handling, or moving regulated or associated articles, wherein the person agrees to comply with this subpart.

Duff. Decaying plant matter that includes leaf litter, green waste, stem material, bark, and any other plant material that, upon visual inspection, does not appear to have completely decomposed.

Firewood. Wood that has been cut, sawn, or chopped into a shape and size commonly used for fuel, or other wood intended for fuel.

Forest stock. All flowers, trees, shrubs, vines, scions, buds, or other plants that are wild-grown, backyard-grown, or naturally occurring.

From. An article is considered to be "from" a specific site or location for the purposes of this subpart if it was grown or propagated in, stored or sold, or distributed from the site or location.

Growing media. Any material in which plant roots are growing or intended for that purpose.

Inspector. Any employee of APHIS, the U.S. Department of Agriculture, or other person authorized by the Administrator to perform the duties required under this subpart.

Interstate. From any State into or through any other State.

Log. The bole of a tree; trimmed timber that has not been sawn further than to form cants.

Lot. A contiguous block of plants of the same species or cultivar, of the same container size and from the same source, if known.

Lumber. Logs that have been sawn into boards, planks, or structural members such as beams.

Moved (move, movement). Shipped, offered for shipment, received for transportation, transported, carried, or allowed to be moved, shipped, transported, or carried.

Mulch. Bark chips, wood chips, wood shavings, or sawdust, or a mixture thereof, that could be used as a protective or decorative ground cover or as part of a growing media mixture.

Non-host nursery stock. Any taxa of nursery stock not listed in 301.92-2 as a regulated or associated article.

Nursery. Any location where nursery stock is grown, propagated, stored, or sold, or any location from which nursery stock is distributed. Locations that grow trees for sale without roots (e.g., as Christmas trees) are considered to be nurseries for the purposes of this subpart.

Nursery stock. All plants for planting, including houseplants, propagative material that is grown in a nursery, and tree seedlings for reforestation, except the following: Seeds; turf or sod; bulbs, tubers, corms, or rhizomes; greenhouse grown cactus, succulents, and orchids; aquarium grown aquatic plants; greenhouse, container, or field grown palms; greenhouse, container, or field grown cycads, and tissue culture plants grown in vitro; and plants meeting the definition of forest stock.

Permit. A written authorization issued by APHIS to allow the interstate movement of restricted articles in accordance with part 330 of this chapter.

Person. Any association, company, corporation, firm, individual, joint stock company, partnership, society, or other entity.

Plant Protection and Quarantine. The Plant Protection and Quarantine program of the Animal and Plant Health Inspection Service, United States Department of Agriculture.

Quarantined area. Any State, or any portion of a State, listed in 301.92-3(A)(3) of this subpart or otherwise designated as a quarantined area in accordance with 301.92-3(A)(2) of this subpart.

Regulated area. Any area listed in 301.92-3(B) of this subpart.

Regulated article. Any article listed in 301.92-2(B) of this subpart.

Restricted article. Any article listed in 301.92-2(A) of this subpart.

Soil. The loose surface material of the earth in which plants grow, in most cases consisting of disintegrated rock with an admixture of organic material.

State. The District of Columbia, Puerto Rico, the Northern Mariana Islands, or any State, territory, or possession of the United States.

Sec. 301.92-2 Restricted, regulated, and associated articles; lists of proven hosts and associated plant taxa.

(A) Restricted articles. The following are restricted articles:

1. Bark chips or mulch located in a quarantined area that are proven host plant taxa listed without asterisks in 301.92-2 (D)
2. Forest stock located or grown in a quarantined area and that are proven host plant taxa or associated plant taxa listed in paragraph (D) or (E) of this section.
3. Any other product or article that an inspector determines to present a risk of spreading *Phytophthora ramorum*, if an inspector notifies the person in possession of the product or article that it is a restricted article.

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(B) Regulated articles. The following are regulated articles:

1. Nursery stock, decorative trees without roots, unprocessed wood and wood products, and plant products, including firewood, logs, lumber (firewood, logs and lumber of species listed in paragraph (d) of this section and that are marked with an asterisk* are not regulated articles), wreaths, garlands, and greenery of proven host plant taxa listed in paragraph (D) of this section.
2. Soil and growing media.
3. Any other product or article that an inspector determines to present a risk of spreading *Phytophthora ramorum* if an inspector notifies the person in possession of the product or article that it is subject to the restrictions in the regulations.

(C) Associated articles. The following are associated articles:

1. Nursery stock of associated plant taxa listed in paragraph (E) of this section.

(D) Proven host plant taxa. The following are proven hosts of *Phytophthora ramorum*:

- * *Acer macrophyllum*- Bigleaf maple
- Acer pseudoplatanus*- Planetree maple
- * *Adiantum aleuticum*- Western maidenhair fern
- * *Adiantum jordanii*- California maidenhair fern
- * *Aesculus californica*- California buckeye
- Aesculus hippocastanum*- Horse chestnut
- * *Arbutus menziesii*- Madrone
- * *Arctostaphylos manzanita*- Manzanita
- * *Calluna vulgaris*- Scotch heather
- * *Camellia* spp.- Camellia (all species, hybrids, cultivars)
- * *Castanea sativa*- Sweet chestnut
- Fagus sylvatica*- European beech
- * *Frangula californica* (= *Rhamnus californica*)- California coffeeberry
- * *Frangula purshiana* (= *Rhamnus purshiana*)- Cascara
- Fraxinus excelsior*- European ash
- * *Griselinia littoralis*- Griselinia
- * *Hamamelis virginiana*- Witch hazel
- * *Heteromeles arbutifolia*- Toyon
- * *Kalmia* spp.- Kalmia (all species, hybrids, cultivars)
- * *Laurus nobilis*- Bay laurel
- Lithocarpus densiflorus*- Tanoak
- * *Lonicera hispidula*- California honeysuckle
- * *Maianthemum racemosum* (= *Smilacina racemosa*)- False Solomon's seal
- * *Michelia doltsopa*- Michelia
- * *Parrotia persica*- Persian ironwood
- * *Photinia fraseri*- Red tip photinia
- * *Pieris* spp.- Pieris (all species, hybrids, and cultivars)
- * *Pseudotsuga menziesii* var. *menziesii* and all nursery-grown *P. menziesii*- Douglas fir
- Quercus agrifolia*- Coast live oak
- Quercus cerris*- European turkey oak

