

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
13-0350-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: September 1, 2013 through June 30, 2015

3. The maximum amount of this Agreement is: \$29,378.00
Twenty Nine Thousand Three Hundred Seventy Eight Dollars and
Zero 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: 7 Page(s)
 - Recipient and Project Information
 - Scope of Work
- Exhibit B: 2 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: USFS State & Private Forestry

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) 1-21-14
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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)
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PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

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:

Prevention, early detection and eradication of noxious and invasive weed population on non-federal public and private lands near forested lands (including United States Forest Service lands) in California.

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Dean Kelch	Name: David Chang
Section/Unit: PHPPS/Plant Administration	Section/Unit: COUNTY OF SANTA BARBARA
Address: 1220 N Street, Room 341	Address: 263 Camino Del Remedio
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Santa Barbara, CA 93110
Phone: 916-403-6650	Phone: 805-681-5600
Email Address: dean.kelch@cdfa.ca.gov	Email Address: dchang@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 F10-001-4. The Catalog of Federal Domestic Assistance Number is 10.680.

2013-2015 U.S. Forest Service State and Private Forestry Weed Control Proposal for Santa Barbara County

Euphorbia terracina Cooperative Eradication Project

Contract Lead Person: David Chang, dchang@co.santa-barbara.ca.us
Contract Alternate Person: Traci Lewis, trlewis@co.santa-barbara.ca.us
Agricultural Commissioner's Office; 263 Camino del Remedio; Santa Barbara CA 93110;
ph. (805) 681-5600; fax (805) 681-5603

Project Contact Lead: David Chang, dchang@co.santa-barbara.ca.us
Agricultural Commissioner's Office; 263 Camino del Remedio; Santa Barbara CA 93110;
ph. (805) 681-5600; fax (805) 681-5603

Overall Project Goal:

Eliminate infestations of *Euphorbia terracina*, (Geraldton carnation weed), in Santa Barbara County.

What is the Benefit to US Forest Service Forested Areas and Rangelands?

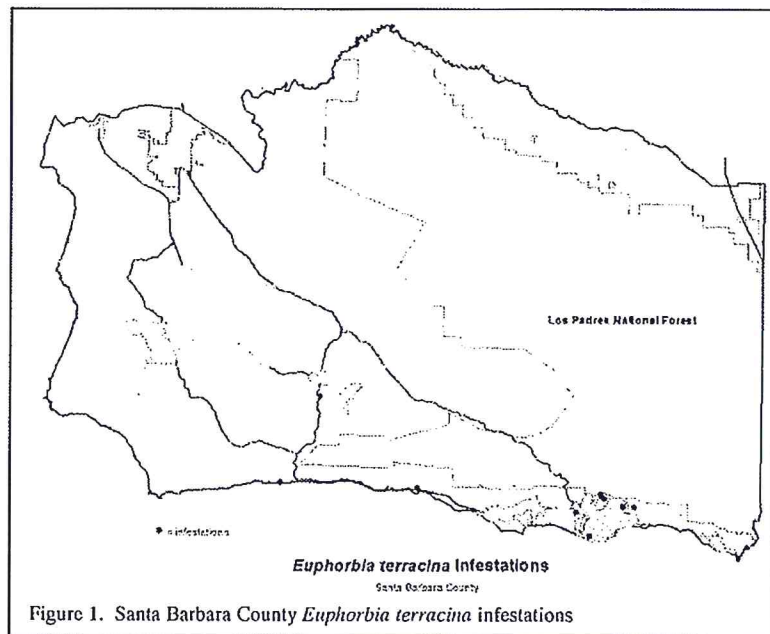
The Los Padres National Forest occupies nearly 42% of Santa Barbara County. Incipient infestations of *Euphorbia terracina* threaten to spread into national forest lands and throughout California. The infestation of this weed in Santa Barbara County is the northernmost-known coastal edge of this infestation in California. Eradication of these infestations is intended to forestall further spread of this plant northward along the coast and the Los Padres National Forest.

Native to southern Europe and the Mediterranean, *Euphorbia terracina* has been detected in Tulare County, Ventura County, Santa Barbara County, Los Angeles County, Orange County, San Diego County, the state of Pennsylvania. It was discovered in Santa Barbara County on Casitas Pass Road in 2010. In Santa Barbara County, twelve distinct infestations of *Euphorbia terracina* have been detected since the initial discovery.

