

EXHIBIT A

**Texas AgriLIFE Extension Service Agreement for Educational Outreach for Citrus Greening Disease
September 1, 2012 thru March 31, 2013**

**Prepared by Barbara Storz, CEA - Horticulture
Hidalgo County**

1. Conduct training of Volunteer Coordinator on citrus greening disease, management of insect vector, mapping of educational programs provided, how to develop media campaign and coordinate efforts of volunteers to provide maximum educational outreach.
2. Partner with local agencies and city governments to develop media campaign to bring awareness of disease and educational programs being provided by Extension.
3. Develop training for volunteers willing to provide presentations on citrus greening and vector management.
4. Evaluate volunteers to determine knowledge gained related to identification and management of Asian Citrus Psyllid.
5. Provide educational presentations, given by Master Gardener volunteers, on Citrus Greening and control of Asian Citrus Psyllid for local residents, in English and Spanish, especially within the quarantine zone.
6. Provide one-on-one information to local residents on citrus greening at public festivals and events.
7. Provide one-on-one information to managers and owners of Winter Texan Trailer Parks encouraging their participation in efforts to protect the citrus industry by treating for the vector, Asian Citrus Psyllid.
8. Conduct outreach and provide training to local nurseries and garden centers who sell citrus to homeowners, identification of the vector, ways to manage the insect vector, importance of treatment, and how to identify citrus greening.
9. Evaluate nursery workers to determine knowledge gained related to identification and management of Asian Citrus Psyllid.
10. Survey results of educational programs by program evaluations and follow up phone calls with residents to determine what percentage of program participants treat their trees to control the vector.
11. Survey Winter Texan Trailer Parks to determine who has treated trees and work with TCM to track that information with the appropriate systems.
12. Partner with Texas A & M University Kingsville – Citrus Center staff to conduct educational programs and insect/tissue sampling where needed.
13. Partner with Texas AgriLife Extension Service staff in Cameron County as needed.

Texas AgriLIFE Extension Service
410 N. 13th Avenue
Edinburg, TX 78541
Tel. 956/383-1026
Fax. 956/383-1735
b-storz@tamu.edu
<http://hidalgo-tx.tamu.edu>



JUL 02 2012

United States
Department of
Agriculture

Marketing and
Regulatory
Programs

Animal and
Plant Health
Inspection
Service

Plant Protection
and Quarantine

Western Region
Office

2150 Centre Ave,
Bldg B-3E10
Fort Collins, CO
80526

(970) 494-7500
FAX: 494-7501

Mr. Ray Prewett
President
Texas Citrus Mutual, Inc.
901 Business Park Drive Suite 400
Mission, TX 78572

Dear Mr. Prewett:

Enclosed for your records is the Notice of Cooperative Agreement Award 12-8448-1530-CA. This Agreement is for the activities relating to Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas.

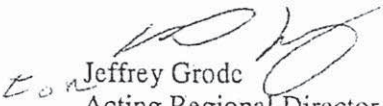
This Notice of Cooperative Agreement Award is for Federal Fiscal Year 2012 and is effective April 1, 2012, to March 31, 2013, in the amount of \$179,000.

Also enclosed is a Limited Scope Administrative and Financial Review Questionnaire. This abbreviated version is provided for your information and to give notice that, in the event you are selected for a review, you will be receiving a more comprehensive questionnaire to which you will respond and provide information necessary for the review.

We have appointed Mr. George Nash, Domestic & Emergency Program Coordinator, as the Authorized Departmental Officer's Designated Representative (ADODR) for this Cooperative Agreement. Mr. Nash can be reached at USDA, APHIS, PPQ: 903 San Jacinto Blvd., Suite 270, Austin, TX, 78701-2450; telephone: Area Code (512) 916-5241.


If you have any questions or concerns regarding this Agreement, please refer them to Mr. Nash.