- Quercus chrysolepis*- Canyon live oak
- Quercus falcata*- Southern red oak
- * *Quercus ilex*- Holm oak
- Quercus kelloggii*- California black oak
- Quercus parvula* var. *shrevei* and all nursery grown *Q. parvula*- Shreve's oak
- * *Rhododendron* spp.- Rhododendron (including azalea) – includes all species, hybrids and cultivars
- * *Rosa gymnocarpa*- Wood rose
- * *Salix caprea*- Goat willow
- * *Sequoia sempervirens*- Coast redwood
- * *Syringa vulgaris*- Lilac
- * *Taxus baccata*- European yew
- * *Trientalis latifolia*- Western starflower
- * *Umbellularia californica*- California bay laurel, pepperwood, Oregon myrtle
- * *Vaccinium ovatum*- Evergreen huckleberry
- * *Viburnum* spp.- Viburnum (all species, hybrids, and cultivars)

(E) Associated plant taxa. The following plant taxa are considered to associated with *Phytophthora ramorum*

- Abies concolor*- White fir
- Abies grandis*- Grand fir
- Abies magnifica*- Red fir
- Acer circinatum*- Vine maple
- Acer davidii*- Striped bark maple
- Acer laevigatum*- Evergreen maple
- Arbutus unedo*- Strawberry tree
- Arctostaphylos columbiana*- Manzanita
- Arctostaphylos uva-ursi*- Kinnikinnick, bearberry
- Ardisia japonica*- Ardisia
- Calycanthus occidentalis*- Spicebush
- Ceanothus thyrsiflorus*- Blueblossom
- Cinnamomum camphora*- Camphor tree
- Clintonia andrewsiana*- Andrew's clintonia bead lily
- Corylus cornuta*- California hazelnut
- Drimys winteri*- Winter's bark
- Dryopteris arguta*- California wood fern
- Euonymus kiautschovicus*- Spreading euonymus
- Fraxinus latifolia*- Oregon ash
- Gaultheria shallon*- Salal, Oregon wintergreen
- Hamamelis mollis*- Chinese witch-hazel
- Hamamelis x intermedia* (*H. mollis* & *H. japonica*)- Hybrid witchhazel
- Leucothoe axillaris*- Fetter-bush, dog hobble
- Leucothoe fontanesiana*- Drooping leucothoe
- Loropetalum chinense*- Loropetalum
- Magnolia grandiflora*- Southern magnolia
- Magnolia stellata*- Star magnolia
- Magnolia x loebneri*- Loebner magnolia
- Magnolia x soulangeana*- Saucer magnolia

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Manglietia insignis- Red lotus tree
Michelia maudiae- Michelia
Michelia wilsonii- Michelia
Nerium oleander- Oleander
Nothofagus obliqua- Roble beech
Osmanthus decorus (*Phillyrea decora*; *P. vilmoriniana*)-
Osmanthus
Osmanthus delavayi- Delavay Osmanthus, Delavay tea olive
Osmanthus fragrans- Sweet olive
Osmanthus heterophyllus- Holly olive
Osmorhiza berteroi- Sweet Cicely
Parakmeria lotungensis- Eastern joy lotus tree
Pittosporum undulatum- Victorian box
Prunus laurocerasus- English laurel, cherry laurel
Prunus lusitanica- Portuguese laurel cherry
Pyracantha koidzumii- Formosa firethorn
Quercus acuta- Japanese evergreen oak
Quercus petraea- Sessile oak
Quercus rubra- Northern red oak
Rosa (specific cultivars)-
 Royal Bonica (tagged: "MElmodac")
 Pink Meidiland (tagged: "MElpoque")
 Pink Sevillana (tagged: "MElgeroka")
Rosa rugosa- Rugosa rose
Rubus spectabilis- Salmonberry
Schima wallichii- Chinese guger tree
Taxus brevifolia- Pacific yew
Taxus x media- Yew
Torreya californica- California nutmeg
Toxicodendron diversilobum- Poison oak
Vancouveria planipetala- Redwood ivy

Sec. 301.92-3 Quarantined and regulated areas

(A) Quarantined areas.

1. Except as otherwise provided in paragraph (A)(2) of this section, the Administrator will list as a quarantined area in paragraph (A)(3) of this section each State, or each portion of a State, in which *Phytophthora ramorum* has been confirmed by an inspector to be established in the natural environment, in which the Administrator has reason to believe that *Phytophthora ramorum* is present in the natural environment, or that the Administrator considers necessary to quarantine because of its inseparability for quarantine enforcement purposes from localities in which *Phytophthora ramorum* has been found in the natural environment. Less than an entire State will be designated as a quarantined area only if the Administrator determines that:
 - (i) The State has adopted and is enforcing restrictions on the intrastate movement of the regulated, restricted, and associated articles that are substantially the same as those imposed by this subpart on the interstate movement of regulated, restricted, and associated articles; and

(ii) The designation of less than the entire State as a quarantined area will prevent the interstate spread of *Phytophthora ramorum*.

2. The Administrator or an inspector may temporarily designate any nonquarantined area in a State as a quarantined area in accordance with paragraph (A)(1) of this section. The Administrator will give a copy of this regulation along with a written notice for the temporary designation to the owner or person in possession of the nonquarantined area. Thereafter, the interstate movement of any regulated, restricted, or associated article from an area temporarily designated as a quarantined area will be subject to this subpart. As soon as practicable, this area will be added to the list in paragraph (A)(3) of this section or the designation will be terminated by the Administrator or an inspector. The owner or person in possession of an area for which designation is terminated will be given notice of the termination as soon as practicable.
3. The following areas are designated as quarantined areas:

CALIFORNIA

Alameda County. The entire county.
Contra Costa County. The entire county.
Humboldt County. The entire county.
Lake County. The entire county.
Marin County. The entire county.
Mendocino County. The entire county.
Monterey County. The entire county.
Napa County. The entire county.
San Francisco County. The entire county.
San Mateo County. The entire county.
Santa Clara County. The entire county.
Santa Cruz County. The entire county.
Solano County. The entire county.
Sonoma County. The entire county.

