

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

13-0492-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: January 1, 2014 through September 30, 2014

3. The maximum amount of this Agreement is: \$110,789.43
One Hundred Ten Thousand Seven Hundred Eighty Nine Dollars and
Forty Three 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: 5 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: Light Brown Apple Moth (LBAM) 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:

Light Brown Apple Moth (LBAM) regulatory activities conducted by counties to ensure that requirements of the United States Department of Agriculture's Federal Order for LBAM are met and to ensure requirements of California state interior quarantine for LBAM (CCR 3434) are met.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Duane Schnabel	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:	duane.schnabel@cdfa.ca.gov	Email Address:	mrjala@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 13-0326-FR. The Catalog of Federal Domestic Assistance Number is 10.025.

SCOPE OF WORK
Light Brown Apple Moth Program, Regulatory
January 1, 2014 – September 30, 2014

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://www.cdfa.ca.gov/plant/lbam/regulation.html>) and
- Federal Domestic Quarantine Order for *Ephiphyas postvittana* (Light Brown Apple Moth), DA-2012-20 (or most recent version) (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 05-2012 ([http://www.cdfa.ca.gov/countyag/postings/files/PEA No. 05-2012 .pdf](http://www.cdfa.ca.gov/countyag/postings/files/PEA_No._05-2012_.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 Hours

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 Hours:** 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-2012-20 (or most recent version). This agreement is also inclusive of the following:

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, OMB Circular A-87, 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 recommends 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 (daily signatures not required).

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.

A. Quarantine Enforcement Activities for the following regulated entities:

1. Nurseries

DOES NOT include retail nurseries. DOES include production nurseries, producers of cut flowers, 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 the LBAM database.

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.

iv. Treatment/Re-inspection

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

v. Regulatory Trapping

At each qualifying nursery- Servicing one trap per 5 acres with a minimum of 1 trap per site if less than 5 acres. Servicing interval is every 30 days or less.

2. Green Waste

i. Compliance Agreements

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms into the LBAM database.

ii. Quarterly monitoring

Records review to ensure compliance on at least a quarterly basis.

3. Harvested 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 the LBAM database.

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, trapping is not reimbursable in these areas.
- Within LBAM regulated counties, but outside of SIQ boundaries the requirement for regulated host commodities is 1 trap per square mile.

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.

II. 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: Expenses of articles having a useful life of less than one year directly related to administering and conducting quarantine response and regulatory enforcement activities associated with the LBAM Program may 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: Expenses of articles having a useful life of more than one year and a cost equal to or less than the amount approved by this agreement, or \$5000, directly related to administering and conducting quarantine response and regulatory enforcement activities associated with the LBAM Program may 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 supplies and equipment expenses used for the LBAM 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 increases during the agreement period, counties may submit invoices at the increased federal rate.

Substantiation of Vehicle Mileage Costs: A log recording daily vehicle mileage must be maintained for each vehicle used for LBAM quarantine response and regulatory enforcement. The vehicle log must indicate the mileage for the LBAM Program and the name of the driver. Vehicle logs may 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 will 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) or Terra Walber (terra.walber@cdfa.ca.gov) or by calling (916) 654-0312.

- B. Invoicing/Reimbursement:** The county will submit a monthly itemized invoice, on county letterhead, using the provided template (**Appendix A**). Invoices must be submitted to CDFA no later than 30 days after the end of the coinciding reporting period.
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. Indirect may not exceed 25% of total "Personnel Costs."
 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 should 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). Invoices containing charges for non-listed personnel classifications will be accepted as long as the total of the charge does not exceed 10% of the total agreement.
 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. Submission of Monthly Invoice:

By mail:

California Department of Food and Agriculture or
Pest Exclusion Branch
Attn: Jennifer Debernardi
1220 N Street, Room 325
Sacramento, CA 95814

Via email:

Jennifer.Debernardi@cdfa.ca.gov

Questions regarding invoicing or reimbursement can be directed to Jennifer Debernardi via email (Jennifer.Debernardi@cdfa.ca.gov) or by calling (916) 654-0312.

