

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor Wilson

SUBMITTAL DATE: March 13, 2003

SUBJECT: USDA Cooperative Agreement No. 03-8500-0652-CA Providing for Coachella Valley Glassy-Winged Sharpshooter Treatments.

RECOMMENDED MOTION: That the Board approve USDA Cooperative Agreement No.03-8500-0652-CA in the amount of \$1,594,000 and authorize the chairman to sign the agreement.

BACKGROUND: Agricultural production in the Coachella Valley contributes an estimated \$1.4 billion to the local and regional economy. Among the rich and varied assortment of agricultural commodities produced in the Coachella Valley, table grapes alone represent 24% of this economic contribution, with about 10,000 planted acres.

Unfortunately, Pierce's Disease, a bacterial disease that is fatal to grapevines, was recently detected on a limited basis in Coachella Valley vineyards. This detection, along with the growing incidence of an efficient insect vector called the Glassy-Winged Sharpshooter (GWSS), present a serious threat to the continued viability of table grape farming in Riverside County.

On October 22, 2002, the Board approved critical start-up funding that allowed the Agricultural Commissioner's Office to initiate a GWSS monitoring program throughout the table grape and citrus growing areas of the Coachella Valley to precisely identify where these insects are occurring and where and when pest treatments are needed to prevent further spread of Pierce's Disease. Because the Board acted rapidly, monitoring data was generated which resulted in this Cooperative Agreement from USDA for funding.

This agreement provides \$1,594,000 to reimburse participating pest control operators and growers for costs incurred from treating Coachella Valley citrus acreage. The Agricultural Commissioner will administer the reimbursements via a temporary "pass through" account established with the assistance of the Auditor Controller's Office. This agreement was approved as to form by County Counsel.

A large, stylized handwritten signature in black ink, appearing to read "Roy Wilson".

Supervisor Roy Wilson

A handwritten signature in black ink, appearing to read "James O. Wallace".

James O. Wallace, Agricultural Commissioner
Director Of Weights and Measures

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RECEIVED IN THE COUNTY OF RIVERSIDE

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USDA, APHIS Agreement #	03-8500-0652-CA
Cooperator Agreement #	03-8500-0652-CA
Cooperator Tax Id #	95-6000930W
Expiration Date	December 31, 2003

**NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
COUNTY OF RIVERSIDE (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
PLANT PROTECTION & QUARANTINE (APHIS)**

ARTICLE 1

The purpose of this Agreement is to provide Federal financial assistance to implement an area-wide pest management program to manage glassy-winged sharpshooter (GWSS) in Riverside County, Coachella Valley, California, that will provide for (1) specific crop based management guidelines for GWSS, (2) a standardized monitoring protocol for GWSS across multiple crop types, and (3) substantially reduce populations of GWSS that decrease the potential for the spread of Pierce's disease.

ARTICLE 2

The Secretary is authorized under the Plant Protection Act, 7 USC 7701-7772, (Public Law 106-224), to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, and other persons to carry out operations or measures to detect, control, eradicate, suppress, prevent, or retard the spread of plant pests and noxious weeds.

ARTICLE 3

The cooperating parties agree to/that:

- a. The Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference.
- b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.
- c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

USDA, APHIS Agreement #	03-8500-0652-CA
Cooperator Agreement #	03-8500-0652-CA
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ARTICLE 4

The Cooperator agrees to/that:

- a. Designate in writing to APHIS the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.
- b. Furnish employees, as required, to accomplish the survey activities outlined in the Work Plan and Financial Plan.
- c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.
- d. Submit to APHIS' authorized representative semiannual accomplishment reports on program activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of the second Federal fiscal quarter and the final report which is due no later than 90 days after the Agreement expires or terminates.
- e. Submit to APHIS' authorized representative a properly certified quarterly Financial Status Report, SF-269, no later than 30 days after the end of each Federal fiscal quarter and a final SF-269 no later than 90 days after the Agreement expires or terminates. Any requests for an extension of time to submit the SF-269 must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the SF-269 are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.
- f. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3), as applicable, which provides for a decrease in the financial contributions of each cooperating party to this project.
- g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.
- h. Enroll in Vendor Express to receive electronic funds transfers of all payments requested on the SF-270 by contacting the United States Department of Agriculture, National Finance Center on (800) 421-0323 or (504) 255-4647. Cooperators without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

USDA, APHIS Agreement #	03-8500-0652-CA
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i. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g) or 7 CFR 3019.22(h).

ARTICLE 5

APHIS agrees to:

- a. Designate in writing to the Cooperator APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.
- b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.
- c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.
- d. Provide personnel and other resources to carry out its survey responsibilities as outlined in the Work Plan and Financial Plan.
- e. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.
- f. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

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ARTICLE 8

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

ARTICLE 9

Provisions applicable to this Agreement shall be in accordance with the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and other Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations," 7 CFR 3019; in addition to "Government wide Debarment and Suspension (Non-Procurement) and Government wide Requirements for Drug-Free Workplace," 7 CFR 3017; "New Restrictions on Lobbying," 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public," 5 CFR 1320.

ARTICLE 10

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after this Agreement expires or terminates.

ARTICLE 11

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

USDA, APHIS Agreement #	03-8500-0652-CA
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ARTICLE 12

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

ARTICLE 13

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment by the Cooperator of APHIS support shall have the express written permission of APHIS through its representative designated under this Agreement.

ARTICLE 14

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

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ARTICLE 15

The funding period mentioned in this Agreement constitutes the time when Federal funding is available for obligation by the Cooperator. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this Agreement. APHIS limits the funding period for Agreements to no more than one year, including the period during which pre-award costs are incurred. Any Agreement funded by APHIS for less than one year may be extended by APHIS in writing, while still in the current Agreement funding period, up to the full year, upon written request of the Cooperator. Additionally, APHIS may, upon written request by the Cooperator, extend the due date for any financial or progress reports, as required under this Agreement and supporting Federal Regulations, for a period of time to be determined by APHIS.

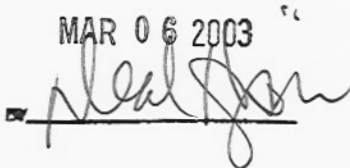
ARTICLE 16

No person in the United States shall, on the ground of race, color, national origin, sex, age, religion, political beliefs, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance. Not all prohibited bases apply to all programs.

ARTICLE 17

The Federal award for this Agreement is in the amount of \$1,594,000.00. It shall become effective January 1, 2003, and shall continue through December 31, 2003, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016 or 7 CFR 3019, as applicable.

FORM APPROVED
COUNTY COUNSEL

MAR 06 2003


COUNTY OF RIVERSIDE

Chairman of the Board of Supervisors Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION
SERVICE
PLANT PROTECTION AND QUARANTINE

Western Regional Director Date

Federal Accounting Code & Funding
311-8400-381 - \$1,594,000.00