OREGON

Curry County. That portion of the county as follows: In T. 39 S., R. 13 W., secs. 32,33 and 34; T. 40 S., R. 13 W., secs 3, 4, 5, 8, 9, 10, southeast quarter of sec 11, southwest quarter of sec. 12, northwest quarter of sec. 13, northeast quarter of secs. 14, 15, 16, and 17, east half of sec. 18, east half of secs. 19, 20, 21, 22, 28, and 29, northwest quarter of secs. 30, 32, 33 and 34; T. 40 S., R. 14 W., southeast quarter of sec.23, southwest quarter of 24, northwest quarter of sec. 25, and northeast quarter of sec. 26.

(B) Regulated areas. The following areas are designated as regulated areas:

CALIFORNIA

All counties in the State not listed in paragraph (A) of this section as quarantined areas.

OREGON

All areas in the State not listed in paragraph (A) of this section as quarantined areas.

WASHINGTON

The entire State.

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Sec. 301.92-4 Conditions governing the interstate movement of regulated, restricted, and associated articles, and non-host nursery stock from quarantined and regulated areas.

Regulated, restricted and associated articles and non-host nursery stock may be moved interstate from quarantined and regulated areas only if moved in accordance with this section.

(A) Interstate movement of regulated and associated articles from quarantined areas. Regulated and associated articles may be moved interstate from a quarantined area only in accordance with this subpart.

1. With a certificate. Any regulated or associated article may be moved interstate from a quarantined area if accompanied by a certificate issued and attached in accordance with 301.92-5 and 301.92-8, and provided that the regulated or associated article is moved through the quarantined area without stopping except for refueling, rest stops, emergency repairs, and for traffic conditions, such as traffic lights or stop signs.
2. Without a certificate.
 - (i) The regulated or associated article originated outside the quarantined area and the point of origin of the article is indicated on the waybill of the vehicle transporting the article; and
 - (ii) The regulated or associated article is moved from outside the quarantined area through the quarantined area without stopping except for refueling or for traffic conditions, such as traffic lights or stop signs, and the article is not unpacked or unloaded in the quarantined area.

(B) Interstate movement of restricted articles from quarantined areas. Restricted articles may be moved interstate from a quarantined area only in accordance with this section.

1. With a permit. Any restricted article may be moved interstate from a quarantined area only if the article is moved pursuant to a permit issued by the Administrator in accordance with part 330 of this chapter.
2. Without a permit.
 - (i) The restricted article originated outside the quarantined area and the point of origin of the article is indicated on the waybill of the vehicle transporting the article; and
 - (ii) The restricted article is moved from outside the quarantined area through the quarantined area without stopping except for refueling or for traffic conditions, such as traffic lights or stop signs, and the article is not unpacked or unloaded in the quarantined area.

(C) Interstate movement of nursery stock from nurseries in quarantined areas.

1. Regulated articles of nursery stock and associated articles. Regulated articles of nursery stock and associated articles may only be moved interstate from nurseries in quarantined areas in accordance with paragraph (A) of this section
2. Non-host nursery stock. Any nursery stock of taxon not listed in 301.92-2 as a regulated or associated article may only be moved interstate from nurseries in quarantined areas as follows:
 - (i) With a certificate. If the non-host nursery stock originates from a nursery in a quarantined area that contains regulated or associated articles, the nursery stock must be accompanied by a certificate issued and attached in accordance with 301.92-5 and 301.92-8, and be moved through the

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quarantined area without stopping except for refueling, rest stops, emergency repairs, and for traffic conditions, such as traffic lights or stop signs.

- (ii) Without a certificate. If the non-host nursery stock originates from a nursery in a quarantined area that does not contain regulated or associated articles, the nursery stock may be moved interstate without a certificate, provided that:

- (a) The nursery from which plants originate has been inspected and found free of evidence of *Phytophthora ramorum* in accordance with 301.92-11(B)(3), and
- (b) The nursery stock is not rooted in soil or growing media.

(D) Interstate movement of nursery stock from nurseries in regulated areas.

1. Regulated and associated articles of nursery stock. Regulated articles of nursery stock and associated articles may only be moved interstate from nurseries in regulated areas if accompanied by a certificate issued and attached in accordance with 301.92-5 and 301.92-8, and provided that, if moved through a quarantined area en route to another State, the regulated articles of nursery stock or associated articles are moved through the quarantined area without stopping except for refueling, rest stops, emergency repairs, and for traffic conditions, such as traffic lights or stop signs.
2. Non-host nursery stock. Any nursery stock of a taxon not listed in 301.92-2 as a regulated or associated article may only be moved interstate from nurseries in regulated areas as follows:

- (i) With a certificate. If non-host nursery stock originates from a nursery in a regulated area that contains regulated or associated articles, the nursery stock must be accompanied by a certificate issued and attached in accordance with 301.92-5 and 301.92-8, and provided that, if moved through a quarantined area en route to another State, the nursery stock is moved through the quarantined area without stopping except for refueling, rest stops, emergency repairs, and for traffic conditions, such as traffic lights or stop signs.
- (ii) Without a certificate. If non-host nursery stock originates from a nursery in a regulated area that does not contain regulated or associated articles, the nursery stock may be moved interstate without a certificate, provided that the nursery from which plants originate has been inspected and found free of evidence of *Phytophthora ramorum* in accordance with 301.92-11(D)(3).

Sec. 301.92-5 Issuance and cancellation of certificates.

(A) Movements from quarantined areas.

1. An inspector may issue a certificate for the interstate movement of regulated articles, associated articles, or non-host nursery stock from a quarantined area if the inspector determines that:
 - (i) The regulated articles have been treated under the direction of an inspector in accordance with Sec. 301.92-10 of this subpart or part 305 of this chapter; or
 - (ii) The regulated articles are wood products such as regulated host species of firewood, logs, or lumber that are free of bark; or
 - (iii) The regulated article is soil that has not been in direct physical contact with any article infected with *Phytophthora ramorum*, and from which all

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duff has been removed.

