

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>19-1195-000-SG</b>

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF SAN BENITO**

2. The Agreement Term is: May 1, 2020 through December 31, 2021

**The Project Term** as identified in the Scope of Work and Budget is: May 1, 2020 through December 31, 2020

3. The maximum amount of this Agreement is: \$40,000.00

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

Exhibit A: Recipient and Project Information 1 Page

Exhibit B: General Terms and Conditions 3 Page(s)

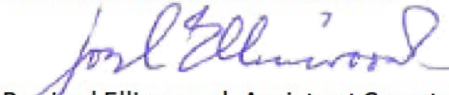
Exhibit C: Payment and Budget Provisions 1 Page

Attachments: Scope of Work and Budget

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

RECIPIENT'S NAME (Organization's Name)  
COUNTY OF SAN BENITO

Approved as to legal form  
SAN BENITO COUNTY COUNSEL

  
By: Joel Ellinwood, Assistant County Counsel

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Post Office Box 699, Hollister, CA 95024-0699

STATE OF CALIFORNIA

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The Recipients work will pertain to implementation of controlling and/or mapping of noxious and invasive weed populations as defined in the Food and Agricultural Code Section 7270-7276.

Project Title: 2020 Noxious Weed Grant Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Michelle Dennis	Name: Karen Overstreet
Division/Branch: PHPPS/INTEGRATED PEST CONTROL	Organization: COUNTY OF SAN BENITO
Address: 2800 Gateway Oaks Drive	Address: Post Office Box 699
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Hollister, CA 95024-0699
Phone: 916-262-1102	Phone: 831-637-5344
Email Address: michelle.dennis@cdfa.ca.gov	Email Address: koverstreet@cosb.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Melissa Amaya	Name: Ken Griffin
Division/Branch: PHPPS/INTEGRATED PEST CONTROL	Organization: COUNTY OF SAN BENITO
Address: 2800 Gateway Oaks Drive	Address: P. O. Box 699
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Hollister, CA 95024
Phone: 916-262-1102	Phone: (831) 637-5344
Email Address: melissa.amaya@cdfa.ca.gov	Email Address: kgriffin@cosb.us

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>	
Name:	Angela Pate
Organization:	COUNTY OF SAN BENITO
Address:	P. O. Box 699
City/State/Zip:	Hollister, CA 95024
Phone:	(831) 637-5344
Email Address:	apate@cosb.us

4. **RECIPIENT: Please check appropriate box below:**

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. **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.

3. **Governing Law**

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

4. **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.

5. **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.

6. **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.

7. **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.

8. **Unenforceable Provision**

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

9. **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.

10. **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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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, or similar occurrences.

**16. 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](mailto:CDFA.LegalOffice@cdfa.ca.gov).

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Reporting Requirements**

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

**22. 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.

**23. 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.

**24. 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.

**25. Property Damage Claims Process**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

**26. 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 SAN BENITO COUNTY

### I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- Increase the profitability and value of crop land and rangeland
- Decrease the costs of roadside, park, and waterway maintenance
- Reduce the fire hazard and fire control costs in the state
- Protect the biodiversity of native ecosystems
- Maintain the recreational and aesthetic value of open space, recreational, and public areas
- Increase water supply and flow

Project Activities (check all that apply):

- Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- Abatement of noxious weed infestations on land vital to the success of the program

### II. Project Plan

**Weed Species to be Controlled:** The San Benito County Agricultural Commissioner assisted by the San Benito County Weed Management Area (WMA) will use funds to target treatment of purple starthistle in key areas that threaten agriculture and sensitive species – particularly the California red-legged frog (CRLF), and the California tiger salamander, both of which are listed as a threatened species under the Endangered Species Act. Other noxious weed identified during the survey and treatment may also be targeted for control.