Sincerely,


Jeffrey Grodc
Acting Regional Director
Western Region, PPQ

Enclosures

cc:
ABS, Minneapolis, MN
George Nash, ADODR
File

 **APHIS** Animal and Plant Health Inspection Service
Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Program
An Equal Opportunity Provider and Employer

Federal Relay Service (Voice/TTY/ASCII/Spanish)
1-800-877-8339

EXHIBIT B

AgriLIFE HLB Outreach Budget

Outreach Educator (Expected Dates of Service) 9/1/2012 – 03/31/2013)

Annual Salary (34,000.00/year prorated to 7 months)	\$19,833.33
Yearly Gas Allowance	\$ 2,822.17
Travel Budget	\$ 3,375.91
Benefits (Prorated to 7 months)	
Life Insurance	\$ 15.75
Health Insurance	\$ 2,429.00
Retirement	\$ 1,973.42
Unemployment	\$ 99.17
Social Security	\$ 1,229.67
Workers Comp	\$ 287.58

Total Salary, Travel & Benefits: \$32,066.00

Office Equipment and Supplies:

Personal Computer	\$ 1,100.00
Specialty Software	\$ 600.00
LCD Projector	\$ 800.00
Filing Cabinet	\$ 329.00
Business Cards/Shirts/Badge	\$ 215.00
Copy Paper/Office Supplies	\$ 900.00

Total Office Equipment & Supplies \$ 3,944.00

Outreach – Publications/Booth Rentals/Banners:

10,000 Citrus Greening, color – Eng/Spanish	\$ 3,500.00
500 Greenhouse, color	\$ 350.00
200 Flip Charts	\$ 405.00
200 Color Posters	\$ 300.00
5,000 Coloring Books	\$ 1,300.00
2 carts for booths	\$ 140.00
2 literature crates	\$ 50.00
Vertical Banners 6 for booths	\$ 2,000.00
Table Skirt Banners 3	\$ 230.00
Booth Rentals	\$ 450.00
Sticky Traps	\$ 465.00
500 Magnifiers	\$ 800.00

Total Outreach Materials \$ 9,990.00

Total Budget \$46,000.00

EXHIBIT C

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
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NOTICE OF COOPERATIVE AGREEMENT AWARD
 BETWEEN THE
 TEXAS CITRUS MUTUAL (COOPERATOR)
 AND THE
 UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 PLANT PROTECTION AND QUARANTINE (APHIS)

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to conduct activities that will provide specific information to the Cooperator, APHIS, and other interested parties for Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas.

ARTICLE 2 - AUTHORITIES

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

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

a. A mutually satisfactory annual Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.

b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.

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c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

d. APHIS will provide, through loan, the use of APHIS owned property and equipment to be used by the cooperator if agreed upon as necessary.

e. A physical inventory of all Federally-owned equipment loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.

f. The Cooperator shall be responsible for all maintenance, repairs and liability for any Federally-owned property while on loan from APHIS.

g. Any lost, stolen, destroyed, or damaged federally owned property must be reported to the APHIS State Office, for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property (Form AD-107) or a Report of Unserviceable, Lost, or Damaged Property, (Form Ad-112).

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator understands and agrees to/that:

a. Designate in writing to APHIS the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Furnish personnel, as required, to accomplish the activities outlined in the Work Plan and Financial Plan.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. The Cooperator's representative designated as required in Article 4.a shall certify and submit to APHIS' Authorized Representative a semiannual accomplishment report on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. They are due no later than 30 days after the end of the first six months of the agreement period and a final report is due no later than 90 days after the Agreement expires or terminates (October 31, 2012 and June 30, 2013). Any requests for an extension of time to submit the report must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the

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authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

e. Submit to APHIS' authorized representative properly certified semiannual Federal Financial Report (FFR) SF-425, no later than 30 days after the first six months of the Agreement period and a final FFR no later than 90 days after the Agreement expires or terminates (October 31, 2012 and June 30, 2013). Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 days period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.

f. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3019.24(b)(3), which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3019.22(h), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

i. Comply with 2 CFR 417, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement are not debarred or suspended. Sub recipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

j. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

k. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.

l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and

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E-Mail Security”. The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

m. Work with the appropriate APHIS Program Unit’s Information systems Security manager to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS’ Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, “Guide for the Security Certification and Accreditation of Federal Information Systems”; NIST SP 800 – 53, “Recommended Security Controls for Federal information Systems”; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

n. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator’s responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non- government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

o. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as required in the Section entitled “Equipment” of 7 CFR 3019.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 13 of this Agreement.

p. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

q. When the Federal share of total project costs as reflected in the Financial Plan is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a

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narrative justification for the proposed revision. Transfers of funds among programs, function, or activities as indicated in Section B of the SF-424A, are prohibited.

r. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

s. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

t. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

u. Any information furnished to APHIS under this **Agreement** is subject to the Freedom of Information Act (5 USC 552).

v. Submit to APHIS' designated Federal official all property management and accident reports.

w. MRP Form 74, Vehicle Sharing Checklist, will be completed before and after the vehicle is shared.

x. If Federally owned or leased vehicles are loaned, then the cooperator will manage APHIS-owned or leased vehicles in accordance with the following terms and conditions and as outlined in the APHIS Motor Vehicle Fleet Management Manual:

1. Use APHIS-owned and/or leased vehicles for official Program activities only. Home-to-work transportation will not be authorized.