- (iv) The articles are nursery stock or regulated articles of decorative trees without roots, wreaths, garlands, or greenery that:
 - (a) Are shipped from a nursery or premises in a quarantined area that has been inspected annually in accordance with the inspection and sampling protocol described in Sec. 301.92-11(A)(1) of this subpart, and that has been found free of *Phytophthora ramorum*; and
 - (b) Are part of a shipment of nursery stock, decorative trees without roots, wreaths, garlands, or greenery that has been inspected prior to interstate movement in accordance with Sec. 301.92-11(A)(2) of this subpart, and that has been found free of *Phytophthora ramorum*; and
 - (c) Have been kept separate from regulated and associated articles and non-host nursery stock not inspected between the time of the inspection and the time of interstate movement; and
 - (d) Have not been grown in, or moved from, other areas within a quarantined area except nurseries that are annually inspected for *Phytophthora ramorum* in accordance with 301.92-11, and that have been found free of evidence of *Phytophthora ramorum* infestation, except that certified nurseries which receive articles from a non-certified nursery in a quarantined or regulated area may continue to ship other plants interstate, provided that the uncertified plants are safeguarded, segregated, and withheld from interstate movement until the plants are inspected and tested and found free of evidence of *Phytophthora ramorum*.
- (v) The regulated or associated article or non-host nursery stock is to be moved in compliance with any additional emergency conditions the Administrator may impose under section 414 of the Plant Protection Act (7 U.S.C. 7714) to prevent the spread of *Phytophthora ramorum*; and
- (vi) The regulated or associated article or non-host nursery stock is eligible for unrestricted movement under all other Federal domestic plant quarantines and regulations applicable to the regulated or associated article.

2. Reserved

(B) Movements from regulated areas.

- 1. An inspector may issue a certificate for the interstate movement of regulated articles of nursery stock, associated articles, or non-host nursery stock from a nursery in a regulated area if an inspector determines that:
 - (i) The nursery from which the nursery stock originates has been inspected in accordance with 301.92-11(C) and found free of *Phytophthora ramorum* infestation; and
 - (ii) All nursery stock in the nursery have not been grown in, or moved from, nurseries except those that have been inspected for *Phytophthora ramorum* in accordance with 301.92-11 (C) and that have been found free of evidence of *Phytophthora ramorum* infestation, except that certified nurseries which receive articles from a non-certified nursery in a quarantined or regulated area may continue to ship other plants interstate,

provided that the uncertified plants are safeguarded, segregated, and withheld from interstate movement until the plants are inspected and tested and found free of evidence of *Phytophthora ramorum*; and

- (iii) The nursery stock is to be moved in compliance with any additional emergency conditions the Administrator may impose under section 414 of the Plant Protection Act (7 U.S.C. 7714) to prevent the spread of *Phytophthora ramorum*; and
- (iv) The nursery stock is eligible for unrestricted movement under all other Federal domestic plant quarantines and regulations applicable to the nursery stock.

2. Reserved.

(C) Certificates issued under paragraphs (A) and (B) of this section may be issued by any person engaged in the business of growing, processing, handling, or moving regulated or associated articles or nursery stock provided such person has entered into and is operating under a compliance agreement in accordance with 301.92-6. Any such person may execute and issue a certificate for the interstate movement of regulated or associated articles or nursery stock if an inspector has previously made the determination that the article is eligible for a certificate in accordance with any applicable section of this subpart.

(D) Any certificate that has been issued may be withdrawn, either orally or in writing, by an inspector if he or she determines that the holder of the certificate has not complied with all conditions in this subpart for the use of the certificate. If the withdrawal is oral, the withdrawal and the reasons for the withdrawal will be confirmed in writing as promptly as circumstances allow. Any person whose certificate has been withdrawn may appeal the decision in writing to the Administrator within 10 days after receiving the written notification of the withdrawal. The appeal must state all of the facts and reasons upon which the person relies to show that the certificate was wrongfully withdrawn. As promptly as circumstances allow, the Administrator will grant or deny the appeal, in writing, stating the reasons for the decision. A hearing will be held to resolve any conflict as to any material fact. Rules of practice concerning a hearing will be adopted by the Administrator.

Sec. 301.92-6 Compliance agreements and cancellation.

(A) Any person engaged in growing, processing, handling, or moving regulated articles, associate articles, or non-host nursery stock may enter into a compliance agreement when an inspector determines that the person understands this subpart, agrees to comply with its provisions, and agrees to comply with all the provisions contained in the compliance agreement.

(B) Any compliance agreement may be canceled, either orally or in writing, by an inspector whenever the inspector finds that the person who has entered into the compliance agreement has failed to comply with this subpart. If the cancellation is oral, the cancellation and the reasons for the cancellation will be confirmed in writing as promptly as circumstances allow. Any person whose compliance agreement has been canceled may appeal the decision, in writing, within 10 days after receiving written notification of the cancellation. The appeal must state all of the facts and reasons upon which the person relies to show that the compliance agreement was wrongfully canceled. As promptly as circumstances allow, the Administrator will grant or deny the appeal, in writing, stating the reasons for the decision. A hearing will be held to resolve any conflict as to any material fact. Rules of practice concerning a hearing will be adopted by the Administrator.

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Sec. 301.92-7 Availability of inspectors; assembly for inspection.

(A) Any person (other than a person authorized to issue certificates under Sec. 301.92-5(C) of this subpart) who desires to move a regulated or associated article or non-host nursery stock interstate accompanied by a certificate must notify an inspector as far in advance of the desired interstate movement as possible, but no less than 48 hours before the desired time of inspection.

(B) The regulated or associated article or non-host nursery stock must be assembled at the place and in the manner the inspector designates as necessary to comply with this subpart.

Sec. 301.92-8 Attachment and disposition of certificates and record keeping.

(A) A certificate required for the interstate movement of a regulated article, associated article, or non-host nursery stock must, at all times during the interstate movement, be:

1. Attached to the outside of the container containing the regulated article, associated article, or non-host nursery stock; or
2. Attached to the regulated article, associated article, or non-host nursery stock itself if not in a container; or
3. Attached to the consignee's copy of the accompanying waybill. If the certificate is attached to the consignee's copy of the waybill, the regulated article, associated article, or non-host nursery stock must be sufficiently described on the certificate and on the waybill to identify the regulated article, associated article, or non-host nursery stock.

(B) The certificate for the interstate movement of a regulated article, associated article, or non-host nursery stock must be furnished by the carrier to the consignee listed on the certificate upon arrival at the location provided on the certificate.

(C) All nurseries that are operating under compliance agreements must maintain records of all incoming shipments of plants for a minimum of 24 months and must make them available to inspectors upon request. In addition, all nurseries that are operating under compliance agreements, except retail dealers, must maintain records of outgoing shipments for a minimum of 24 months and must make them available to inspectors upon request.

Sec. 301.92-9 Costs and charges.

