

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

110 A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**  
June 5, 2012

**SUBJECT:** Cooperative Agreement for the European Grapevine Moth Detection Program.

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

- 1) Approve Cooperative Agreement No. 11-0527-SF in the amount of \$106,871 for FY 12/13; and
- 2) Authorize the chairman to sign the agreement.

**BACKGROUND:** Agricultural production in Riverside County contributes an estimated \$4 billion to the local and regional economy. Among the rich and varied assortment of agricultural commodities produced, grape production alone represents 8% of this economic contribution, with about 11,400 planted acres.

This program will fund early detection of this invasive insect species which was recently detected for the first time within the United States, in California's Napa Valley. Establishment of the European Grapevine Moth within Riverside County would eliminate a large proportion of our export markets and would present a serious threat to the continued viability of local grape production.

This agreement was approved as to form by County Counsel

*John Snyder*  
**John Snyder, Agricultural Commissioner/  
 Sealer of Weights and Measures**

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 106,871	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY: *Denise C. Harden*  
 Denise C. Harden

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: June 12, 2012  
 xc: Agric. Comm.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

Prev. Agn. Ref.: 7/12/11 Item 3.08 | District: III & IV | Agenda Number:

3.6

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* DATE: *[Date]*  
 NEAL R. KIPNIS

Departmental Concurrence

Policy X  Policy

Consent  Consent

Dept's Recomm.:  
 Per Exec. Ofc.:

# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on June 12, 2012, that John Tavaglione, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. 11-0527-SF between the Riverside County and Department of Food and Agriculture providing for: the European Grapevine Moth Detection Program.

## ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,  
Clerk of the Board

BY:   
Deputy Clerk

CLERK'S COPY

Department of Food and Agriculture  
COOPERATIVE AGREEMENT  
GAU-03 (Rev. 3/12)

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

COOPERATIVE AGREEMENT  
SIGNATURE PAGE

AGREEMENT NUMBER
11-0527-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: January 1, 2012 through December 31, 2012

3. The maximum amount of this Agreement is: \$106,871.00  
One Hundred Six Thousand Eight Hundred Seventy-one Dollars and Zero Cents

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

- Exhibit A: 13 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: European Grapevine Moth Project

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  
JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

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  
KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

MA

ATTEST:  
KECIA HARPER-IHEM, Clerk  
  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 6/12/12

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

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

Placing and servicing traps for the detection of the European Grapevine Moth.

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Debby Tanouye	Name:	John Snyder
Section/Unit:	PDEP	Section/Unit:	COUNTY OF RIVERSIDE
Address:	1220 N Street, Room 315	Address:	4080 Lemon Street, Room 19
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-654-1211	Phone:	951-955-3045
Email Address:	debby.tanouye@cdfa.ca.gov	Email Address:	jsnyder@co.riverside.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 11-0486-FR. The Catalog of Federal Domestic Assistance Number is 10-025.

7. Provide one set of trapping records for all traps. This set, in the form of a "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
8. Counties must use maps displaying the square mile grid and appropriate subgrids as determined by CDFA or USDA. If needed, maps or the GIS layers will be provided. If the county has the ability to produce this, verify the accuracy with CDFA.
9. Allow state detection personnel and/or federal Plant Protection and Quarantine (PPQ) officers to perform quality control inspections on EGVM county trap lines.
10. Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
11. Provide and maintain trapping vehicles.
12. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via approved method(s). See **Submitting Specimens for Identification** in the attachment, "European Grapevine Moth (EGVM) Trapping Guidelines (April 24, 2012)."

### **Section 3 -- Description of Work**

1. Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "European Grapevine Moth (EGVM) Trapping Guidelines (April 24, 2012)."
2. Commercial trapping not in conjunction with any other detection activity will be fully reimbursed.
3. Trapping performed in conjunction with existing detection trapping routes and/or sites (piggybacked) will be reimbursed at six minutes per trap. These traps are serviced and maintained by existing general detection trappers.
4. Mileage reimbursement is not allowed for EGVM traps piggybacked onto other pest detection sites.
5. Delimitation trapping may be required upon detection of new finds, but only with the approval of PD/EP project management.