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2. The registration for these vehicles will remain with APHIS. United States Government license plates will remain on each vehicle and only operators with a valid State driver's license, and approved to operate Program vehicles, will be authorized to operate these Federal vehicles.
3. All Federal gasoline credit cards will be surrendered to and retained by APHIS.
4. Complete an annual vehicle inspection. Each Federally-owned vehicle must be inspected by a qualified mechanic a least once a year. The Cooperator's operator should obtain the inspection, if possible, at a time when other maintenance is scheduled. Inspections may be obtained from a Government facility, an authorized dealer, or a qualified commercial garage or service station. The Cooperator's operator must provide the facility doing the inspection with an Annual Vehicle Inspection Checklist, MRP-65. The original MRP-65 is retained in the vehicle with a copy to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a)
5. Accommodate APHIS in conducting a physical inventory of all Federally owned property to include vehicles upon the date of delivery to the Program. These records will be the property of APHIS.
6. Each Program work unit will maintain proper security and control over their respective inventory of Federally-owned or leased vehicles. As well as providing off street storage facilities. Any vehicle moved from one location to another will be properly documented and reported to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a) in order to revise the inventory listing and/or complete an AD-107 "Report of Transfer or Other Disposition or Construction of Property," when necessary.
7. Any lost, stolen, or damaged Federally owned/leased vehicles must be reported to the Program Vehicle Fleet Manager as designated in article 5(a) for completion of the following forms; AD-107, "Report of Transfer, or other Disposition or Construction of Property," or AD-112, "Report of Unserviceable, Lost or Damaged Property."
8. Cover all operation costs of the vehicles while they are on loan.
9. Submit to the APHIS designated Federal official (Co-Director) all property management and accident reports required and/or prepared in the event of an accident. These requirements are specified in the USDA, APHIS, Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual.
10. Ensure that complete accident reporting kits are maintained in the APHIS owned/leased vehicles at all times.

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11. Provide routine maintenance and repair all damages to Federally owned/leased vehicles, less normal wear and tear, except the replacement costs are reimbursable to APHIS. Safety inspection, usage, maintenance, and reporting will be subject to those requirements as stated in the USDA, APHIS Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual and as stated in the manufacturer's vehicles manuals.

y. Provide 30 Days notice to APHIS when Federally owned/leased vehicles will no longer be needed for use on the Program or provide 30 days temporary storage for the vehicle at a central location to be mutually agreed upon by the State and/or Foundation and APHIS pending disposition advice. All vehicles loaned to the State and/or Foundation will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs.

z. The value of any APHIS owned/leased vehicles (determined by APHIS Marketing and Regulatory Practices Business Services, Administrative Services Division, Property Team) should they be totally destroyed or damaged, less normal wear and tear, will be billed to the State and/or Foundation or its designated insurance company for the National Automobile Dealers Association's average retail value adjusted for use and options, upon completion of this agreement. The cost of storage and any other cost associated with the disposition of a vehicle, less salvage value, will also be adjusted.

aa. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

bb. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by prohibiting Cooperator employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the Cooperator to implement--and to encourage its recipients, subrecipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

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(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

cc. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

dd. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

ee. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

ff. Due to a statutory limitation of 10 percent, the transfer of amounts budgeted for direct costs to absorb increases in indirect costs requires prior written approval of APHIS.

gg. As a condition of this grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

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ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the Cooperator APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this Agreement. Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Cooperator by the APHIS signatory official to appoint a temporary ADODR.

b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the Work Plan and Financial Plan.

e. Upon receipt of any final Federal Financial Report that reflects an unobligated balance of \$1,000 or more, provide written notification to the Cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator. Balances of less than \$1,000 will automatically be de-obligated by APHIS without notification.

f. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

g. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities.

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Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party’s respective plant health laws and regulations. Data provided-by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Cooperator agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Cooperator further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Cooperator is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Cooperator understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS
 Legislative and Public Affairs
 Freedom of Information and Privacy Act Office
 4700 River Rd. Unit 50, Riverdale, MD 20737
 Telephone: (301) 734-8296.