The services of the inspector during normal business hours (8 a.m. to 4:30 p.m., Monday through Friday, except holidays) will be furnished without cost. The user will be responsible for all costs and charges arising from inspection and other services provided outside normal business hours.

Sec. 301.92-10 Treatments.

Treatment schedules listed in part 305 of this chapter are authorized for use on certain regulated articles to prevent the spread of *Phytophthora ramorum*. The following treatments also may be used for the regulated articles indicated:

(A) **Soil-** Heat to a temperature of at least 180° F at the center of the load for 30 minutes in the presence of an inspector.

(B) **Wreaths, garlands, and greenery of host material-** Dip for 1 hour in water that is held at a temperature of at least 160° F.

(C) **Bay leaves-** Treat with vacuum heat in accordance with part 305 of this chapter.

Sec. 301.92-11 Inspection and sampling protocol.

(A) **Nurseries in quarantined areas shipping regulated articles of nursery stock and associated articles interstate.** To meet the requirements of 301.92-5(A)(1)(iv), nurseries located in quarantined areas and that move regulated articles of nursery stock, decorative trees without roots, wreaths, garlands, or greenery, associated articles, or non-host nursery stock interstate must meet the requirements in this section. Nurseries in quarantined areas that do not meet the requirements of this section are prohibited from moving regulated articles and associated articles interstate. Nurseries in quarantined areas that do not meet the requirements of this section or paragraph (B) of this section are prohibited from moving non-host nursery stock interstate.

1. Annual inspection, sampling, and testing.

(i) **Inspection.** The nursery must be inspected annually for symptoms of *Phytophthora ramorum* by an inspector. Inspectors will visually inspect for symptomatic plants throughout the nursery, and inspection will focus on, but not be limited to, regulated articles and associated articles.

(ii) **Sampling.** A minimum of 40 plant samples must be tested per nursery location. Samples must be taken from all symptomatic plants if symptomatic plants are present. If fewer than 40 symptomatic plants are present, each symptomatic plant must be sampled and the remainder of the 40-sample minimum must be taken from asymptomatic plants. If no symptomatic plants are present, 40 asymptomatic plants must be sampled; biased toward proven hosts. Each sample may contain more than one leaf, and may come from more than one plant, but all plants in the sample must be from the same lot. Asymptomatic samples, if collected, must be taken from regulated and associated articles and nearby plants. Inspectors must conduct inspections at times when the best expression of symptoms is anticipated and must take nursery fungicide programs into consideration. Nursery owners must keep records of fungicide applications for 2 years and must make them available to inspectors upon request.

(iii) **Testing.** Samples must be labeled and sent for testing to a laboratory approved by APHIS and must be tested using a test method approved by APHIS, in accordance with 301.92-12.

(iv) **Annual certification.** If all plant samples tested in accordance with this section and 301.92-12 return negative results for *Phytophthora ramorum*, an inspector may certify that the nursery is free of evidence of *Phytophthora ramorum* infestation at the time of inspection, and the nursery will be eligible to enter into a compliance agreement in accordance with 301.92-6.

2. Pre-shipment inspection, sampling, and testing

(i) **Inspection.** During the 30 days prior to interstate movement from a nursery in a quarantined area, regulated articles or associated articles intended for interstate movement must be inspected for symptoms of *Phytophthora ramorum* by an inspector. Inspection will focus on, but not be limited to, regulated articles and associated articles. No inspections of shipments will be conducted unless the nursery from which the shipment originates has a current and valid annual certification in accordance with paragraph (A)(1)(iv) of this section.

(a) If no symptomatic plants are found upon inspection, the shipment may be considered

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free of evidence of *Phytophthora ramorum* infection and is eligible for interstate movement, provided that the nursery is operating under a compliance agreement with APHIS in accordance with 301.92-6.

- (b) If symptomatic plants are found upon inspection, the inspector will collect at least one sample per symptomatic plant, and one sample per regulated article or associated article that is in close proximity to, or that has had physical contact with, a symptomatic plant.

- (ii) Testing and withholding from interstate movement. Samples taken in accordance with paragraph (A)(2)(i)(b) of this section must be labeled and sent for testing to a laboratory approved by APHIS and must be tested using a test method approved by APHIS, in accordance with 301.92-12. The interstate movement of plants in the shipment is prohibited until the plants in the shipment are determined to be free of evidence of *Phytophthora ramorum* infection in accordance with 301.92-12.

(B) Nurseries in quarantined areas shipping non-host nursery stock interstate. Nurseries located in quarantined areas and that move non-host nursery stock interstate must meet the requirements of this paragraph or the requirements of paragraph (A) of this section. If such nurseries contain any regulated or associated articles, the nursery must meet the requirements of paragraph (A). This paragraph (B) only applies if there are no regulated or associated articles of nursery stock in the nursery. Nurseries that do not meet the requirements of paragraphs (A) or (B) of this section are prohibited from moving non-host nursery stock interstate.

1. Annual visual inspection. The nursery must be visually inspected annually for symptoms of *Phytophthora ramorum*. Inspections and determinations of freedom from evidence of *Phytophthora ramorum* infestation must occur at the time when the best expression of symptoms is anticipated.
2. Sampling. All plants showing symptoms of infection with *Phytophthora ramorum* upon inspection will be sampled and tested in accordance with 301.92-12. If symptomatic plants are found upon inspection, the following plants must be withheld from interstate shipment until testing is completed and the nursery is found free of evidence of *Phytophthora ramorum* in accordance with this paragraph (B)(3) of this section and 301.92-12: All symptomatic plants, any plants located in the same lot as the suspect plant, and any plants located within 2 meters of this lot of plants.
3. Certification. If all plant samples tested in accordance with this section and 301.92-12 return negative results for *Phytophthora ramorum*, or if an inspector determines that plants in a nursery exhibit no signs of infection with *Phytophthora ramorum*, the inspector may certify that the nursery is free of evidence of *Phytophthora ramorum* infestation at the time of inspection. Certification is valid for 1 year and must be renewed each year to continue shipping plants interstate.

(C) Nurseries in regulated areas shipping regulated articles of nursery stock or associated articles interstate. To meet the conditions of 301.92-5(B), any nursery that is located in a regulated area and contains regulated articles of nursery stock or associated articles, and ships any nursery stock interstate must meet the following requirements:

1. Annual inspection. The nursery must be inspected annually for symptoms of *Phytophthora ramorum* by an inspector. Inspections will focus on, but not be limited to, regulated articles of nursery stock and

associated articles.