APPENDIX A- MONTHLY INVOICE TEMPLATE

(County Letterhead)

California Department of Food and Agriculture

Attn: Jennifer Debernardi
 1220 N Street, Room 325
 Sacramento, CA 95814

Light Brown Apple Moth Program, Regulatory

Contract #
 January 1, 2014 - September 30, 2014
 Invoice for Period from [Month, Date, Year]

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries	Totals
	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 Costs:	<u>0.00</u>

Operating Expenses

Supplies	0.00
Equipment	0.00
Total Operating Expenses:	<u>0.00</u>

Vehicle Usage

Vehicle Mileage =	Miles	Rate	
	0.00	0.565	
			0.00
			<u>0.00</u>

Total Mileage Cost: 0.00

Total Operating Expenses

	<u>0.00</u>
Grand Total:	<u>0.00</u>

Contract Amount	<u>0.00</u>
Billed to Date	<u>0.00</u>
Balance	<u>0.00</u>

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.

Cost Per Hour Worksheet						
Light Brown Apple Moth Program						
April 1, 2014 - June 30, 2014						
3rd Quarter Work Plan						
County: Santa Barbara						
Contract Manager: Guy Tingos						
Date: 12/20/2013						
Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost	
Agricultural Biologist II	\$27.20	\$26.48	\$53.68	200	\$10,736.00	
Agricultural Biologist III	\$31.60	\$29.55	\$61.15	145	\$8,866.75	
Supervising Ag. Biologist	\$36.69	\$25.32	\$62.01	30	\$1,860.30	
Deputy Ag Commissioner	\$40.80	\$29.32	\$70.12	30	\$2,103.60	
Assistant Ag Commissioner	\$56.01	\$33.43	\$89.44	20	\$1,788.80	
Entomologist	\$38.57	\$31.97	\$70.54	10	\$705.40	
Plant Pathologist	\$38.57	\$31.97	\$70.54	10	\$705.40	
			Total:	445	\$26,766.25	

Cost Per Hour Worksheet

Light Brown Apple Moth Program

July 1, 2014 - September 30, 2014

4th Quarter Work Plan

County: Santa Barbara								
Contract Manager: Guy Tingos								
Date: 12/20/2013								
Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost			
Agricultural Biologist II	\$27.20	\$26.48	\$53.68	200	\$10,736.00			
Agricultural Biologist III	\$31.60	\$29.55	\$61.15	145	\$8,866.75			
Supervising Ag. Biologist	\$36.69	\$25.32	\$62.01	30	\$1,860.30			
Deputy Ag Commissioner	\$40.80	\$29.32	\$70.12	30	\$2,103.60			
Assistant Ag Commissioner	\$56.01	\$33.43	\$89.44	20	\$1,788.80			
Entomologist	\$38.57	\$31.97	\$70.54	10	\$705.40			
Plant Pathologist	\$38.57	\$31.97	\$70.54	10	\$705.40			
			Total:	445	\$26,766.25			

Light Brown Apple Moth Program
 Regulatory Work Plan Summary of 2nd-4th Quarters
 FY 2013/2014 and FY 2014/2015
 January 1, 2014 - September 30, 2014

County: Santa Barbara

 Date: 12/20/2013

Expenses	Description	2nd Qrt 1/1/14-3/31/14		3rd Qrt 4/1/14-6/30/14		4th Qrt 7/1/14-9/30/14		Total
		Hours	Total	Hours	Total	Hours	Total	
Personnel Costs	Quarantine Enforcement & Associated Activities	445.00	\$26,766.25	445.00	\$26,766.25	445.00	\$26,766.25	\$80,298.75
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)		\$6,691.56		\$6,691.56		\$6,691.56	\$20,074.68
Supplies	All supply/equipment costs exceeding \$5000.00 must be accompanied by a itemized list of items to be purchased.		\$0.00		\$0.00		\$0.00	\$0.00
Vehicles	Mileage rate must be \$0.56, or current federal rate (http://www.irs.gov).	Miles	Total	Miles	Total	Miles	Total	
		6200	\$3,472.00	6200	\$3,472.00	6200	\$3,472.00	\$10,416.00
							TOTAL COST:	\$110,789.43

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.