- Allowable itemized charges as listed on the work plan.
  - Employee name (or other unique identifying number), classification, hours worked on the EGVM project, hourly rate, benefit rate.
  - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
- 5. Payment of the invoice is contingent upon data entry into IPHIS, or sending CDFA weekly reports (for entry into IPHIS), submission of the Report 1, and compliance with the required information as listed in #4.
- 6. Payment is contingent upon receiving weekly reports (either data entry into IPHIS or Excel spreadsheet) and listing the names of staff receiving payment on the invoice.
- 7. To insure payment of work performed, all invoices must be received no later than 60 days after the agreement expires.
- 8. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

## ***Delimitation Areas – within Moth Counties as of January 2012***

- **Deregulation Trapping following 2012 – Nevada, Santa Clara, Santa Cruz, and parts of Solano and Sonoma Counties<sup>1</sup>**
  - 100 traps per square mile in locations within 500 meters of a detection site for at least two full generations.
  - 25 traps per square mile in a three-mile radius of a detection site in commercial grape production areas, residential properties, and natural areas.
  - Service traps every two weeks, removing them during the first servicing after October 1, 2012.
  - In the event of a new detection, service traps weekly for one full generation, then resume bi-weekly servicing.
  
- **Napa**
  - 25 traps per square mile in a three-mile radius in both commercial and residential host properties, including portions in cities within the delimitation area.
  - Service traps every two weeks, removing them during the first servicing after October 1, 2012.
  - In the event of a new detection, maintain the 2-week servicing interval.
  
- **Quarantined Counties – Urban survey**
  - Piggyback up to five traps per square mile onto medfly sites in urban and rural residential areas. Do not add traps to rural medfly sites.
  - Follow the medfly trap servicing and relocation interval. Always use a new EGVM trap when relocating.
  - Place the trap in grapes, if possible. Otherwise, use a secondary EGVM host (See Host(s) on Page 3). When using a medfly host, keep 10' between traps keeping in mind that medfly traps have host and placement priority. If no EGVM host is present, place trap in whatever tree is available, keeping trap out of reach of children.
  - Service traps every two weeks, removing them during the first servicing after October 1, 2012.

### ***Other Parameters***

#### **Trap**

- The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.

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<sup>1</sup> Solano and Sonoma Counties – areas that are beyond three miles of detection sites in Napa County.

## **Trap Assembly & Numbering**

- Traps will arrive fully assembled and the lure will be placed inside the trap by the trapper.
- Write the trap number and date of deployment on the trap body prior to placing the trap.
- Trap numbers for EGVM will include either:
  - The six-digit grid number, subgrid designation, and the identifying letters "EGVM." For example: 075045-10-EGVM; or
  - The five-digit alpha-numeric number, subgrid designation, and the identifying letters "EGVM." For example: BD201-15-EGVM.
- TO PREVENT CONTAMINATION OF OTHER SURFACES, AVOID DIRECT CONTACT WITH THE PHEROMONE SEPTA OR THE INSIDE SURFACE OF THE POUCH.
- Open the septa pouch; squeeze the septa directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
- DO NOT DISPOSE OF LURES OR LURE PACKAGES IN THE FIELD. All trapping materials are to be disposed of at the inspector's field station.

## **Maps**

- Counties must use maps displaying the square mile grid and appropriate subgrids as determined by CDFA or USDA. If needed, maps or the GIS layers will be provided. If the county has the ability to produce these, verify the accuracy with CDFA.

## **Baiting Interval**

- Every four weeks replace the septa. Old septa can be left in the trap. If too many septa accumulate in the trap, replace the entire trap.