2. Sampling. Samples must be taken from all symptomatic plants. If fewer than 40 symptomatic plants are present, each symptomatic plant must be sampled and additional samples must be taken from asymptomatic plants so that the minimum number of plants sampled is 40. If no symptomatic plants are present, 40 asymptomatic plants must be sampled. Each sample may contain more than one leaf, and may come from more than one plant, but all plants in the sample must be from the same lot. If samples are collected from asymptomatic plants, the samples must be taken from regulated and associated articles and nearby plants. Inspectors must conduct inspections at times when the best expression of symptoms is anticipated and must take nursery fungicide programs into consideration. Nursery owners must keep records of fungicide applications for 2 years and must make them available to inspectors upon request.
3. Annual certification. If all plant samples tested in accordance with this section and 301.92-12 return negative results for *Phytophthora ramorum*, the inspector may certify that the nursery is free of evidence of *Phytophthora ramorum* infestation at the time of inspection. Nurseries in a regulated area must have current and valid certification to ship regulated articles of nursery stock and associated articles interstate. If annual certification expires prior to reinspection, all plants in the nursery are prohibited interstate movement until the nursery is inspected, tested, and re-certified in accordance with this section and 301.92-12.

(D) Nurseries in regulated areas shipping non-host nursery stock interstate. Nurseries located in regulated areas and that move non-host nursery stock interstate must meet the requirements in this paragraph or the requirements of paragraph (C) of this section. If such nurseries contain any regulated or associated articles, the nursery must meet the requirements of paragraph (C). This paragraph (D) only applies if there are no regulated or associated articles in the nursery. Nurseries that do not meet the requirements of paragraphs (C) or (D) of this section are prohibited from moving non-host nursery stock interstate.

1. Annual visual inspection. The nursery must be visually inspected annually for symptoms of *Phytophthora ramorum*. Inspections and determinations of apparent pest freedom for such nurseries must occur at the time when the best expression of symptoms is anticipated.
2. Sampling. All plants showing symptoms infection with *Phytophthora ramorum* upon inspection will be sampled and tested in accordance with 301.92-12. If symptomatic plants are found upon inspection, the following plants must be withheld from interstate shipment until testing is completed and the nursery is found free of evidence of *Phytophthora ramorum* in accordance with 301.92-12: All symptomatic plants, any plants located in the same lot as the symptomatic plant, and any plants located within 2 meters of that lot of plants.
3. Certification. If all plant samples tested in accordance with this section and 301.92-12 return negative results for *Phytophthora ramorum*, or if an inspector determines that plants in the nursery exhibit no signs of infection with *Phytophthora ramorum*, the inspector may certify that the nursery is free of evidence of *Phytophthora ramorum* infestation at the time of inspection. Certification is valid for 1 year and must be renewed each year to continue shipping plants interstate.

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(E) **Additions to the list of proven hosts and associated plants.** In the event that APHIS informs a nursery owner that additional proven hosts or associated plants exist, but those taxa are not yet listed in this subpart, the following provisions apply:

1. Nurseries operating under a compliance agreement in accordance with 301.92-6 may continue to ship plants interstate in accordance with this subpart.
2. Nurseries that had not previously contained any regulated or associated articles, and that had been inspected in accordance with 301.92-11(B)(3) and allowed to ship plants interstate without certificate, but that contain a newly identified proven host or associated plant must cease interstate shipments of regulated articles and associated hosts until the nursery is reinspected and found free of evidence of *Phytophthora ramorum* in accordance with 301.92-11. Nurseries that come under regulation during winter dormancy periods and that are not able to be inspected in accordance with § 301.92-11 prior to desired shipments of non-host nursery stock may be allowed to ship non-host nursery stock interstate at the discretion of an inspector.

Sec. 301.92-12 Testing protocols.

Samples must be analyzed using a methodology approved by APHIS at a laboratory approved by APHIS. The following methodology is approved by APHIS.

(A) **Optional ELISA Prescreening.** An APHIS-approved ELISA may be used to prescreen plant samples to determine the presence of *Phytophthora* spp.

1. **Negative prescreening results.** If all samples from a single nursery are found to be negative through APHIS-approved ELISA prescreening, no further testing is required. The nursery may be considered free of evidence of *Phytophthora ramorum*, and plants in the nursery are eligible for interstate movement under certificate in accordance with 301.92-5.
2. **Positive prescreening results.** If ELISA prescreening reveals the presence of *Phytophthora* spp. in any plants, each sample that returns positive ELISA results must be tested as provided in paragraph (B) of this section.

(B) **Mandatory testing procedures.** If ELISA prescreening is not performed, or if results of ELISA prescreening are positive for *Phytophthora* spp. in any sample, the sample must be analyzed using an APHIS-approved test. Samples will be considered positive for *Phytophthora ramorum* based on positive results of any approved test. Positive PCR or other molecular tests do not require confirmatory culture tests, nor do positive culture tests require confirmatory PCR or other molecular tests; however, if culture tests return other than positive results, an APHIS-approved PCR or other molecular test must be conducted, as provided in paragraph (B)(1) of this section.

1. PCR or other molecular tests.

- (i) **Negative results.** If the results of PCR or other molecular tests are negative for all samples in a nursery, no further testing is required. The nursery may be considered free of evidence of *Phytophthora ramorum* and plants in the nursery are eligible for interstate movement under certificate in accordance with 301.92-5.
- (ii) **Positive results.** If any samples tested using PCR or other molecular tests return positive results for *Phytophthora ramorum*, the nursery from which they originate is prohibited from moving plants interstate. The

nursery will be eligible to ship certain plants interstate when an inspector determines that those plants are free of evidence of *Phytophthora ramorum*.

2. Culture Test.

- (i) **Negative results.** If the results of culture tests are other than positive for any samples taken from a single nursery, plants in the nursery must continue to be withheld from shipment in accordance with 301.92-11 and each plant sample must be tested again using a PCR or other molecular test, as described in this section.
- (ii) **Positive results.** If any culture tests return positive results for *Phytophthora ramorum*, the nursery from which they originate is prohibited from moving plants interstate as directed by an inspector. The nursery will be eligible to ship certain plants interstate when an inspector determines that those plants are free of evidence of *Phytophthora ramorum*.