Euphorbia terracina is a California

Code of Regulations §4500 listed noxious weed and is recognized as an invasive plant by the California Invasive Plant Council. This prolific weed can grow in a wide variety of terrestrial environments – hot, cold, moist, dry, sunny, shaded, disturbed, and pristine. *Euphorbia terracina* is reportedly toxic and able to cause dermatitis and eye irritation in humans, although that has not been our experience. It is apparently allelopathic and is able to create dense monoculture infestations that can exclude native plants.

This project presents an opportunity to stop the northerly spread of this plant and would preserve wildlife habitat and rangeland in Santa Barbara County and California. *Euphorbia terracina* is a priority target of the County of Santa Barbara Agricultural Commissioner's Office. Money is needed as this plant is growing in areas where it is difficult to control without additional labor.



Is This Project Linked w/ ongoing or planned project on Federal Forested Lands?

The USDA's Draft Supplemental EIR for Southern California National Forests Land Management Plan Amendment (February 2013) recognizes that invasive plants are a major threat to native biodiversity, natural ecosystems and ecosystem services:

Euphorbia terracina is not known to occur, and is not linked to any, federal project within the Santa Barbara Ranger District of the Los Padres National Forest, however, this species was brought to our attention by Christy Brigham, Chief of the Planning, Science, and Resource Management Division of the Santa Monica Mountains National Recreation Area, who has been battling an infestation in the Santa Monica Mountains NRA in Ventura and Los Angeles Counties.

The absence of any mention of the species *Euphorbia terracina* in the Land Management Plan hints to the incipient nature of this infestation. Early detection and rapid response is widely recognized to be an efficient strategy to deal with invasive species.

How will the funds be matched?

This is a cooperative project, led by the County of Santa Barbara Agricultural Commissioner's Office that operates on many properties under both public and private ownership. This project has been operating since *Euphorbia terracina*'s initial Santa Barbara discovery in 2010. The *Euphorbia terracina* eradication project is described in the following Project Objectives and Methods section of this application.

Funds from the USFS State and Private Forestry Grant will be used primarily on the largest infestation located in Mission Canyon. Match will come from volunteer labor, paid labor, expenditures, and cash contributions made by the County of Santa Barbara Agricultural Commissioner's Office, by city and state public agencies, by non-governmental organizations and by private landowners to conduct *Euphorbia terracina* eradication in Santa Barbara County.

All overhead and mileage will be applied as match.

Project Objectives and Methods:

1. Map and document project sites. Target weed locations have been identified using GPS and plotted on the County of Santa Barbara Agricultural Commissioner's Office's Geographic Information System. Digital photos and site surveys will document the extent and success of control efforts.
2. Treat *Euphorbia terracina*. USFS 2013 grant funds would be used to fund treatment of target weeds at Mission Canyon Sites #3 and #4 with herbicides or hand pull target plants. Glyphosate herbicide will be applied to target plants in early spring (2014) to control plants before setting seed. A second treatment in the same year will be scheduled in late spring or early summer to treat target plants that emerge after the first treatment. A second year (2015) treatment will follow the same schedule.
3. Treat *Euphorbia terracina*. The expenditures for *Euphorbia terracina* treatment at other sites not in Mission Canyon will be used as match. Some sites will receive assistance from Agricultural Commissioner staff as identified in the site descriptions.
4. Maintain the cooperative eradication project. The County of Santa Barbara Agricultural Commissioner's Office is encouraging and assisting public agencies and private landowners to eradicate infestations located on public and private properties. The Agricultural Commissioner's Office intends to arrange for volunteer labor from the neighborhood to assist with hand-pulling *Euphorbia terracina* in the Mission Canyon area

Most infestations will be treated with glyphosate herbicide. Native plants will be conserved where possible. Targets plants growing near desired ornamentals, perennial native plants, or other garden plants will be hand pulled to avoid damage to non-target plants. Some landowners' infestations will be hand

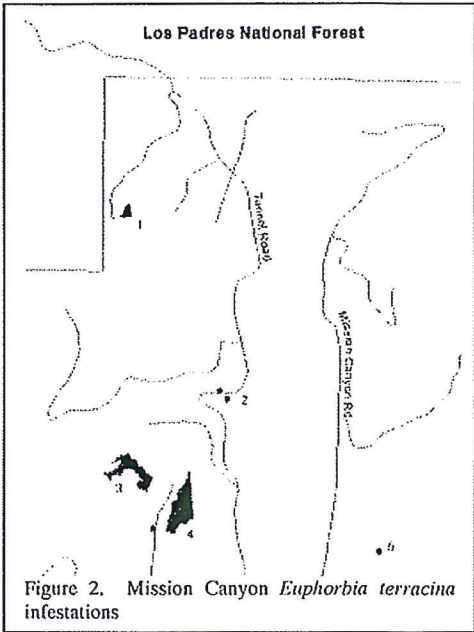
pulled at the request of the landowner or because conditions preclude the use of herbicides. Those sites are generally identified in the following site descriptions.