## **Trap Replacement**

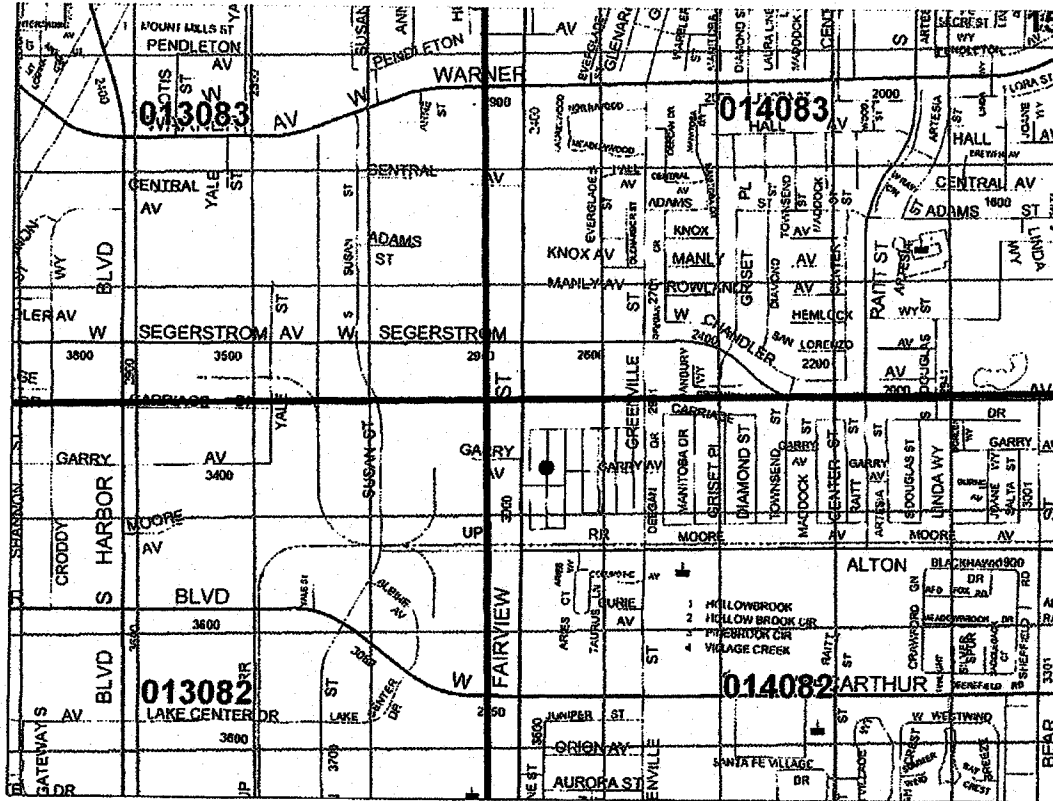
- Replace the trap when the trap body deteriorates or the stickum becomes excessively dirty.

## **Trap Relocation**

- Vineyard traps— Do not relocate unless access to the trap is impaired for more than one servicing.
- Traps do not need to be relocated; however, as the vines grow, move traps to the upper third of the vine, as practical.
- Follow all pesticide regulations before entering a vineyard that has been treated.



Attachment 1



**5 x 5 subgrid overlay, covering 4 grids**

The dark lines are the square mile grid lines.

The red lines are the 5 x 5 subgrid overlay (at 25 subgrids per square mile).

The green dot is a "find."

The subgrid lines must "line up" with the grid lines.

LEASED VEHICLES

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	RATE*	COST
0	0	0	0	\$0.285	\$0.00

TOTAL TRANSPORTATION COST: \$0.00

\* Mileage rates: County-owned vehicle = \$0.555 per mile, or less if the county internal policy uses a lower rate. If funded otherwise, the rate = \$0.235 per mile.  
Note - Mileage per Month is the combined mileage per month for all the vehicles in that category.

TOTAL MONTHLY INVOICE FOR: Enter County Name County \$0.00

Remit Payment To:

RIVERSIDE

COUNTY DEPARTMENT OF AGRICULTURE

FY 2011-12 European Grapevine Moth Work Plan (January 1, 2012 - June 30, 2012)

Commercial and Delimitation Trapping

April 2012

A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/	TOTAL	
Employee Name	Title	DAY	WORK	HOURS
1	ASI 2	2.00	20.00	40
2	ASI 3	2.00	20.00	40
3	ASI 4	6.00	120.00	720
4	SASI 2	6.00	20.00	120
5		0.00	0.00	0
6		0.00	0.00	0
7		0.00	0.00	0
8		0.00	0.00	0
9		0.00	0.00	0
10		0.00	0.00	0

2. SALARIES - Detection Trappers		HOURLY RATE	HOURS	SALARY
		w/o BENEFITS		
1	ASI 2	\$22.94	40	\$918.00
2	ASI 3	\$25.51	40	\$1,020.00
3	ASI 4	\$28.36	720	\$20,419.00
4	SASI 2	\$32.37	120	\$3,884.00
5		\$0.00	0	\$0.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
8		\$0.00	0	\$0.00
9		\$0.00	0	\$0.00
10		\$0.00	0	\$0.00
Subtotal:				\$28,241.00

3. BENEFITS - Detection Trappers		BENEFIT	SALARY	BENEFIT
		RATE (%)		COST
1	ASI 2	33.0000%	\$918.00	\$303.00
2	ASI 3	40.0000%	\$1,020.00	\$408.00
3	ASI 4	42.0000%	\$20,419.00	\$8,576.00
4	SASI 2	42.0000%	\$3,884.00	\$1,631.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
Subtotal:				\$10,918.00

DETECTION STAFF SUBTOTAL: \$37,159.00

4. STAFF - Non-Detection		HOURS/	WORK	
Employee Name	Title	DAY	DAYS	HOURS
1	OA 3	1.00	16.00	16
2	SASI 1	1.00	8.00	8
3	Deputy	1.00	80.00	80
4		0.00	0.00	0
5		0.00	0.00	0
6		0.00	0.00	0
7		0.00	0.00	0

