

# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar Agency Director Agenda Item \_\_\_\_\_ February 9, 2021

224 West Winton Ave Room 110

January 26, 2021

Hayward, California 94544-1215

Honorable Board of Supervisors Administration Building 1221 Oak Street, Suite 536 Oakland, California 94612

phone 510.670.5333 fax 510.670.6374

Dear Board Members:

www.acgov.org/cda

**SUBJECT:** APPROVE AGREEMENT NO. 20-0966-000-SA WITH

THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FUNDING FOR REGULATORY NOXIOUS WEED CONTROL AND ERADICATION PROJECTS

FOR FISCAL YEARS 2020/2021 AND 2021/2022

# **RECOMMENDATION:**

- A. Approve Agreement No. 20-0966-000-SA between the Community Development Agency (CDA) and the State of California Department of Food and Agriculture to provide CDA funding to administer regulatory noxious weed control activities in Alameda County for the period from 1/15/2021 6/30/2022, in the amount of \$32,000.
- B. Authorize the Auditor-Controller to make the related budget adjustments.

## **DISCUSSION/SUMMARY:**

The County Agricultural Commissioner is the local regulatory enforcement authority for invasive species and noxious weed control. Historically CDFA would contract annually with CDA's Agriculture/Weights and Measures (AWM) Department and other County Agriculture Departments for regulatory noxious weed control programs. These contracts ceased in 2012 when funding became scarce. In 2019, CDFA was again able to offer funding to counties for their noxious weed control programs. The last agreement between CDFA and AWM was approved by your Board on May 12, 2020 (Item No. 33).

These noxious weed control activities prevent the establishment or spread of regulatory noxious weeds on natural lands in Alameda County and thereby protect County and State agricultural and environmental resources.

Board of Supervisors January 26, 2021 Page 2

# **FINANCING:**

This funding is provided by CDFA to augment and enhance ongoing AWM regulatory noxious weed control projects. The attached financial recommendation would increase appropriations in the amount of \$11,000, with offsetting revenue in CDA's approved FY 2020-2021 Budget and the remaining balance of \$21,000 to be requested in the FY 2021-2022 Budget. There is no increase in Net County Cost as a result of this action.

# **VISION 2026:**

Control and eradication of invasive noxious weeds meets the 10X pathways of <u>Eliminate</u> <u>Poverty and Hunger</u> and <u>Healthcare for All</u> in support of our shared vision for a <u>Healthy</u> <u>Environment</u> and <u>Safe and Livable Communities</u>.

Very truly yours,

DocuSigned by:

---002C10B338294FA...

Chris Bazar, Director Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Jennifer Schulz, County Administrator's Office
Heather M. Littlejohn, Office of the County Counsel
Sandra Rivera, Community Development Agency
Cathy Roache, CDA Deputy Director

FINANCIAL RE	COMMENDATIO		AGENDA DATE:	
Subject of Boar	rd Letter:		nent No. 20-0966-000-S	
				riculture To Provide Funding
				And Eradication Projects
		For Fiscal Years	2020/2021 And 2021/2	022
70%7.	2021		EUDID.	10000
BY:	2021	_	FUND:	10000
The use of Designa	ations, as follows:			
NAI	ME OF DESIGNA	ATION	ORG	AMOUNT
The increase (decre	ease) in anticipated	d revenue, as follows:		
ORG	ACCT	PROG	Informational PROJ/GR	AMOUNT
260155	452210	PROG	INCACAR	\$11,000
			ORG TOTAL	\$11,000
				,
ORG	ACCT	PROG	Informational PROJ/GR	AMOUNT
				A Secretary Commission
		1		
			ORG TOTAL	\$0
	CD.	AND TOTAL ANTIC	TID A THEIR DISTURBILIE	¢11,000
	GRA	AND TOTAL ANTIC	CIPATED REVENUE	\$11,000
The increase (decre	ease) in appropriat	ions, as follows:		
ORG	ACCT	PROG	Informational PROJ/GR	AMOUNT
260155	610000	PROG	FR03/GR	\$11,000
			ORG TOTAL	\$11,000
				<b>411,</b> 000
ORG	ACCT	PROG	Informational PROJ/GR	AMOUNT
O,AG		22100		* Mr. w. Jan. Mr. W. J. W.
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION

