

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

345 A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**

July 22, 2014

**SUBJECT:** Cooperative Agreement for the Pierce's Disease Control Program. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Cooperative Agreement No. 14-0299-SF, for FY 14/15 and FY 15/16 in the amount of \$772,532 (\$386,266 for FY 14/15 and \$386,266 for FY 15/16) and ;
2. Authorize the chairman to sign the agreement.

**BACKGROUND:**

Summary

This agreement provides reimbursement for a 2 year period for all equipment, personnel and materials necessary to administer this program designed to manage the occurrence and spread of the Glassy-Winged Sharpshooter and Pierce's Disease, both of which threaten grape and ornamental plant production. Revenue from this source was included in the Agricultural Commissioner's FY 2014-2015 budget request.

This agreement was approved as to form by County Counsel.

*John Snyder*

John Snyder,  
Agricultural Commissioner/  
Sealer of Weights and Measures

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ [386,266]	\$ [386,266]	\$ [772,532]	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> California Dept. of Food and Agriculture				<b>Budget Adjustment:</b>	
				For Fiscal Year: 2014/2015	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Ivan M. Chand* 8/22/2014  
Ivan M. Chand

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: *GREGORY P. PRIAMOS* DATE: 8/18/14

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Cooperative Agreement for the Pierce's Disease Control Program. [\$0]**

**DATE: July 22, 2014**

**PAGE: 2 of 2**

**Impact on Citizens and Businesses**

Plant production nursery businesses will be positively impacted in that they will be able to continue to ship nursery stock throughout the year, to generally uninfested areas of the state.

**Contract History and Price Reasonableness**

This agreement has been renewed each year since its inception in FY 2000-01 and the dollar amount covers all related costs.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
14-0299-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 RIVERSIDE**

2. The term of this Agreement is: July 1, 2014 through June 30, 2016

3. The maximum amount of this Agreement is: \$772,532.62  
Seven Hundred Seventy-two Thousand Five Hundred Thirty-two Dollars and Sixty-two 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: 11 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: County GWSS Program

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

RECIPIENT

RECIPIENT'S NAME (County's Name)  
COUNTY OF RIVERSIDE

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4080 Lemon Street, Room 19, Riverside, CA 92502-1089

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

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

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

Cooperative Agreement to implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in the County.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Myrna Villegas	Name:	John Snyder
Section/Unit:	Pierce's Disease Control Program	Section/Unit:	COUNTY OF RIVERSIDE
Address:	1220 N Street	Address:	4080 Lemon Street, Room 19
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-900-5254	Phone:	951-955-3045
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	agdept@rivcoag.org

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 13-0258-FR. The Catalog of Federal Domestic Assistance Number is 10.025.

**PIERCE'S DISEASE CONTROL PROGRAM**

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name: Dustin Wiley

Address: 4080 Lemon Street Riverside, CA 92501

Phone Number: (951) 955-3045

Fax Number: (951) 955-3012

E-Mail Address: dustin@rivcoag.org

ALTERNATE CONTACT (IF APPLICABLE)

Name: John Snyder

Address: 4080 Lemon Street Riverside, CA 92501

Phone Number: (951) 955-3011

Fax Number: (951) 955-3012

E-Mail Address: john@rivcoag.org

**PIERCE'S DISEASE CONTROL PROGRAM  
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND OTHER  
DESIGNATED PESTS AND DISEASES**

**RIVERSIDE COUNTY**

April 30, 2014

**Objective**

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.

**RESPONSIBILITIES**

**Lead Agency**

The Riverside County Department of Agriculture (RCDA) is the lead agency and is designated by the Riverside County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the RCDA, the State PDCP Science Advisory Panel, officials in affected counties, the Riverside County PDCP Task Force (if applicable), and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Riverside County as favorable agents become available.

**County Responsibilities**

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Certifying regulated commodities destined to noninfested areas of the state.

**ELEMENTS**

**Public Outreach**

The RCDA will act as lead spokesperson for the PDCP activities within the County. The RCDA, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

**PIERCE'S DISEASE CONTROL PROGRAM**  
**REGULATION OF COMMODITY MOVEMENT**

The Riverside County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

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## **PIERCE'S DISEASE CONTROL PROGRAM**

### **SURVEY PLAN**

Due to Riverside County being generally infested, no general county survey plan will be conducted. Nurseries in Riverside County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

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## PIERCE'S DISEASE CONTROL PROGRAM

### ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].
- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].
- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

## **PIERCE'S DISEASE CONTROL PROGRAM**

### **STANDARDS AND RESTRICTIONS**

This workplan does not include any variations from the standards set by law. If the Riverside County Department of Agriculture (RCDA) and the Riverside County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the RCDA will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Riverside is generally-infested and we do not anticipate conducting any rapid response activities.