5. SALARIES - Non-Detection Staff		HOURLY RATE	HOURS	SALARY
		w/o BENEFITS		
1	OA 3	\$18.56	16	\$297.00
2	SASI 1	\$30.52	8	\$244.00
3	Deputy	\$40.17	80	\$3,214.00
4		\$0.00	0	\$0.00
5		\$0.00	0	\$0.00
6		\$0.00	0	\$0.00
7		\$0.00	0	\$0.00
Subtotal:				\$3,755.00

6. BENEFITS - Non-Detection Staff		BENEFIT	SALARY	BENEFIT
		RATE (%)		COST
1	OA 3	49.0000%	\$297.00	\$146.00
2	SASI 1	43.0000%	\$244.00	\$105.00
3	Deputy	49.0000%	\$3,214.00	\$1,575.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
Subtotal:				\$1,826.00

NON-DETECTION STAFF SUBTOTAL: \$5,581.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD
		COST
\$29,996.00	\$12,744.00	\$10,685.00
TOTAL PERSONNEL COST: \$53,425.00		

RIVERSIDE

COUNTY DEPARTMENT OF AGRICULTURE

FY 12-13 European Grapevine Moth Work Plan (April 2012 - December 2012)

Commercial and Delimitation Trapping

April 2012

A. PERSONNEL

1. STAFF - Detection Trappers			HOURS/ DAY	TOTAL WORK DAYS	HOURS
Employee Name	ASI	Title			
1	ASI 2		2.00	20.00	40
2	ASI 3		2.00	20.00	40
3	ASI 4		4.50	120.00	540
4	SASI 2		4.00	20.00	80
5			0.00	0.00	0
6			0.00	0.00	0
7			0.00	0.00	0
8			0.00	0.00	0
9			0.00	0.00	0
10			0.00	0.00	0

2. SALARIES - Detection Trappers			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	ASI 2		\$22.94	40	\$918.00
2	ASI 3		\$26.51	40	\$1,020.00
3	ASI 4		\$28.36	540	\$15,314.00
4	SASI 2		\$32.37	80	\$2,590.00
5			\$0.00	0	\$0.00
6			\$0.00	0	\$0.00
7			\$0.00	0	\$0.00
8			\$0.00	0	\$0.00
9			\$0.00	0	\$0.00
10			\$0.00	0	\$0.00
Subtotal:					\$19,842.00

3. BENEFITS - Detection Trappers			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	ASI 2		33.0000%	\$918.00	\$303.00
2	ASI 3		40.0000%	\$1,020.00	\$408.00
3	ASI 4		42.0000%	\$15,314.00	\$6,432.00
4	SASI 2		42.0000%	\$2,590.00	\$1,068.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
8			0.0000%	\$0.00	\$0.00
9			0.0000%	\$0.00	\$0.00
10			0.0000%	\$0.00	\$0.00
Subtotal:					\$8,231.00

DETECTION STAFF SUBTOTAL: \$28,073.00

4. STAFF - Non-Detection			HOURS/ DAY	WORK DAYS	HOURS
Employee Name	ASI	Title			
1	OA 3		1.00	16.00	16
2	SASI 1		1.00	8.00	8
3	Deputy		1.00	80.00	80
4			0.00	0.00	0
5			0.00	0.00	0
6			0.00	0.00	0
7			0.00	0.00	0

5. SALARIES - Non-Detection Staff			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	OA 3		\$18.56	16	\$297.00
2	SASI 1		\$30.52	8	\$244.00
3	Deputy		\$40.17	80	\$3,214.00
4			\$0.00	0	\$0.00
5			\$0.00	0	\$0.00
6			\$0.00	0	\$0.00
7			\$0.00	0	\$0.00
Subtotal:					\$3,755.00

6. BENEFITS - Non-Detection Staff			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	OA 3		49.0000%	\$297.00	\$146.00
2	SASI 1		43.0000%	\$244.00	\$105.00
3	Deputy		49.0000%	\$3,214.00	\$1,575.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
6			0.0000%	\$0.00	\$0.00
7			0.0000%	\$0.00	\$0.00
Subtotal:					\$1,826.00

NON-DETECTION STAFF SUBTOTAL: \$5,581.00

25 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$23,597.00	\$10,057.00	\$8,414.00
<b>TOTAL PERSONNEL COST: \$42,068.00</b>		

## 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**

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**

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**

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**

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. Recycling Certification**

The Recipient will certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision will specify that the cartridges so comply (Pub. Contract Code §12205).

**8. 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.

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.

## 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.

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.