

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

14-0421-SF

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

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SANTA BARBARA

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$2,410.55
Two Thousand Four Hundred Ten Dollars and Fifty Five Cents

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

| | |
|--|-----------|
| Exhibit A: | 6 Page(s) |
| • Recipient and Project Information | |
| • Scope of Work | |
| Exhibit B: | 3 Page(s) |
| • Budget & Payment Provisions | |
| • Budget | |
| Exhibit C – General Terms and Conditions | 2 Page(s) |
| Exhibit D – Federal Terms and Conditions | 3 Page(s) |

Name of Project: Phytophthora ramorum - Regulatory

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

RECIPIENT

RECIPIENT'S NAME (County's Name)
COUNTY OF SANTA BARBARA

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

263 Camino Del Remedio, Santa Barbara, CA 93110

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

Regulated Counties: Assistance includes regulatory enforcement activities in support of the federal *Phytophthora ramorum* regulation (7 Code of Federal Regulations, Section 301.92) and conducting emergency response activities as the result of detections of *Phytophthora ramorum* in nurseries and the environment.

2. The Managers for this Agreement are:

| FOR CDFA: | | FOR RECIPIENT: | |
|-----------------|-------------------------|-----------------|--------------------------------|
| Name: | Erin Lovig | Name: | Mary Ann Rajala |
| Section/Unit: | PHPPS/Pest Exclusion | Section/Unit: | COUNTY OF SANTA BARBARA |
| Address: | 1220 N Street, Room 325 | Address: | 263 Camino Del Remedio |
| City/State/Zip: | Sacramento, CA 95814 | City/State/Zip: | Santa Barbara, CA 93110 |
| Phone: | 916-654-0312 | Phone: | 805-681-5600 |
| Email Address: | erin.lovig@cdfa.ca.gov | Email Address: | mrajala@co.santa-barbara.ca.us |

3. For a detailed description of work to be performed and duties, see Scope of Work.
4. The Grant Agreement with the Federal Government supporting this Agreement is 14-0148-FR. The Catalog of Federal Domestic Assistance Number is 10.025.

SCOPE OF WORK
***Phytophthora ramorum* Program**
Regulated Counties
July 1, 2014 - June 30, 2015

The County agrees to perform *Phytophthora ramorum* Program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Federal Domestic Quarantine 7 CFR 301.92
2. DA-2014-02 Federal Order *Phytophthora ramorum* (Host Nursery Modifications)

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.

Key actions to be conducted under this cooperative agreement include:

SECTION 1: PERSONNEL ACTIVITIES

- a. **Regulatory Activities-Participating Previously Positive Nurseries**
 - i. **Regulatory Enforcement**
 - ii. **Regulatory Response**
- b. **Data Entry/Sample Submission**
 - i. **PDR**

SECTION 2: NON-PERSONNEL

- a. **Supplies/Equipment**
- b. **Vehicle/Mileage**

SECTION 3: REPORTING/INVOICING

- a. **Monthly Activity Report**
- b. **Invoicing Reimbursement**
 - i. **Allowable Costs**
 - ii. **Monthly Activity Report Required for Reimbursement**
 - iii. **Hourly Rate(s) on Invoices**
 - iv. **Personnel on Invoice Must Match Work Plan**
 - v. **Documentation**
 - vi. **Submission of Monthly Invoice**

SECTION 1: PERSONNEL ACTIVITIES

a. Regulatory Activities:

The Contractor agrees to perform regulatory enforcement activities in support of the federal *Phytophthora ramorum* regulation (7 Code of Federal Regulations, Section 301.92 and associated Federal Orders).

Please see the following link for the most current federal regulations:

http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/importexport?1dmy&urle=wcm%3apath%3a%2Faphis_content_library%2Fsa_our_focus%2Fsa_plant_health%2Fsa_domestic_pests_and_diseases%2Fsa_pests_and_diseases%2Fsa_plant_disease%2Fsa_pram%2Fct_phytophthora_ramorum_sudden_oak_death

- i. **Regulatory Enforcement at Previously Positive Nurseries (County must have a participating previously *P.ram* positive nursery)**
As required, perform inspections at establishments previously positive for *Phytophthora ramorum* that ship regulated nursery stock interstate.

http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/downloads/pdf_files/Inspection_Sampling_Protocol.pdf

- ii. **Regulatory Response at nurseries newly positive for *Phytophthora ramorum***
Activities related to the detection of *Phytophthora ramorum* such as trace forward and trace back investigations and eradication activities at positive nurseries as required by the *Phytophthora ramorum* Program and using the most current USDA protocols (please see link below):

http://www.aphis.usda.gov/wps/portal/aphis/home?1dmy&urile=wcm%3apath%3a%2Faphis_content_library%2Fsa_our_focus%2Fsa_plant_health%2Fsa_domestic_pests_and_diseases%2Fsa_pests_and_diseases%2Fsa_plant_disease%2Fsa_pram%2Fct_protocols#response

b. **Data Entry/Sample Submission**

The County is responsible for ensuring the following data sets are accurately completed in a timely manner:

- i. **Pest and Damage Record (PDR)**

County will send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The County will complete an electronic copy of CDFA's PDR on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmLogon2.asp>. A hard copy of the PDR must accompany the samples to the PPDC.

"SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

Note: **Substantiation of Personnel Costs**

Substantiation of employee hours charged to a federal program must be kept on file, and such substantiation must meet Title 2 Code of Federal Regulations Part 225, Appendix B, Section 8 (Compensation for Personnel Services). For employees that perform work on more than one program (i.e. a federally-funded program and a non-federally funded program), the USDA/APHIS requires that substantiation records meet the following standards:

- Reimbursable time must reflect the actual time (calculated after-the-fact) spent working on a federally-funded program (not an estimate).
- Total time worked each day must be accounted for.
- Daily records must be kept that document all the programs (federally-funded and other) worked on by each employee.
- The percent of time charged for each employee to the cooperative agreement must match the actual time the employee worked on that program.
- Documentation must be signed by the employee at the end of the pay period.

Note that 2 CFR 225, Appendix B also provides other means of substantiating personnel costs for employees who work on only one federally-funded program. Please review the federal regulation to ensure that your county's method of personnel cost substantiation meets the federal standards listed in the regulation.

Personnel salary costs shall be properly tracked or allocated in accordance with the Office of Management and Budget (OMB) requirements and Federal cost principles (OMB Circular A-102,

Uniform Administrative Requirements). Ensure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed.

SECTION 2: NON-PERSONNEL

Note: Substantiation of Costs

Substantiation of non-personnel costs charged to a federal program must be kept on file, and such substantiation must meet Title 2 Code of Federal Regulations Part 225, Appendix B, OMB Circular A-87.

a. Supplies/Equipment

Supplies: 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 *Phytophthora ramorum* 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: Equipment is considered articles having a useful life of more than one year and a cost equal to or more than \$100. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *Phytophthora ramorum* 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 *Phytophthora ramorum* Program must be maintained by the county.

b. Vehicle/Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the Work Plan (budget). If the federal mileage rate changes during the agreement period, counties may submit invoices at the new federal rate.

Substantiation of Vehicle Mileage Costs

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

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

a. Monthly Activity Report

During the reporting period the county will utilize the County Monthly Reporting system (<https://secure.cdfa.ca.gov/eqgov/crs/login.aspx>) to submit a monthly activity report for the *Phytophthora ramorum* Program.

Monthly activity reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Jennifer DeBernardi at jennifer.debernardi@cdfa.ca.gov or by calling (916) 654-0312.

b. Invoicing/Reimbursement

The county shall submit monthly an itemized invoice using the provided template (**Appendix A**), on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

i. Allowable Costs

All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting the *Phytophthora ramorum* Program.

ii. Monthly Activity Report Required for Reimbursement

Invoices will not be submitted for reimbursement until submission of the "Online Monthly Activity Report" for the invoicing period has been completed by the county and verified by CDFA (see section a. Monthly Activity Report above). Hours on the monthly activity report must match the personnel hours invoiced on corresponding monthly invoice.

iii. Hourly Rate(s) on Invoices

Invoices should reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. Personnel on Invoice Must Match Work Plan

Invoices must reflect work performed by individuals or classifications listed on the work plan. Invoices containing charges for listed personnel or classifications will be accepted as long as the total charges in the Personnel Services line item do not exceed 10% of the Total Personnel Services amount in this Agreement's Budget.

v. Documentation

Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to CDFA but must be retained by the county and shall be made available for audit purposes.

vi. Submission of Monthly Invoice

Send *Phytophthora ramorum* Program monthly invoice to:

California Department of Food and Agriculture
Attn: Jennifer DeBernardi
1220 N Street, Room 325
Sacramento, CA 95814

Invoices may also be submitted via email to jennifer.debernardi@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Jennifer DeBernardi via email or by calling (916) 654-0312.

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Attn: Jennifer Debernardi
Phytophthora ramorum Program
1220 N Street, Room 325
Sacramento, CA 95814

***Phytophthora ramorum* Program in Regulated Counties**
Agreement #
Budget Display FY 2014/2015
Invoice for Period from 00/00/00 to 00/00/00

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 |
| | 0.00 | 0.00 | 0.00 |
| Total Hours | <u>0.00</u> | Total Salaries | <u>0.00</u> |

| | |
|--|-------------|
| Total Personnel Services | <u>0.00</u> |
| Indirect (up to 25% of Personnel Services) | <u>0.00</u> |
| Total Personnel Services: | <u>0.00</u> |