\$11,000



# CLERK, BOARD OF SUPERVISORS

DATE: 3/2/21	
TO: Cathy Roache QIC: 50705	
QIC:	
BOARD OF SUPERVISORS AGENDA DATE: 2/9/2	
ENCLOSED ARE CONTRACTS REQUIRING SIGNATURE, SUBMIT APPROVAL BY THE BOARD OF SUPERVISORS ON THE ABOVE A	TED FOR GENDA DATE.
WE RETAINED THE ORIGINAL CONTRACT FOR THE BORECORD AND FORWARDED ONE COPY TO THE AUDITO ALL REMAINING COPIES ARE RETURNED TO THE INITIDEPARTMENT FOR DISTRIBUTION.	R-CONTROLLER.
WE RETAINED THE ORIGINAL CONTRACT AND ARE FREMAINING COPIES THE INITIATING AGENCY/DEP DISTRIBUTION.	CETURNING ALL CARTMENT FOR
WE ARE RETURNING ALL ORIGINAL CONTRACT EXECUTION TO YOU. WHEN THE CONTRACTS ARE SIGNETURN THIS FORM AND THE ORIGINALLY SIGNED TO: CLERK OF THE BOARD, 1221 OAK STREET OAKLAND, CA 94612. WHEN THE SIGNED OR RETURNED, THE CLERK'S OFFICE WILL RETAIN ONE FOR AND FORWARD ONE TO THE AUDITOR-CONTROLLER.	NED – <u>PLEASE</u> D DOCUMENTS  T, SUITE 536, IGINAL(S) ARE
CONTRACT NO(S): 2021-9	
TEM: 29	
FILE: 30618	
PREPARED BY: Melissa Rydman	
PHONE\EXTENSION: X26351	
Address or QIC: 20101 or 1221 Oak Street, Suite 536, Oakland	d CA 94612

P:\agenda\forms\Suspense Contract Form 2016.doc

# COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER

20-0966-000-SA

1.	This Agreement is entered into between the State	Agency and the Recipient nam	ned below:
	STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF FOOD AN	D AGRICULTURE (CDFA)	
	RECIPIENT'S NAME COUNTY OF ALAMEDA		
2.	The Agreement Term is: January 15, 2021 through	h June 30, 2022	
3.	The maximum amount of this Agreement is: \$32	2,000.00	
4.	The parties agree to comply with the terms and coreference made a part of the Agreement:	nditions of the following exhibit	s and attachments which are by this
	Exhibit A: Recipient and Project Information		1 Page
	Exhibit B: General Terms and Conditions		4 Page(s)
	Exhibit C: Payment and Budget Provisions		1 Page
	Attachments: Scope of Work and Budget		
IN W	/ITNESS WHEREOF, this Agreement has been execut	ed by the parties hereto. RECIPIENT	
	PIENT'S NAME (Organization's Name) JNTY OF ALAMEDA		
BY (A	Authorized Signature)	DATE SIGNED (Do not type)	
<u></u>	Leith Gard	3/21	2021
PRIN	TED NAME AND TITLE OF PERSON SIGNING KEIT		ENT OF THE BOARD OF SUPERVISORS FALAMEDA COUNTY, CALIFORNIA
ADDI 224	RESS W. Winton Avenue, Room 184, Hayward, CA 9454	14	11
	STATE	OF CALIFORNIA	N
	NCY NAME LIFORNIA DEPARTMENT OF FOOD AND AG	RICULTURE (CDFA)	
BY (A	Authorized Signature)	DATE SIGNED (Do not type)	
	TED NAME AND TITLE OF PERSON SIGNING 'STAL MYERS, BRANCH CHIEF, OFFICE OF GRA	ANTS ADMINISTRATION	
ADDI	RESS		
	ON STREET, ROOM 120 CRAMENTO, CA 95814	Approved as to Form	n CJ
		DONNA R. ZIEGLEF	t, County Counsel
		Print Name Leat	

