

FORM APPROVED COUNTY COUNSEL 7/7/15  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

523A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**  
 July 2, 2015

**SUBJECT:** Standard Agreement No. 15-0330-SA Regarding Nursery Stock Inspections. [\$0].

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

1. Approved Standard Agreement No. 15-0330-SA in the amount of \$106,229 for FY 15/16; and
2. Authorize the chairman to sign the agreement.

**BACKGROUND:**

Summary

This agreement is renewed annually with the California Department of Food and Agriculture and provides reimbursement for costs associated with inspecting plant nursery stock at all production locations within the county, in order to assure pest cleanliness. Revenue from this source was previously included in the Agricultural Commissioner's FY 15/16 budget request. The Standard 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	\$ [106,229]	\$ 0	\$ [106,229]	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** California Department of Food and Agriculture  
 Budget Adjustment: No  
 For Fiscal Year: 2015/2016

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

APPROVE  
*Steven C. Horn*  
 BY: Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: July 21, 2015  
 xc: Agric. Comm.

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

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

Prev. Agn. Ref.: 10/07/14 Item 3.1 | District: All | Agenda Number:

3-4

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Standard Agreement No. 15-0330-SA Regarding Nursery Stock Inspections. [\$0].**

**DATE: July 2, 2015**

**PAGE: 2 of 2**

**Impact on Citizens and Businesses**

Citizens and businesses will be positively impacted in that invasive insect and disease pest species, as well as pests of common occurrence that are injurious to landscape and agricultural plants, as well as to the local environment, will be prevented from entering and becoming established within the county and the state. This will result in reduced pest control efforts/costs and an increased quality of life.

**Contract History and Price Reasonableness**

This agreement has been renewed each year since its inception in FY 1984/85, and the dollar amount covers all related costs.

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# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 21, 2015, that Marion Ashley, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 15-0330-SA between Riverside County and California Department of Food and Agriculture providing: for the Nursery Stock Inspections.

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Roll Call:

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: Benoit

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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 said Board

By: 

Deputy

CLERK'S COPY

California Department of Food and Agriculture  
AGREEMENT  
GAU-03 (Rev. 8/15)

to Riverside County Clerk of the Board, Stop 1016  
Post Office Box 1147, Riverside, CA 92502-1147  
Thank you.

COOPERATIVE AGREEMENT  
SIGNATURE PAGE

AGREEMENT NUMBER
15-0330-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME  
**COUNTY OF RIVERSIDE**

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$106,229.00  
One Hundred Six Thousand Two Hundred Twenty Nine 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:
- Recipient and Project Information
  - Scope of Work

7 Page(s)

- Exhibit B:
- Payment Provisions and Budget
  - Budget

2 Page(s)

Exhibit C: General Terms and Conditions

2 Page(s)

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By *[Signature]*  
DEPUTY

Name of Project: Nursery Inspection Program

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

RECIPIENT

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

BY (Authorized Signature)  
*[Signature]*

DATE SIGNED (Do not type)  
7/21/15

PRINTED NAME AND TITLE OF PERSON SIGNING  
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS  
4080 Lemon Street, Room 19, Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)  
*[Signature]*

DATE SIGNED (Do not type)  
8/20/15

PRINTED NAME AND TITLE OF PERSON SIGNING  
CRYSTAL MYERS, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

5012 2E5 S2 BN 1:12

CJ

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* DATE

JUL 21 2015 34

2015-9-12904

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
County shall inspect all nursery stock at all producer/wholesale nursery locations within the County and enforce all laws and regulations pertaining to nursery stock.
2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Erin Lovig	Name: Dustin Wiley
Section/Unit: PHPPS/PEST EXCLUSION	Section/Unit: COUNTY OF RIVERSIDE
Address: 1220 N Street, Room 344	Address: 4080 Lemon Street, Room 19
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside, CA 92502
Phone: 916-654-0435	Phone: 951-955-3045
Email Address: erin.lovig@cdfa.ca.gov	Email Address: dustin@rivcoag.org

3. For a detailed description of activities to be performed and duties, see Scope of Work.

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff). Recipient to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments.

# County Letterhead

Date \_\_\_\_\_

To: Cathy Vue  
California Department of Food and Agriculture  
Pest Exclusion Branch  
1220 N Street, Room 344  
Sacramento, CA 95814

County of \_\_\_\_\_  
Cooperative Agreement Number 01-2345  
Fiscal Year 15/16  
Invoice for \_\_\_\_\_ Quarter  
Invoice Number \_\_\_\_\_

## Sample Invoice

Must be accompanied by Report 7  
Supplement Page

Invoice Detail	Amount	Reimbursement Rate	Totals
Type 1 Acres =	100 X	15.10 =	\$1,510.00
Type 2 and 4 Acres =	100 (/4 = 25) X	15.10 =	\$377.50
Nursery License/Renewal	3 X	\$75.00 each license =	\$225.00
Invoice Total			<b>\$2,112.50</b>

