

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

18-0299-036-SF

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: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$19,279.80

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: Prime Award Information  
Recipient and Project Information

2 Page(s)

Exhibit B: General Terms and Conditions

4 Page(s)

Exhibit C: Payment and Budget Provisions

1 Page

Exhibit D: Federal Terms and Conditions

3 Page(s)

Attachments: Scope of Work and Budget

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

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN BENITO

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Post Office Box 699, Hollister, CA 95024

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

*Shirley L. Murphy* 1/3/19  
DEPUTY COUNTY COUNSEL DATE

**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

CJ

## EXHIBIT A

### PRIME AWARD INFORMATION

Federal Agency:	USDA/APHIS/PPQ
Federal Agreement Number:	18-0299-000-FR
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$5,021,946.00
Effective Dates:	7/1/18 through 6/30/19

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Light Brown Apple Moth (LBAM) regulatory activities will be conducted by the county to ensure that requirements of the United States Department of Agriculture's Federal Order for Light Brown Apple Moth (LBAM) are met and to ensure requirements of California state interior quarantine for LBAM (CCR 3434) are met.

Project Title: Light Brown Apple Moth - Regulatory

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Vince Arellano	Name: Karen Overstreet
Division/Branch: PHPPS / PEST EXCLUSION	Organization: COUNTY OF SAN BENITO
Address: 1220 N Street, Room 325	Address: Post Office Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-654-0312	Phone: 831-637-5344
Email Address: vince.arellano@cdfa.ca.gov	Email Address: koverstreet@cosb.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kelly Thornburg	Name: Karen Overstreet
Division/Branch: PHPPS / PEST EXCLUSION	Organization: COUNTY OF SAN BENITO
Address: 1220 N Street, Room 325	Address: P.O. Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-654-0312	Phone: (831) 637-5344
Email Address: kelly.thornburg@cdfa.ca.gov	Email Address: koverstreet@cosb.us

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: Billie Jimenez
Organization: COUNTY OF SAN BENITO
Address: P. O. Box 699
City/State/Zip: Hollister, CA 95024
Phone: (831) 637-5344
Email Address: bjimenez@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 applicable are 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 fulfil 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.

**22. Equipment**

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

**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.

## **27. Plant Protection Act Memorandum of Understanding**

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

## 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, monthly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, 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. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- C. 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.
- D. 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.
- E. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

#### 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.



## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### **1. Civil Rights**

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### **2. Labor Standards**

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

#### **3. Environmental Standards**

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### **4. Drug-Free Environment**

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

#### **5. Restrictions on Lobbying and Political Activities**

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

#### **6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

#### **7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

**8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

**10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

**11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

**13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

**15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

# **SCOPE OF WORK**

## **Light Brown Apple Moth Program, Regulatory**

### **July 1, 2018 – June 30, 2019**

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by California Code of Regulations (CCR) Title 3, Division 4, Chapter 3, Section 3434 (<http://pi.cdfa.ca.gov/pqm/manual/htm/419.htm>) and Federal Domestic Quarantine Order for *Ephiphys postvittana* (Light Brown Apple Moth), DA-2016-28 (or most recent version) ([http://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/lba\\_moth/regulations.shtml](http://www.aphis.usda.gov/plant_health/plant_pest_info/lba_moth/regulations.shtml))

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget), Budget Detail and payment provisions and by this reference made a part hereof.

Pest Exclusion Advisory No. 37-2015 ([http://www.cdfa.ca.gov/countyag/postings/files/PEA No. 37-2015 .pdf](http://www.cdfa.ca.gov/countyag/postings/files/PEA_No._37-2015_.pdf)) provides additional clarifications regarding authorized expenses that qualify for reimbursement.

**Authorized expenses under this Light Brown Apple Moth (LBAM) regulatory cooperative agreement include:**

#### **I. Personnel Activities**

##### **A. Quarantine Enforcement**

1. Nurseries
2. Green Waste
3. Harvested Commodities

##### **B. Other Activities**

1. Conference Calls
2. Meetings
3. Administrative Support
4. Reporting

#### **II. Non-Personnel**

##### **A. Supplies/Equipment**

##### **B. Vehicle Mileage**

#### **III. Reporting/Invoicing**

##### **A. Monthly Activity Report**

##### **B. Invoicing/Reimbursement**

**I. Personnel Activities:** The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the LBAM state interior quarantine (CCR 3434) and Federal Domestic Quarantine Order DA-2016-28 (or most recent version). This agreement is also inclusive of the following:

#### **A. Quarantine Enforcement Activities for the following regulated entities:**

##### **1. Nurseries**

**DOES NOT include retail nurseries or cut flower grower field inspections, DOES include production nurseries, and cut flower coolers, wholesale florists, garlands, wreaths or greenery and cut Christmas trees**

**i. Compliance Agreement Issuance**

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms into a spreadsheet and sending it to CDFA.