Following are descriptions of infestations grouped by area or common characteristics of the landowners that are involved in the project.

Mission Canyon – Mission Canyon is the most significantly infested region and is adjacent to the border of the Los Padres National Forest. The infestation at site #1 is less than 500 feet to the border of the LPNF. The grant funds are requested to treat the infestations at sites #3 and #4.

Net coverage by the target weed at sites #3 and #4 totals 1.4 acres. A weed control contractor that specializes in wildland weed control will be hired to conduct weed control at these two sites. Backpack sprayers and wick applicators will be used to apply glyphosate herbicide. Wick applicators will allow treatment of the target weed while preserving non-target plants that are growing underneath the target plants.

The Agricultural Commissioner will assist. The Mission Canyon Association, a local homeowners' group, will be recruited to provide a crew to hand-pull a portion of site #4 where the landowner has requested that herbicides not be used.



Eleven landowners are involved in the Mission Canyon region. Two landowners have requested their infestations to be hand-pulled. One small infestation covering two parcels will be hand-pulled because the infestation is intermixed with ornamental plants. The rest of the infestations will be treated with herbicides and hand-pulling.

Caltrans – Three infestations have been detected along state highways – at the intersection of Highways 192 and 150 near Carpinteria; on Highway 101 near Buellton; and at the Caltrans Road Yard in Santa Barbara. Labor to control these infestations will be contributed to match grant funds.

Park, Garden and City Street – Three infestations occur in public areas – a city park, a public garden and along a city street. Labor to control *Euphorbia terracina* here will be used to match grant funds.

Agricultural Property – Two infestations occur on agricultural property. The County of Santa Barbara Agricultural Commissioner's Office and the landowner at one property are treating these infestations with glyphosate herbicide. Treatment will continue and labor will be used to match grant funds.

Santa Cruz Island – An infestation was discovered on Santa Cruz Island. The landowner's labor and expenditure to control the target weed will be used to match grant funds.

How will the success of the project be measured?

Project sites will be monitored and re-treated annually for *Euphorbia terracina* that survive herbicide applications or that sprout after treatments, until eradication can be declared or for three years after the project's 2015 end. Eradication will be declared upon not finding *Euphorbia terracina* for three consecutive years at a project site.

What will overhead funds (if any) be used to support?

Overhead will be used for administrative services, supervision and management, training, mapping and computer resources, reporting, office supplies, and fixed costs, such as rent, electricity, etc.

Semi-Annual Report Form

CDFA/USFS SPF Semi-Annual Written Report

Written Status Reports DUE TWICE PER YEAR:
*Written Report due by April 15th for work conducted between October-March
AND
Written Report due by October 15th for work conducted between April-September*

***NOTE: Invoicing must occur quarterly.**

I. Amount & Percentage of funding spent this quarterly reporting period:

\$ _____
_____ %

II. Data Per Weed Species this period:

Common name of Weed Species	Net Acres Treated	Gross Acres Worked/ Surveyed	Percent Reduction Between Years*	IF MECHANICAL or OTHER, What type?	IF HERBICIDE, What type and how much?
Name of Species 1					
Name of Species 2					
Name of Species 3					
Name of Species 4					
Name of Species 5					

*Percent reduction or other quantitative measure comparing current treatment year data to the previous year's treated data. For example: For the 2013 field season, calculate percent reduction between data from 2012 and 2013. For the 2014 field season, calculate percent reduction between data from 2013 and 2014.

IV. List Accomplishments This QUARTER only (bullet-point type list):

- ✓ Accomplishment A
- ✓ Accomplishment B
- ✓ Accomplishment C

V. Problems encountered, changes planned, other notable points

VI. Attachments: PHOTOS (showing results), GPS DATA, AND MAPS (when updated) AND ANY EDUCATION OUTREACH PRODUCTS (posters, handouts, etc.).