Please remit payment to County of \_\_\_\_\_  
Address line 1  
Address Line 2  
Address line 3

Signature Block

\_\_\_\_\_  
(Original Signature)  
(Title)

**REPORT NUMBER 7**



**NURSERY INSPECTION REPORT**

**SUBMIT QUARTERLY**

COUNTY:	MONTH/YEAR:
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**A. NURSERY INSPECTIONS**

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION / WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL				
- WHOLESALE				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
<b>TOTAL HOURS SECTION A</b>				

**B. LICENSING ACTIVITIES**

TYPE	NEW LICENSES	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
<b>TOTAL HOURS SECTION B</b>				

**C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)**

ACTIVITY	TYPE	NUMBER	HOURS
<b>TOTAL HOURS SECTION C</b>			

**D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)**

ACTIVITY	HOURS
<b>TOTAL HOURS SECTION D</b>	

**E. COMMENTS**


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\* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.



# SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR  
**NURSERY INSPECTION REIMBURSEMENT BILLING**  
 BY THE COUNTIES

GDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
County Name	##-####	Month/Yr

PRODUCTION / WHOLESALE INSPECTIONS					
NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES		GDFA USE ONLY
			TYPE 1*	TYPE 2*	
A Generic Nursery	A1234	6/2/2010	50		
A Different Nursery	B1234	6/23/2010	50		
A Type 2 Nursery	C1234	6/29/2010		100	

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	
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NURSERY LICENSE ACTIVITY			
NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	GDFA USE ONLY
I Grow Stuff Nursery	c6789		
Roam Depot	b4567		
Orchard Supply		a9876	

SIGNATURE:	TITLE:	DATE:

\* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.  
 \* **Type 2** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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**PRODUCTION / WHOLESALE INSPECTIONS (continued)**

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES		CDFA USE ONLY
			TYPE 1*	TYPE 2*	
27					
28					
29					
30					

<b>NUMBER OF LOCATIONS INSPECTED:</b>		<b>TOTAL ACRES:</b>	0.00	0.00
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\* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.  
 \* **Type 2** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

## **INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)**

### **Nursery Inspection Report - Submit Monthly**

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

#### **Section A. Nursery Inspections**

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

#### **Section B. Licensing Activities**

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

#### **Section C. Enforcement Actions**

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

#### **Section D. Program Support Activities**

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

#### **Section E. Comments**

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

## EXHIBIT B

### PAYMENT PROVISIONS AND BUDGET

#### 1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA 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.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, 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.
- C. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA 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 CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, 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 and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA 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.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. 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" USC Title 49 § 40118.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must 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 of all the activities to be performed under the Scope of Work, see attached Budget.

Riverside  
FY2015/16

The amount payable under this agreement shall not exceed **\$106,229.00** (rounded to the nearest dollar) based on **7035** reimbursable acres as reported by the Recipient. Recipient shall be paid on a per acre basis for inspection and enforcement activities at a rate of **\$15.10** per reimbursable acre.

Recipient shall be paid a current hourly staff rate, not to exceed \$35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Program.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice and Report 7 Supplement Forms (see attached sample invoice). Recipient shall submit an itemized invoice referencing the Cooperative Agreement Number and sent to:

California Department of Food and Agriculture  
Pest Exclusion Branch  
Nursery, Seed, and Cotton Program  
Attention: Cathy Vue  
1220 N Street, Room 344  
Sacramento, California 95814

## 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 activities 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 Agreement Manager, in the form of a formal written amendment.

#### 3. Mutual Liability

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

#### 4. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

#### 5. Contractors/Consultants

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 or when the policy does not require competition the organization must conduct a competitive procurement process. The procedures must reflect applicable State and local laws and regulations and all contractors must have the proper licenses/certificates required in their respective disciplines.

A contract under this Agreement must be a written Agreement between the Recipient and the Contractor/Consultant, and must state the activities to be performed, the time schedule, the policies and requirements that apply to the Contractor/Consultant, the amount of the contract, and the requirements and restrictions to be used in determining allowable costs. The contract must not affect the Recipient's overall responsibilities for the management of the project, and the Recipient must reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement. If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise shall create any contractual relation between the CDFA and any Contractor/Consultant, and no contract shall relieve the Recipient of its responsibilities and obligations hereunder. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. The CDFA shall have no obligation to pay or to enforce the payment of any monies to any Contractor/Consultant. The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

#### 6. Non-Discrimination Clause

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. 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 family care leave.

The Recipients and contractors will ensure 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 (Government Code Section 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 must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

#### 7. Governing Law

This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.

**8. 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.

**9. 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 CDFA 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.

**10. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**11. Termination for Cause**

The CDFA may terminate this Agreement should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. However the Recipient will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations.

**12. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

**13. 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, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the United States Department of Agriculture logo or the CDFA logo.

**14. Property Damage Claims Process**

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

**15. Force Majeure**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

**16. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.