Additionally, the Cooperator agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

ARTICLE 7 – CENTRAL CONTRACTOR REGISTRATION AND
 UNIVERSAL IDENTIFIER REQUIREMENTS

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The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 25, "Financial Assistance Use of Universal Identifier and Central Contractor Registry" as specified below.

a. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions

For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- (a) A Governmental organization, which is a State, local government, or Indian Tribe;
- (b) A foreign public entity;
- (c) A domestic or foreign nonprofit organization;
- (d) A domestic or foreign for-profit organization; and

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(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

(a) Receives a subaward from you under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation", as follows:

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(a) You must report each obligating action described in paragraph a.(1) of this award term to <http://www.fsr.gov>.

(b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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(3) What to report. You must report the information about each obligating action that the submission instructions posted at [http:// www.fsr.gov](http://www.fsr.gov) specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(a) the total Federal funding authorized to date under this award is \$25,000 or more;

(b) in the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(a) As part of your registration profile at <http://www.ccr.gov>.

(b) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(a) in the subrecipient's preceding fiscal year, the subrecipient received—

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i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(a) To the recipient.

(b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

(2) Entity means all of the following, as defined in 2 CFR part 25:

(a) A Governmental organization, which is a State, local government, or Indian tribe;

(b) A foreign public entity;

(c) A domestic or foreign nonprofit organization;

(d) A domestic or foreign for-profit organization;

(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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(3) Executive means officers, managing partners, or any other employees in management positions.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from you (the recipient) under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(a) Salary and bonus.

(b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(e) Above-market earnings on deferred compensation which is not tax-qualified.

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- (f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ARTICLE 9 – AVAILABILITY OF FUNDING

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 10 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 11 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 12 – APPLICABLE REGULATIONS

As a condition of this award, the Cooperator agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; "Nonprocurement Debarment and Suspension" 2 CFR 417; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 13 – TITLE TO EQUIPMENT

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APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 14 – PATENTS AND INVENTIONS

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3019.24(b)(3).

ARTICLE 15 - COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3019.24(b)(3).

ARTICLE 16 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event

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that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the Cooperator of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this Agreement.

ARTICLE 17 – FEDERAL VEHICLE MANAGEMENT

The Cooperator agrees to comply with the requirements of 41 CFR 101-38.301-1 (41 CFR 102-34 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The Cooperator further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally owned or leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

ARTICLE 18 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 19 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3019.25, this Agreement is subject to a one-time extension of up to 12 months to complete this project. The Cooperator must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-

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424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3019.25, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 20 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 21 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

- a. **Provisions applicable to a recipient that is a private entity.**
 - 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
 - 2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—

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- i) Associated with performance under this award; or
 - ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.
- b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- 1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either--
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’ as implemented by our agency at 7 CFR 3017.
- c. **Provisions applicable to any recipient.**
- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.
 - 2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to use under this award.
 - 3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.
- d. **Definitions.** For purposes of this award term:
- 1) “Employee” means either:

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- a) An individual employed by your or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
- 2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
- 3) “Private entity”:
- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b) Includes:
 - i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii) A for-profit organization.
- 4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE 22 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

- a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is “available.”
- b. For the purposes of the requirement:
 - 1. Passenger or freight service by a certified air carrier is considered “available” even though:
 - a. Comparable or a different kind of service by a noncertificated air carrier costs less; or

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b. Service by a noncertificated air carrier can be paid for in excess foreign currency; or

c. Service by a noncertificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

2. Passenger service by a certificated air carrier is considered to be “unavailable”:

a. When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

b. When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

c. When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

ARTICLE 23 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$179,000 and the Cooperator’s share is \$0 for a total project cost of \$179,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective April 1, 2012, and shall continue through March 31, 2013, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3019.

TEXAS CITRUS MUTUAL

_____ Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

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UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

[Signature] 7/2/12
Date
Acting Regional Director
Western Regional Director, PPD

APHIS Accounting Information

Field	APR1600AD		
Cooperator	APR0VR163		
Participant Area	APR0PP9PCLC000		
WAS (Fiscal Year)	APR01130001		
Budget Period	12X2		
Account	\$170,000 (C)	5	5
Accounting Code	2501		

* Properly filled Budget Object Class