#### **EXHIBIT A**

## RECIPIENT AND PROJECT INFORMATION

CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIEN	FOR RECIPIENT:	
Name:	David Kratville	Name:	Cathy Roache	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF ALAMEDA	
Address:	2800 Gateway Oaks Drive	Address:	224 W. Winton Avenue, Room 184	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hayward, CA 94544	
Phone:	916-201-2588	Phone:	510-670-5232	
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	cathy.roache@acgov.org	

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:
Name:	Jennifer Gordon	Name: Don McCoon, Jr.
Division/Branch:	PHPPS/INTEGRATED PEST	Organization:
	CONTROL	Alameda County - Agriculture/Weights & Measur
Address:	2800 Gateway Oaks Drive	Address: 224 W. Winton Avenue, Room 184
City/State/Zip:	Sacramento, CA 95833	City/State/Zip: Hayward, CA 94544
Phone:	916-262-1102	Phone: 510-670-5232
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:

(if differe	ONTACT FOR RECIPIENT nt from above):
Name: Co	ra Robles
Organizat	on <sub>Alameda</sub> County-Agriculture/WM
Address:	224 W. Winton Avenue, Room 184
City/State	Zip: Hayward, CA 94544
Pnone:	510-670-6690
Email Add	ress: cora.robles@acgov.org

4.	RECIP	<u>IENT: P</u>	<u>lease</u>	<u>check</u>	appropriate	<u>box b</u>	<u>elow:</u>
----	-------	----------------	--------------	--------------	-------------	--------------	--------------

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

This award	does	does not	support R&D.

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

#### **EXHIBIT B**

#### **GENERAL TERMS AND CONDITIONS**

## 1. Approval

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

# 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

# 3. Assignment

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

### 4. Governing Law

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

#### 5. State and Federal Law

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

# 6. Recipient Commitments

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

# 7. Performance and Assurances

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

#### 8. Mutual Liability

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

### 9. Property Damage

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

### 10. <u>Unenforceable Provision</u>

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

# 11. Contractors/Consultants

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

#### 12. Non-Discrimination Clause

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

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

### 13. Excise Tax

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

#### 14. Disputes

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

#### 15. Right to Terminate

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

#### 16. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

#### 17. Force Majeure

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

## 18. Suspension of Payments

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

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

#### 19. Breach Provisions

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

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

## 20. Publicity and Acknowledgement

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

#### 21. News Releases/Public Conferences

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

# 22. Scope of Work and Budget Changes

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

## 23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

# 24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

#### 25. Closeout

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

#### 26. Confidential and Public Records

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

## 27. Amendments

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

#### **EXHIBIT C**

# **PAYMENT AND BUDGET PROVISIONS**

## 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

# 3. Prompt Payment Clause

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

## 4. Budget Contingency Clause

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

# PROJECT APPLICATION:

# Alameda County Dept of Agriculture Regulatory Noxious Weed Control and Eradication

# I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

# II. Project Plan

Weed Species to be Controlled: Regulatory noxious weeds undergoing monitoring, control and eradication by county include primarily: Japanese Dodder, Artichoke Thistle, Purple Starthistle, Barb Goatgrass and the recently added Medusahead. Algerian Sea Lavender (Limonium ramosissimum) because it is a Q-rated weed of regional significance targeted for Bay-Wide eradication by all Bay Area counties. Limonium work is already underway by California Invasive Plant Council, acting as contractor for this project. Mapping and possible treatment of other CCR 4500 weeds as well as A and Q rated weeds will take place as opportunity and resources permit.