Purple starthistle (*Centuarea calcitrapa*, CDFA "B", Cal-IPC "Moderate") is highly unpalatable to cattle and wildlife alike and displaces other important cattle and wildlife forage species, leading to substantial decrease in forage quality where left untreated. Because purple starthistle (PST) favors streams edges and moist areas, it specifically threatens California red-legged frog habitat. While only two populations of this species are known to occur in San Benito County, both populations occur in critical habitat for the California red-legged frog. This species has been identified as a high priority for the San Benito County Agricultural Commissioner because of its limited distribution with potential to spread into thousands of acres of uninfested areas, and the direct threat to CRLF critical habitat within the county

**Methodology:** This project will use an integrated pest management approach, combining herbicide for areas proposed for initial treatment and hand removal in sites where initial treatment has been completed and follow-up treatment is required. The San Benito County Agricultural Commissioner's office will be the lead on this project as a whole but will work closely with the county and private ranchers to implement this project. Documents verifying CEQA compliance will be provided prior to the start of the project.

**Location(s):** Two distinct populations of PST occur in San Benito county agricultural lands: San Juan Canyon (75 acres), and Tres Pinos Creek (Scattered individuals along a 4 mile stretch of creek). Both sites occur in or adjacent to critical habitat of the California red-legged frog. The San Juan Canyon site occurs along the historic Juan Bautista de Anza Trail, a National Historic Trail managed by the National Park Service that is popular with

hikers, mountain bikers, and equestrians. If feasible, survey and treatment will be expanded to additional areas of the County.

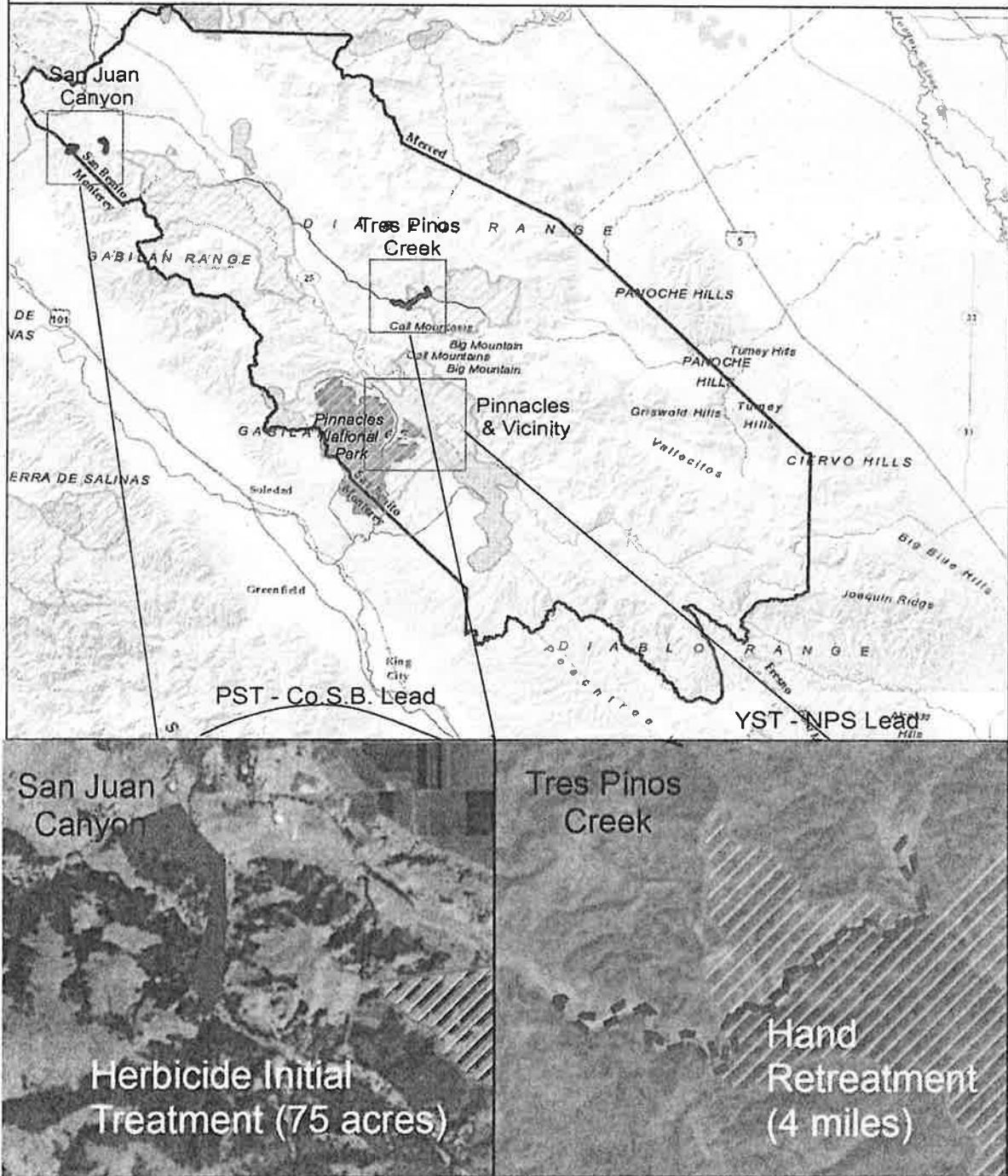
**Weed Removal/Control Techniques(s):** The County of San Benito will contract with Nutrien Ag Solutions to spray the San Juan Canyon initial treatment site using a broadcast treatment of milestone (Aminopyralid). The Tres Pinos Creek site has been treated by the County Agricultural Commissions office. Although the county successfully eradicated the original source population in the upper watershed, scattered individuals still occur along Tres Pinos creek. For this site, a San Benito County Agricultural Commissioner staff biologist and technician assisted by the San Benito Weed Management Area (WMA) will survey and hand remove remaining PST from the watershed.