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## **PIERCE'S DISEASE CONTROL PROGRAM**

### **WORKPLAN ASSURANCES**

1. The Riverside County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
2. The Riverside County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors and other designated pests and diseases will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Riverside County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases in a manner respectful of property and other rights of those affected.
4. The Riverside County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

## **PIERCE'S DISEASE CONTROL PROGRAM**

### **LOCAL APPEAL PROCESS**

Pursuant to Section 3651 (c) (3) of the regulations, the Riverside County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

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**PIERCE'S DISEASE CONTROL PROGRAM  
ENVIRONMENTAL COMPLIANCE**

A Final Environmental Impact Report<sup>1</sup> (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

\*\*\*\*\*

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

- The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.
  
- The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

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<sup>1</sup> State Clearinghouse number 2001032084; certified and filed May 28, 2003.

## 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.

**PIERCE'S DISEASE CONTROL PROGRAM  
BUDGET**

**Riverside County Proposed PDCP Budget 2014-2015**

**SURVEY/INSPECTION ACTIVITIES**

**\*PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Office Assistant III	19.00	600	11,400.00
Agricultural & Standards Investigator I	19.00	100	1,900.00
Agricultural & Standards Investigator II	22.00	800	17,600.00
Agricultural & Standards Investigator III	26.00	2,570	66,820.00
Agricultural & Standards Investigator IV	31.00	3,600	108,500.00
Supervising Ag. & Standards Investigator	35.65	200	7,130.00
Assistant Agricultural Commissioner-Sealer	62.50	10	625.00
		<u>7,780</u>	<b>Total Permanent</b> 213,975.00

<b>Staff Benefits</b>	<b>Rate</b>		
Permanent @ 43%	0.4300		<u>92,009.25</u>
		<b>Total Benefits</b>	92,009.25

<b>Overtime (hours x salary)</b>		<b>Total Overtime</b>	0.00
		<b>Total Personnel Services</b>	305,984.25

**OPERATING EXPENSES**

<b>General Expense/Supplies</b>			1,000.00
General Expense/Supplies (general office and field supplies)			
**Vehicle Expense	Rate	Miles	
County @ \$0.56 per mile	0.56	4975	2,786.00
Indirect Cost (25% of total personnel services)	0.25		<u>76,496.06</u>
		<b>Total Operating Expenses</b>	80,282.06

**Total Survey/Inspection Activities \$ 386,266.31**

\*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

\*\*Subject to change due to federal mileage rate changes.

**PIERCE'S DISEASE CONTROL PROGRAM  
BUDGET**

**Riverside County Proposed PDCP Budget 2015-2016**

**SURVEY/INSPECTION ACTIVITIES**

**\*PERSONNEL SERVICES**

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Office Assistant III	19.00	600	11,400.00
Agricultural & Standards Investigator I	19.00	100	1,900.00
Agricultural & Standards Investigator II	22.00	800	17,600.00
Agricultural & Standards Investigator III	26.00	2,570	66,820.00
Agricultural & Standards Investigator IV	31.00	3,500	108,500.00
Supervising Ag. & Standards Investigator	35.65	200	7,130.00
Assistant Agricultural Commissioner-Sealer	62.50	10	625.00
		7,780	<b>Total Permanent</b> 213,975.00

<b>Staff Benefits</b>	<b>Rate</b>		
Permanent @ 43%	0.4300		92,009.25
		<b>Total Benefits</b>	92,009.25

Overtime (hours x salary)		<b>Total Overtime</b>	0.00
		<b>Total Personnel Services</b>	305,984.25

**OPERATING EXPENSES**

<b>General Expense/Supplies</b>			1,000.00
General Expense/Supplies (general office and field supplies)			
<b>**Vehicle Expense</b>	<b>Rate</b>	<b>Miles</b>	
County @ \$0.56 per mile	0.56	4975	2,786.00
Indirect Cost (25% of total personnel services)	0.25		76,496.06
		<b>Total Operating Expenses</b>	80,282.06

**Total Survey/Inspection Activities \$ 386,266.31**

\*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

\*\*Subject to change due to federal mileage rate changes.

## 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. §§1511-5610 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 U.S. 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.