**Methodology:** The overall methodology for this project is containment, which includes (1) strategic treatment of weed populations of the above species that are most likely to spread and (2) mapping to track any new populations of target weeds. Calflora will be used as our mapping tool. Eradication of Invasive Sea Lavender will occur at selected top tidal marsh location in the county as identified by the regional project coordinator. This is part of a bay-wide eradication project. Survey and treatments for the remaining noxious weed species will be made to the extent possible based on resource considerations and to improve rangelands for agricultural production. Priority to areas burned in recent wildfires. For CEQA compliance we will submit a Notice of Exemption/ Regulatory Exemption. All other permitting and access permission is in place.

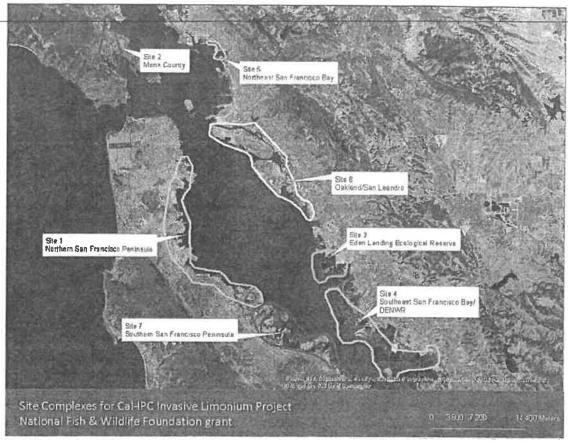
**Location(s):** Regulatory Noxious weeds can be found countywide (see maps). Limonium project – (See maps)

Weed Removal/Control Techniques(s): Chemical treatments will be targeted primarily at Artichoke/Purple Starthistle sites, and Barb Goatgrass sites (due to limited known distribution in Alameda County of this weed species). Mechanical removal will be used primarily for Japanese Dodder by county staff and tree removal contractors as required. Additionally, listed regulatory noxious weeds shall be surveyed and treated when/if possible and within the scope of remaining project resources. Limonium control will be implemented using an imazapyr-glyphosate mix applied from backpack sprayers. Limonium plants will also be hand-pulled by volunteers along with flaming seedling carpets with a propane burner. Two visits per season to each site, six weeks apart, are needed to achieve full efficacy. See Budget for herbicides.

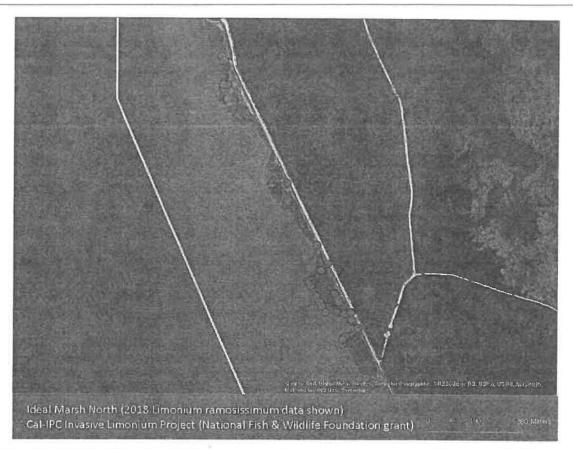
# III. Reporting

A mid-year report, describing work done and photographs, will be submitted by September 1, 2021. Progress on Limonium project will be documented in report. Mapping and posting of other noxious weed work done will be through use of the Calflora website, where work will be shared with county project and CDFA grant managers.

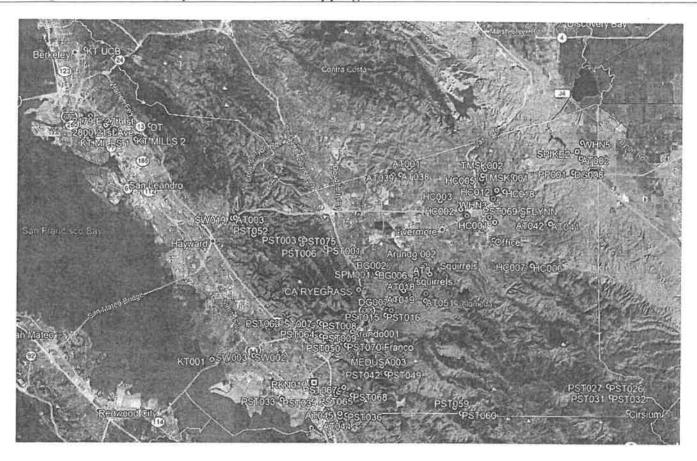
At end of grant, the final report will be submitted, detailing results and progress of projects undertaken with these resources.