### III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2020.

Final project reports are required 30 days after project completion, no later than January 30, 2021. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Figure 1. Project Area Overview Map





San Benito County

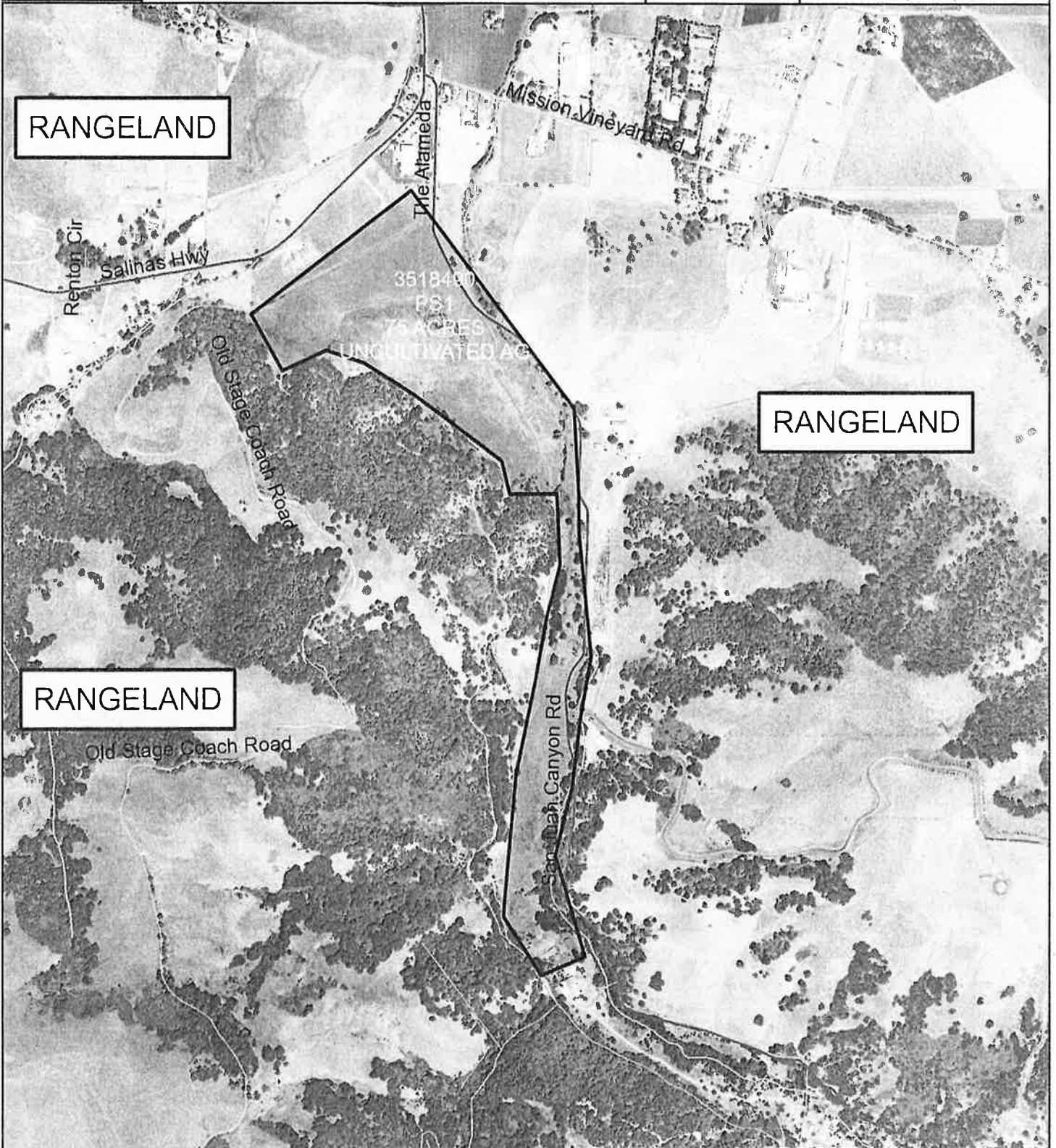
Permit Number: 3518490

PURPLE STAR 1

Created On: 1/27/2020

DAVIDSON/DASSEL

Operator: SAN BENITO CO AG  
COMMISSIONER



Included Sites: PS1



## Budget

San Benito

May 1, 2020 - December 31, 2020

	CDFA Funding	Cost Share
<b>Personnel Services - Weed Control</b>		
Title: Agricultural Commissioner	\$0.00	\$6,400.00
Title: Deputy Agricultural Commissioner	\$10,250.00	\$10,250.00
Title: Agricultural Biologist (2)	\$6,300.00	\$6,300.00
Title: Agricultural Technician	\$3,000.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
<b>Subtotal Personnel Exp.</b>	<b>\$19,550.00</b>	<b>\$22,950.00</b>
Mileage for Weed Control \$0.575 x 1200 (Miles)	\$690.00	\$0.00
<b>Operating Expenses</b>		
<b>Supplies: (must be itemized)</b>		
Shovels etc	\$200.00	\$0.00
PPE	\$215.00	\$0.00
Backpack Sprayer	\$100.00	\$0.00
		\$0.00