**ii. Initial Inspection/Sampling/Hold Notices**

Initial inspection of facility, collecting and submitting samples, issuing hold notices and performing hold actions.

**iii. Records & Regulatory Inspections/Sampling/Hold Notices**

Regulatory inspections (at approved intervals), records review, plant inspections, collecting and submitting samples, issuing hold notices and performing hold actions. Nursery inspection time shall be limited to a **maximum of 30 minutes per acre**.

**iv. Treatment/Re-inspection**

Discussing treatment options, overseeing treatment or disposal at LBAM positive nurseries and reinspecting treated material to determine freedom from LBAM.

**2. Green Waste**

**i. Compliance Agreements**

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements submitting a copy of compliance agreement forms to CDFA for data entry.

All green waste establishments with a compliance agreement with the LBAM Program but not under Master Permit QC 1290 (<http://phpps.cdfa.ca.gov/PE/InteriorExclusion/pdf/QC1290.pdf>) **must be reissued** a compliance agreement under the Master Permit. A copy of compliance agreements must be sent to CDFA for data entry.

**ii. Quarterly monitoring**

Records review to ensure compliance on a quarterly basis.

**3. Harvested Commodities**

**DOES NOT include exempted commodities**

**i. Compliance Agreements Issuance**

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms into a spreadsheet and sending it to CDFA.

**ii. Inspections/Sampling/Hold Notices**

Initial, monthly or pre-shipment inspections, collecting and submitting samples, issuing hold notices and performing hold actions.

**iii. Treatment/Reinspection**

Discussing treatment options, conducting or overseeing treatment at LBAM positive location and reinspecting location to determine freedom from LBAM.

**iv. Regulatory Trapping**

- There are no trapping requirements within the State Interior Quarantine (SIQ) boundaries, which includes the Contiguous Regulated Area. Trapping is not reimbursable in these areas.
- Within LBAM regulated counties, but outside of SIQ boundaries, the requirement is one trap per square mile. Servicing interval is every 30 days.

## **B. Other Activities:**

### **1. Conference calls**

Personnel hours associated with attendance at and participation in conference calls regarding LBAM quarantine response and regulatory enforcement.

### **2. Meetings**

Personnel hours associated with attendance at and participation in meetings associated with LBAM quarantine response and regulatory enforcement.

### **3. Administrative support**

Personnel hours associated with administrative activities such as data entry or invoicing for LBAM quarantine response and regulatory enforcement.

### **4. Reporting**

Personnel hours associated with entering data into the United States Department of Agriculture Integrated Plant Health Information System (IPHIS) database, completion of the "Monthly Activity Report" and any other data entry required. Use of LBAM Program forms for reporting and inspections is required. Forms created by the County **will not** be accepted.

## **II. Non-Personnel:**

### **A. Supplies/Equipment:**

**Supplies:** In accordance with 2 CFR 200.94 (<http://www.ecfr.gov/>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the LBAM Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges and organization tools.

**Equipment:** In accordance with 2 CFR 200.33 (<http://www.ecfr.gov/>), equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the LBAM Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment and motor vehicles.

All records substantiating that the supplies and equipment are used for the LBAM Program must be maintained by the county.

- B. Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan (budget). If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the Agreement period, counties must submit invoices for the current federal rate.

**Substantiation of Vehicle Mileage Costs:** Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be maintained on a monthly basis.

**III. Reporting/Invoicing:** Personnel hours associated with the compilation, submittal and maintenance of the following:

**A. Monthly Activity Report:** The County must submit a "Monthly Activity Report" utilizing the on-line County Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to report all authorized LBAM quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted through the on-line County Monthly reporting system no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Vince Arellano ([vince.arellano@cdfa.ca.gov](mailto:vince.arellano@cdfa.ca.gov)), Dayna Napolillo ([Dayna.Napolillo@cdfa.ca.gov](mailto:Dayna.Napolillo@cdfa.ca.gov)), Keith Okasaki ([Keith.Okasaki@cdfa.ca.gov](mailto:Keith.Okasaki@cdfa.ca.gov)), or by calling (916) 654-0312.