Operating Expenses

| | |
|----------------------------------|-------------|
| Supplies | 0.00 |
| Equipment | <u>0.00</u> |
| Total Supplies/Equipment: | <u>0.00</u> |

| | | | |
|----------------------------|--------------|-------------|-------------|
| | Miles | Rate | |
| Vehicle Mileage | 0.00 | 0.000 | |
| | | | <u>0.00</u> |
| Total Mileage Cost: | | | <u>0.00</u> |

| | |
|----------------------------------|-------------|
| Total Operating Expenses: | <u>0.00</u> |
| Total Personnel Services: | <u>0.00</u> |
| Grand Total: | <u>0.00</u> |

| | |
|------------------|------|
| Agreement Amount | 0.00 |
| Billed to Date | 0.00 |
| Balance | 0.00 |

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices must include the Agreement Number, dates-of-service, type of work performed, 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.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

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

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. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses/Fiscal Documentation

- A. 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 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international 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. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- 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.

6. Budget

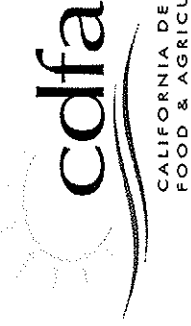
For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.

Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
FY 2014/2015
July 1, 2014 through June 30, 2015

County: Santa Barbara

| Title | Hourly Wage | Hourly Benefit Amount | Total Hourly Rate | Estimated Hours to be Worked | Total Cost |
|------------------------|-------------|-----------------------|-------------------|------------------------------|------------|
| Plant Pathologist | \$39.73 | \$32.63 | \$72.36 | 14 | \$1,013.04 |
| Deputy Ag Commissioner | \$40.81 | \$31.62 | \$72.43 | 5 | \$362.15 |
| Admin Professional | \$21.93 | \$18.62 | \$40.55 | 11 | \$446.05 |
| Total: | | | | 30 | \$1,821.24 |

Work Plan for the *Phytophthora ramorum* Program
 Regulated Counties
 FY 2014/2015
 July 1, 2014 through June 30, 2015



County: Santa Barbara

| Expenses | Description | Total |
|---|---|--|
| Personnel Costs for Regulatory Activities | Required Regulated Activities, Best Management Practice Activities, Data Entry and Sample Submission | Total Activity Hours: 30.00 \$1,821.24 |
| Overhead Costs | Indirect Costs (Not to exceed 25% of Total Personnel Costs) | Overhead Percentage: 25% \$455.31 |
| Supplies | All supply/equipment costs exceeding \$5000.00 must be accompanied by a itemized list of items to be purchased. | Itemized Supply List Required (Y/N): N \$50.00 |
| Vehicles | Mileage rate must be \$0.56, or current federal rate (http://www.irs.gov). | Estimated Miles: 150 Rate Per Mile: 0.56 \$84.00 |
| TOTAL COST: | | \$2,410.55 |

EXHIBIT C

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 work 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 the CDFA, in the form of a form of writing.

3. Indemnification

The Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. Disputes

The Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. Potential Contractors

The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy, the organization must conduct a competitive bid process. All contractors must have the proper licenses/certificates required in their respective disciplines.

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

6. Independent Recipient/Contractor

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. 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 disability, mental disability, medical condition, age, marital status, and denial of family care leave.

The Recipients and contractors will insure 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 (Gov. Code §12990 (a-f) 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 will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. Governing Law

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

9. 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.

10. Excise Tax

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

11. Right to Terminate

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

12. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

13. Reporting Requirements

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

14. 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, or other type of promotional material.

15. Amendments

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

16. Memorandum of August 2009

The County 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 Quarantined signed by CDFA August 2009. 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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291 and as follows:

1. Civil Rights

The Recipient will comply with civil rights standards which may be prescribed 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 11246; and
- G. Americans with Disabilities Act, Public Law (P.L.) 101-366.

2. Labor Standards

The Recipient will comply with labor standards which may be prescribed pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- 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, 1926.

3. Environmental Standards

The Recipient will comply with environmental standards which may be prescribed pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- 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 U.S.C. §§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 U.S.C. §§7401 et seq.);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

4. Single Audit Act Amendments of 1996

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the following:

- A. Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

5. Drug-Free Environment

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to the following:

- A. §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

6. Lobbying Restrictions

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the following:

- A. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

7. Intergovernmental Review

The Recipient will comply with intergovernmental review standards which may be prescribed 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.

8. Confidentiality

The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
- B. Privacy Act, 5 USC 552a.

9. Conservation in Procurement

The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

- A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

10. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will further agree to 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 will require recipients of lower-tier covered transactions under this Agreement to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

11. Crimes and Prohibited Activities

The Recipient will comply with crimes and prohibited activities standards which may be prescribed 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.

12. Biosafety in Laboratories

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

13. Conflicts of Interest

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

- A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

14. Patents and Copyrights

The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

- A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

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

15. Care and Use of Laboratory Animals

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4.

16. Seat Belt Use

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-03);
- 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 (Executive Order 13043).

17. All Other Federal Laws

The Recipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.