(C) **Other test methods.** Other test methods may be acceptable if approved by APHIS.

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
July 1, 2007 - June 30, 2008
FY 2007/2008**

Appendix E

**Pest Exclusion Advisory 33-2004
Non-host Nursery List and Laboratory Reservation System**



STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND
AGRICULTURE
1220 N Street, Room A-372
Sacramento, CA 95814

PEST EXCLUSION ADVISORY

NO. 33-2004

DATE: December 10, 2004
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: *Phytophthora ramorum* – Non-host Nursery List and Laboratory Reservation System

This is to inform all County Agricultural Commissioners of two additions to the Sudden Oak Death, Nursery Inspection Survey Data System (see PEA 13-2004):

- Entering a nursery onto the list of *Phytophthora ramorum* Non-host Nursery Stock Shippers
- Using the Laboratory Reservation System for *P. ramorum* Samples

List of Non-host Nursery Stock Shippers

The revised draft of Federal Order and Quarantine for *P. ramorum* will require the California Department of Food and Agriculture (CDFA) to maintain a list of nurseries that ship non-host nursery stock interstate. The list will be maintained on the CDFA's Sudden Oak Death (SOD) website (http://www.cdfa.ca.gov/phpps/pe/sod_survey). This list will be automatically generated when County Agricultural Inspectors enter information on non-host shipping nurseries that have been inspected and found free of *P. ramorum* into the Nursery Inspection Survey Data System (NISDS) (see below). Selected information entered into the NISDS will be automatically posted onto CDFA's SOD website for public viewing.

Additionally, all host and associated host nurseries in non-infested counties that have entered a compliance agreement to ship interstate will be added to the list of non-host shipping nurseries.

Using the Laboratory Reservation System for *P. ramorum* samples

According to the draft federal order and quarantine, all nurseries in non-infested counties that intend to ship host and/or associated host nursery stock interstate must be inspected and found free of *P. ramorum* (see Phytosanitary Advisory 22-2004). At each inspection, a minimum of 40 samples must be collected per nursery.

The order is anticipated soon. However, the CDFA's Plant Pest Diagnostics Center (PPDC) is already receiving a large number of samples. To facilitate the orderly processing of samples by the PPDC, a Laboratory Reservation System is being implemented **effective December 20, 2004**. After that date, all samples from *P. ramorum* host and/or associated host-shipping nurseries must be submitted using the Laboratory Reservation System. The PPDC will accept reservations for up to 20 host and associated host shipping nurseries per week. The Laboratory Reservation System must not be used for samples collected from non-host shipping nurseries. Such samples may be submitted any time and will be processed in the order in which they are received. The Laboratory Reservation System will remain in place until 60 days after the issuance of the revised Federal order. Reservations may be made on the NISDS website.

The NISDS website is located at <http://phpps.cdffa.ca.gov>. At this website you will be able to view and create lab reservations as well as input non-host nursery data. Access to the website requires a username and password. To obtain a username and password select the <sign up> link on the left side of the login page (see Figure 1). Enter your username/password and select <Login> on the page that looks similar to Figure 1.

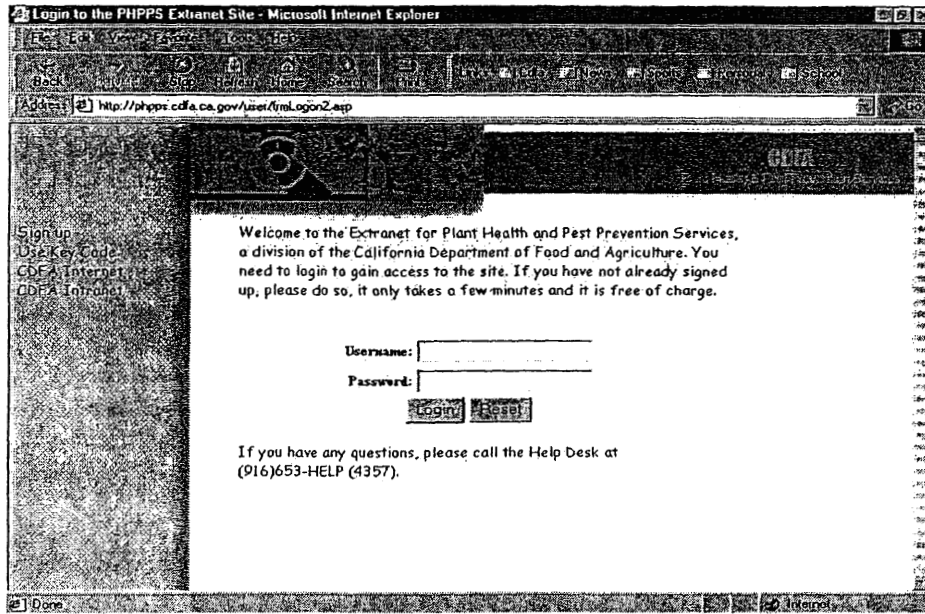


Figure 1 – Login Screen

To access the database, click <Databases> across the top of the 'Welcome' page. On the left side of the 'Databases' page, click <SOD Nursery Data Entry>. This will bring you to a page similar to Figure 2 below. All of the functions of this website can be accessed from this page. You may begin entering data into the Laboratory Reservation System on December 13, 2004.