**B. Invoicing/Reimbursement:** The county must submit a monthly itemized invoice, on county letterhead, using the provided invoice template (**Appendix A**). Invoices must be submitted to CDFA no later than 30 days after the end of the coinciding reporting period. Completed official LBAM Program forms must be submitted with or prior to invoicing. Invoices will not be processed without current LBAM program forms.

1. **Allowable Costs:** All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting LBAM quarantine response and regulatory enforcement activities.
2. **Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the "Monthly Activity Report" for the invoicing period has been submitted by the County and verified by CDFA (see section IIIA. Monthly Activity Report). Personnel hours on the Monthly Activity Report must match the hours on the invoice.
3. **Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted LBAM quarantine response and regulatory enforcement activities.
4. **Personnel on Invoice Must Match Work Plan (budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).
5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the county and shall be made available upon request for audit purposes.
6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirements for federal awards.

**7. Submission of Monthly Invoice:** Invoices must be emailed to Laura Irons ([laura.iron@cdfa.ca.gov](mailto:laura.iron@cdfa.ca.gov)) and Kelly Thornburg ([kelly.thornburg@cdfa.ca.gov](mailto:kelly.thornburg@cdfa.ca.gov)).

Contact Kelly Thornburg with any questions regarding invoicing or reimbursement by email or by calling (916) 654-0312.



# APPENDIX A- MONTHLY INVOICE TEMPLATE

(County Letterhead)

## California Department of Food and Agriculture

Attn: Laura Irons & Kelly Thornburg

[laura.iron@cdfa.ca.gov](mailto:laura.iron@cdfa.ca.gov)

[kelly.thornburg@cdfa.ca.gov](mailto:kelly.thornburg@cdfa.ca.gov)

## Light Brown Apple Moth Program, Regulatory

Agreement #

July 1, 2018 - June 30, 2019

Invoice for Period from [Month, Date, Year]

## Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total Hours:	0.00	Total Salaries:	0.00
Total Personnel Services:			0.00
Indirect (up to 25% of Personnel Services):			0.00
Total Personnel Costs:			0.00

## Operating Expenses

Supplies	0.00
Equipment	0.00
Total Operating Expenses:	0.00

## Vehicle Usage

Miles	Rate	
Vehicle Mileage	0.00	0.00
Total Mileage Cost:		0.00

## Total Operating Expenses

Grand Total: 0.00

Agreement Amount

Billed to Date

Balance

0.00
0.00
0.00

Light Brown Apple Moth Program

Personnel Cost Work Sheet

FY 2018/2019

July 1, 2018 through June 30, 2019

County: San Benito

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural Technician	\$18.86	\$5.64	\$24.50	84	\$2,058.00
Agricultural Biologist Inspector II	\$23.96	\$11.04	\$35.00	60	\$2,100.00
Agricultural Biologist Inspector III	\$29.54	\$16.13	\$45.67	60	\$2,740.20
Senior Agricultural Biologist/Insp	\$36.38	\$14.80	\$51.18	96	\$4,913.28
Deputy Agricultural Commissioner	\$68.66	\$28.43	\$97.09	12	\$1,165.08
Secretary II	\$30.61	\$13.54	\$44.15	36	\$1,589.40
Account Clerk II	\$21.31	\$6.58	\$27.89	12	\$334.68
			*Total:	360	\$14,900.64

Light Brown Apple Moth Program  
Regulatory Work Plan Summary  
FY 2018/2019  
July 1, 2018 through June 30, 2019

County: San Benito  
Agreement Manager: Karen Overstreet



Expenses	Description		Total
Personnel Costs for Regulatory Activities	Compliance agreement issuance, initial and regulatory inspections, treatment and reinspections, green waste quarterly monitoring, harvested commodity trapping and inspection, data entry and attend meetings.	Total Activity Hours: 360	\$14,900.64
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage: 25%	\$3,725.16
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	Itemized Supply List Required (Y/N): N	\$0.00
Vehicles Mileage	Mileage rate must be \$0.545, or current federal rate ( <a href="http://www.irs.gov">http://www.irs.gov</a> ).	Estimated Miles: 1200	\$654.00
		Rate Per Mile: 0.545	
TOTAL COST:			\$19,279.80