<b>Equipment: (must be itemized)</b>		
	\$0.00	\$0.00
	\$0.00	\$0.00
<b>Herbicides: (must be itemized)</b>		
Type: Milestone Amount: 40 qt            Cost: \$130.00/qt	\$5,200.00	\$0.00
Type: Choice weather master Amount: 18 ga            Cost: \$55.00 ga	\$990.00	\$0.00
Type: Reign (Drift Control Agent/Deposition Aid) Amount: 10 ga            Cost: \$36.00	\$360.00	\$0.00
<b>Other</b>		
Applicator - Contractor	\$3,750.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
<b>Subtotal Operation Exp.</b>	<b>\$10,815.00</b>	<b>\$0.00</b>
<b>Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$40,000 CDFA Funding award total has max of \$4,000 for all combined)</b>		
Meetings	\$1,000.00	\$0.00
Travel	\$0.00	\$0.00
Administration	\$1,500.00	\$0.00
Coordination	\$1,500.00	\$0.00
Mileage for Allowable Costs \$0.575 x 100 (Miles)	\$57.50	\$0.00
<b>Subtotal</b>	<b>\$35,112.50</b>	<b>\$22,950.00</b>
<b>Indirect (Max 25% of Personnel Costs)</b>	<b>\$4,887.50</b>	<b>\$5,737.50</b>
<b>Total</b>	<b>\$40,000.00</b>	<b>\$28,687.50</b>
<b>Grant Total CDFA Funding</b>		<b>\$40,000.00</b>
<b>Grant Total Cost Share</b>		<b>\$28,687.50</b>