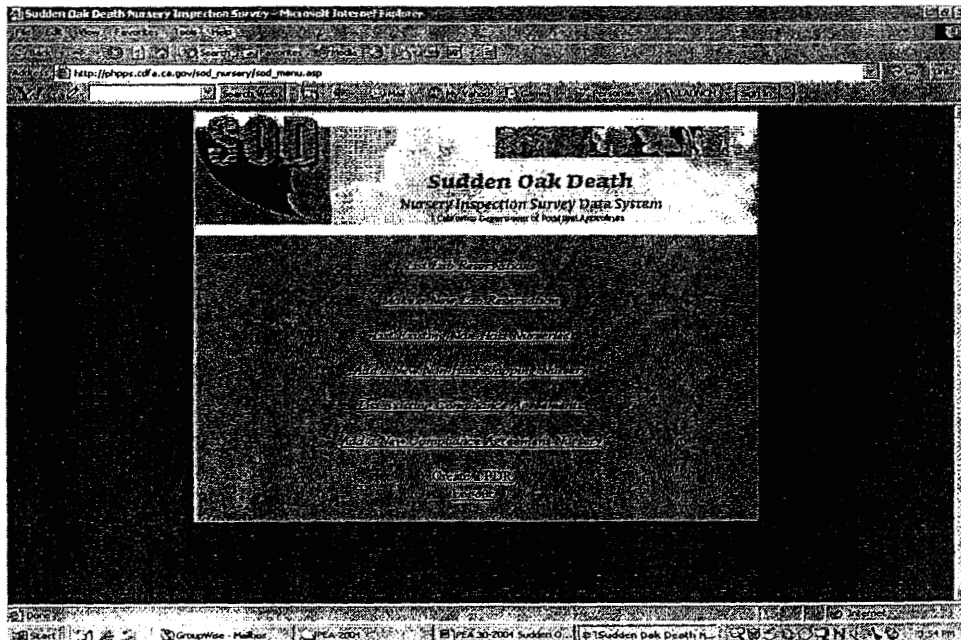


Figure 2 – SOD Nursery Inspection Survey Data System main

Please contact Casey Estep at (916) 653-1440, or by e-mail at cestep@cdfa.ca.gov, if you have any questions about entering data into the Nursery Inspection Survey Data System.

If you have any questions regarding this advisory, please contact Basil Ibewiro at (916) 653-0312, or by e-mail at bibewiro@cdfa.ca.gov

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
July 1, 2007 - June 30, 2008
FY 2007/2008**

**Appendix F
Monthly Work Report**



**Monthly Report for Sudden Oak Death
 Statewide Emergency Response
 FY 2007/2008
 From July 1, 2007 through June 30, 2008**

County: _____

Date: _____

<u>ACTIVITY</u>	NUMBER OF ACTIVITIES	HOURS (ALL ACTIVITIES)
Eradication		
Implementation of Confirmed Nursery Protocol	0	0
Implementation of Positive Retail Nursery Protocol	0	0
Trace Forward/Trace Back Investigation		
Regulatory Activities for Trace Forward/Back Investigations	0	0
Quarantine Enforcement		
Regulatory Activities at Host Nurseries	0	0
Regulatory Activities at Non-Host Nurseries	0	0
High Risk Plant Inspections	0	0
OTHER		
Communication	0	0
Training	0	0
Administrative Support	0	0
TOTALS:	0	0
VEHICLE USAGE	TOTAL MILEAGE:	0

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
July 1, 2007 - June 30, 2008
FY 2007/2008**

Appendix G

Sample Invoice

California Department of Food and Agriculture
Attn: Carol Gentry
1220 N Street, Rm A-372
Sacramento, CA 95814

SOD Statewide Emergency Response in Regulated Counties
Contract #
Budget Display FY 2007/2008
Invoice for Period from 00/00/00 to 00/00/00

Personnel Services

Name/classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
Total Hours	<u>0.00</u>	Total Salaries	<u>0.00</u>	

Total Personnel Services	0.00
Indirect (up to 25% of Personnel Services)	0.00
Total Personnel Costs:	0.00

Operating Expenses

Supplies	0.00
Total Operating Expenses:	0.00

Vehicle Usage	Miles	Rate	
Vehicle Mileage=	0.00	0.000	0.00
48.5 cents - County owned or personal vehicles			Total Mileage Cost: 0.00

28.5 cents - State/Federal owned vehicles,
rented or leased vehicles under the contract

Total Operating Expenses	<u>0.00</u>
Grand Total:	0.00

Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

**Scope of Work for *Phytophthora ramorum*
(Sudden Oak Death)
In Regulated Counties
July 1, 2007 - June 30, 2008
FY 2007/2008**

Appendix H

USDA/APHIS PPQ Tracking Log

**EXHIBIT B
(County Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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

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

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

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

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

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

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

**Workplan for Sudden Oak Death Statewide Emergency Response
 Regulated Counties
 FY 2007/2008
 From July 1, 2007 through June 30, 2008**



CALIFORNIA DEPARTMENT OF
 FOOD & AGRICULTURE

County: STANISLAUS
 Date: 3/15/2007
 *Cost Per Hour: \$48.77

Activity	Number of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Est. Hours	Estimated Annual Cost
Eradication					
Implementation of Confirmed Nursery Protocol	2	5	16	160	\$7,803.20
Implementation of Positive Retail Nursery Protocol	4	4	5	80	\$3,901.60
Trace Forward/Trace Back Survey					
Regulatory Activity for Trace Forward/Back Investigations	44	1	2	88	\$4,291.76
Quarantine Enforcement					
Regulatory Activities at Host Nurseries	7	2	24	336	\$16,386.72
Regulatory Activities at Non-Host Nurseries	8	2	16	256	\$12,485.12
High Risk Plant Inspections	5	2	16	160	\$7,803.20
Other					
Communication	N/A	N/A	N/A	42	\$2,048.34
Training	N/A	N/A	N/A	108	\$5,267.16
Administrative Support	N/A	N/A	N/A	164	\$7,998.28
				TOTAL HOURS	394
				TOTAL PERSONNEL COSTS	\$67,985.38
Overhead (Indirect Costs)--- Not to exceed 25% of Total Personnel Costs					
Enter Overhead Percentage:	25%				\$16,996.35
Miscellaneous					
Supplies					\$499.99
Vehicle Usage					
Enter Estimated Miles:	6627	Rate Per Mile:	\$0.485		
				\$3,214.10	

TOTAL COST: \$84,995.82

*Please see attached sample cost per hour worksheet

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

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

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

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

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

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

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

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

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

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

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

3. **Agency Liability**

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

4. **Potential Subcontractors**

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

5. **Right To Terminate**

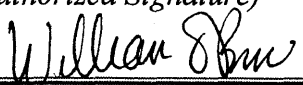
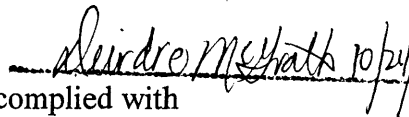
The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

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

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> STANISLAUS COUNTY		<i>Federal ID Number</i> 94-6000540 W
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> WILLIAM O'BRIEN, CHAIRMAN OF THE BOARD OF SUPERVISORS		
<i>Date Executed</i> 11/6/07	<i>Executed in the County of</i> STANISLAUS	APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL BY 

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.