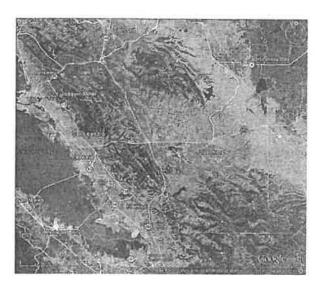












Sample Alameda County Noxious Weed Mapping Data. <u>Top</u>- various weeds under management, control & eradication by County & Partners including: Purple Starthistle (PST), Artichoke Thistle (AT), Iberian Starthistle (IST), Hoary Cresses (HC), Rush Skeletonweed (SW), Barb Goatgrass (BG), Kangaroo Thorn (KT), Medusahead (Medusa), Russian Knapweed (RKN), White Horsenettle (WHN), Puna Grass (PG), etc. <u>Bottom Left</u>: Japanese Dodder areas of known infestation under ongoing control & erdadication. <u>Bottom Right</u>: Barb Goatgrass areas of known infestion. Sample data, not all known sites for all weeds shown.

# Budget

# County of Alameda

January 15, 2021 - June 30, 2022

		CDFA Funding	Cost Share
Personnel Services - Weed Control			
Title: Agricultural and Standards Technician		\$10,000.00	\$5,000.00
Title: Agricultural and Standards Investigator		\$3,000.00	\$4,000.00
Title:		\$0.00	\$0.00
Subtotal Personnel Exp.	1777年第二年,一百里一	\$13,000.00	\$9,000.00
Operating Expenses			
Supplies: (must be itemized)			
PPE (Spray Gloves, Aprons, Coveralls, Eye Protec	tion, N95's)	\$400.00	\$500.00
Plastic bags for biosecurity transporting noxious	weeds to disposal	\$75.00	\$0.00
Shovels/Rakes/Hoes		\$100.00	\$0.00
Equipment: (must be itemized)			
		\$0.00	\$0.00
Herbicides: (must be itemized)			
Type: Milestone			
Amount: 15 Gallon	Cost: \$320.00/ Gallon	\$2,500.00	\$2,300.00
Type: Round Up Pro Max			
Amount: 20 Gallon	Cost: \$33.00/ Gallon	\$0.00	\$660.00
Type:			
Amount:	Cost:	\$0.00	\$0.00
Other			
Contractor Cal-IPC for Limonium control		\$9,000.00	\$0.00
Contractor for Japanese Dodder Removal		\$1,500.00	\$1,000.00
Japanese Dodder Disposal		\$0.00	\$400.00
Mileage for Weed Control \$0.575 x (2782.61 Mi	les)	\$600.00	\$1,000.00
	Subtotal Operation Exp.	\$14,175.00	\$5,860.00
Allowable Costs: (Not more than 10% of the award m Funding award total has max of \$3,200	nay be used for meetings, travel, adminis	tration, and coordination co	sts - i.e. \$32,000 CDFA
Meetings		\$0.00	\$0.00
Travel		\$0.00	\$0.00
Administration		\$1,075.00	\$2,000.00
Coordination		\$500.00	\$1,000.00

Wileage for Meetings, Training, Coordinat		\$0.00	\$500.00
	Subtotal	\$28,750.00	\$18,360.00
ndirect* (Max 25% of Personnel Costs)		\$3,250.00	\$2,250.00
	Total	\$32,000.00	\$20,610.00
	Grant Total CDFA Funding	\$32,000.00	
	Grant Total Cost Share	\$20,610.00	