**SAMPLE
Line Item Shift Form**

CDFA USFS SPF LINE ITEM SHIFT REQUEST # _____

Grantee Name:	Agreement No:
Project Name:	
Effective Date / Reasonable Justification:	For FY :

Project Budget Line Item	Line Item Amount <i>Show negative amount in (-)</i>
1. PERSONNEL	
a) Total Salaries and Wages	
b) Fringe Benefits	
TOTAL PERSONNEL	
2. OPERATING EXPENSES	
a) Supplies/General Expense	
b) Travel	
TOTAL OPERATING EXPENSES	
3. SUBCONTRACTORS/VENDORS	
4. OTHER DIRECT COSTS	
5. INDIRECT COSTS (Maximum 10%)	
GRAND TOTAL	

Recipient Signature	
Prepared By: (Print Name)	Telephone Number

For CDFA Use Only	
<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED	
CDFA AUTHORIZED SIGNATURE:	DATE:

Bill to:
 CA Department of Food and Agriculture
 Attn: Marc Yee, USFS Program
 3294 Meadowview Road
 Sacramento, CA 95832
 Send electronically to:
 dean.kelch@cdfa.ca.gov
 marc.yee@cdfa.ca.gov

Make Check Payable to:
 (Organization Name)
 (Address)
 (City, CA Zip Code)

USFS PROGRAM INVOICE

Coop Agmt No.: _____ Federal Award ID Number: 10-DG-11052021-307

Billing Period: _____ Month/Year to Month/Year
 Invoice Date: _____

Recipient's Name: _____
 Project Name: _____
 Invoice Number: _____

Budget Line Items	Coop Agmt Budget	Invoiced to Date	Amount Requested	Remaining Balance
PERSONNEL				
a) Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
b) Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
a) Supplies/General Expense	\$0.00	\$0.00	\$0.00	\$0.00
b) Travel (No. miles @ \$0.555/hr)	\$0.00	\$0.00	\$0.00	\$0.00
SUBCONTRACTORS/VENDORS	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00
INDIRECT COSTS (Maximum 10%)	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$0.00	\$0.00	\$0.00	\$0.00

In-Kind Amount (50:50 Match): \$0.00 Amount To Be Paid: \$0.00 NO EXPENDITURES this period (insert check mark)

I certify this claim contains actual expenditures for allowable costs performed in accordance with CDFA Cooperative Agreement provisions. (Blue Ink Only)

Preparer's Signature: _____	Preparer's Phone Number _____	Preparer's E-mail _____
Preparer's Date: _____		
Recipient's Signature _____	Recipient's Phone Number _____	Recipient's E-mail _____
Recipient's Date: _____		

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.

SANTA BARBARA COUNTY BUDGET
2013-2015 Cycle USFS/C DFA Grant

September 1, 2013 – June 30, 2015

	FY 2013/14	<i>In-kind '13/14</i>	FY 2014/15	<i>In-kind '14/15</i>
Personnel Services				
Agricultural Biologist (196 hrs X \$63.37/hr)		\$ 7,097		\$ 5,324
Agricultural Program Specialist (299 hrs X \$68.47/hr)		\$ 11,366		\$ 9,107
<i>Subtotal Personnel Services</i>		\$18,463		\$ 14,431
Operating Expenses				
Weed Control Contractor	\$ 19,008		\$ 10,370	
Cash contribution		\$ 300		\$ 300
Mileage (712 miles X \$ 0.555/mile)		\$ 198		\$ 198
Supplies		\$ 120		\$ 120
<i>Subtotal Operating Expenses</i>	\$ 19,008	\$ 618	\$ 10,370	\$ 618
<i>GRAND Subtotal</i>	\$ 19,008	\$ 19,081	\$ 10,370	\$ 15,049
Overhead (optional; maximum of 10%)		\$ 1,908		\$ 1,505
Totals	\$ 19,008	\$ 20,989	\$ 10,370	\$ 16,554

	FY 2013/14	FY 2014/15	total	
total USFS/C DFA	\$ 19,008	\$ 10,370	\$ 29,378	
total in-kind	\$20,989	\$ 16,554	\$ 37,543	56%

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.

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).

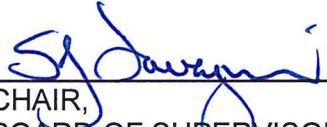
17. All Other Federal Laws

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.

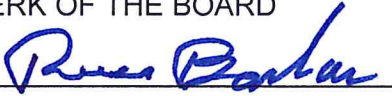
PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 21st day of January, 2014 by the following vote:

- AYES: Supervisor Carbajal, Wolf, Farr, Adam & Lavagnino
- NOES: None
- ABSTAIN: None
- ABSENT: None

COUNTY OF SANTA BARBARA

By 
CHAIR,
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By 
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI,
COUNTY COUNSEL

By 
Deputy County Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS,
AUDITOR CONTROLLER

By 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT MANAGER

By 