

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



ITEM  
3.9  
(ID # 4777)

MEETING DATE:

Tuesday, July 25, 2017

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: Cooperative Agreement for the Asian Citrus Psyllid (ACP) Bulk Citrus. All Districts  
[181,597]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Cooperative Agreement No. 16-0736-SA, until September 2017 in the amount of \$181,597 and;
2. Authorize the chairman to sign the agreement.

ACTION:

  
Ruben J. Arroyo, Agricultural Commissioner/Sealer 7/5/2017

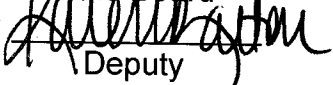
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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 25, 2017  
xc: Agric. Comm.

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 181,597	\$ 0	\$ 181,597	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2016/2017	

The purpose of this agreement is for the county to perform and provide quarantine response and regulatory enforcement services for California Department of Food and Agriculture (CDFA), and for CDFA to reimburse the County for these activities. This program is 100% funded.

**C.E.O. RECOMMENDATION:** [CEO use]


**BACKGROUND:**

**Summary**

This agreement was approved as of form by County Counsel.

**Impact on Residents and Businesses**

Businesses will be positively impacted in that they will be able to continue to ship citrus stock, preventing the spread within the county and state of ACP.

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 7/6/2017

## CLERK'S COPY

California Department of Food and Agriculture  
 AGREEMENT  
 GAU-03 (Rev.5/2017)

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

16-0736-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: May 1, 2017 through September 30, 2017

3. The maximum amount of this Agreement is: \$181,597.54

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

Exhibit A: Recipient and Project Information

1 Page

Exhibit B: General Terms and Conditions

2 Page

Exhibit C: Payment and Budget Provisions

ATTEST:

KECIA HAPPEL-HEM, Clerk

1 Page(s)

Attachments: Scope of Work and Budget

By

DEPUTY

10 Page(s)

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)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN TAVAGLIONE

CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

Post Office Box 1089, Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
 SACRAMENTO, CA 95814

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE

CJ

JUL 25 2017 39

# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 25, 2017, that John Tavaglione, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 16-0736-SA between Riverside County and California Department of Food and Agriculture providing: for the Asian Citrus Psyllid (ACP) Bulk Citrus.

## Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: 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 said Board

By: 

Deputy

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The Asian citrus psyllid (ACP) bulk citrus regulatory activities covered by the counties will ensure the requirements of the United States Department of Agriculture's Federal Order for ACP are met and to ensure the requirements of the California state interior quarantine for ACP (CCR 3435) are met.

Project Title: ACP Bulk Citrus

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Keith Okasaki	Name: Ruben Arroyo
Section/Unit: PHPPS/PEST EXCLUSION	Section/Unit: COUNTY OF RIVERSIDE
Address: 1220 N Street, Room 325	Address: Post Office Box 1089,
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside, CA 92502
Phone: 916-654-0312	Phone: 951-955-3045
Email Address: keith.okasaki@cdfa.ca.gov	Email Address: agdept@rivcoag.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Nick Leach	Name: Carmen Haines
Section/Unit: PHPPS/PEST EXCLUSION	Section/Unit:
Address: 1220 N Street, Room 325	Address: 4080 Lemon Street Bml9 basement
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside CA 92501
Phone: 916-654-0312	Phone: (951) 955-3006
Email Address: nicholas.leach@cdfa.ca.gov	Email Address: chaines@rivco.org
	<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
	Name:
	Section/Unit:
	Address:
	City/State/Zip:
	Phone:
	Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

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

## EXHIBIT B

### 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. Governing Law**

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

**4. Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional 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.

**5. 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.

**6. Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

**7. 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.

**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**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However each party 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 documented costs incurred up to the date of termination, including all non-cancellable obligations, pursuant to 2 CFR 200.471.

**12. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in 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 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 California Department of General Services.

**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 Scope of Work, 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.

**17. Suspension of Payments**

Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and mailed to:

California Department of Food and Agriculture  
Legal Hearing and Appeals Office  
1220 N Street, Suite 400  
Sacramento, CA 95814

Or delivered by email with a date/timestamp within ten (10) business days to:  
[CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov)

**18. Closeout**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, resolution of any audit/desk review findings, and resolution of any performance or compliance issues.

**19. Record Retention and Accessibility**

The Recipient must retain all records relating to the Agreement for a period of three (3) years from the date of the close out notification or Agreement period, date of final resolution of any performance or financial compliance issues, whichever is later.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 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 the 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.

#### 6. Budget

For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.



**SCOPE OF WORK**  
**Asian Citrus Psyllid Program, Citrus Commodity (Regulatory)**  
**May 1, 2017 – September 30, 2017**

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by California Code of Regulations (CCR), Title 3, Division 4, Chapter 3, Section 3435 (<http://pi.cdfa.ca.gov/pqm/manual/htm/420.htm>) and Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid (<http://pi.cdfa.ca.gov/pqm/manual/htm/212.htm>).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget), Budget Detail and payment provisions and by this reference made a part hereof.

**Enforcement activities as described in sections 1(b), 2(b), and 3(b) are the highest priority. Compliance agreement issuance is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize inspection activities as appropriate to meet changing needs.**

**Authorized expenses under this Asian Citrus Psyllid (ACP) regulatory cooperative agreement include:**

- I. **Personnel Activities**
  - A. **Quarantine Enforcement**
    - 1. Citrus Growers
    - 2. Citrus Transporters
    - 3. Citrus Packers/Juice Plants/Other Processors
    - 4. Regulatory Trace-Back and Trace-Forward Activities
    - 5. Program Environmental Impact Report
  - B. **Other Activities**
    - 1. Conference Calls
    - 2. Meetings
    - 3. Administrative Support
    - 4. Reporting
- II. **Non-Personnel**
  - A. **Dump and Disposal**
  - B. **Supplies/Equipment**
  - C. **Vehicle Mileage**
- III. **Reporting/Invoicing**
  - A. **Monthly Activity Report**
  - B. **Invoicing/Reimbursement**

- I. **Personnel Activities:** The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the ACP State Interior Quarantine (CCR 3435) and Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid. This agreement is also inclusive of the following:

**A. Quarantine Enforcement Activities for the following regulated entities:**

- 1. **Citrus Growers**  
Includes commercial growers of ACP host fruit.

- a. Compliance Agreement Issuance**
    - i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
    - ii. Inputting compliance agreement forms into a spreadsheet and sending it to CDFA.
  - b. Records and Regulatory Inspections/Hold Notices/Notices of Violation**
    - i. Regulatory inspections and records review.
    - ii. Issuing Hold Notices and Notices of Violation for non-compliance.
- 2. Citrus Transporters**

Includes transporters of commercial ACP host fruit.

  - a. Compliance Agreement Issuance**
    - i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
    - ii. Inputting compliance agreement forms into a spreadsheet and sending it to CDFA.
  - b. Records and Regulatory Inspections/Hold Notices/Notices of Rejection/Notices of Violation**
    - i. Regulatory inspections and records review to ensure compliance with safeguarding measures.
    - ii. Issuing Hold Notices, Notices of Rejection, and Notices of Violation for non-compliant shipments.
- 3. Citrus Packers/Juice Plants/Other Processors**
  - a. Compliance Agreement Issuance**
    - i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements
    - ii. Inputting compliance agreement forms into a spreadsheet and sending it to CDFA.
  - b. Records & Regulatory inspections/Hold Notices/Notices of Rejection/Notices of Violation**
    - i. Regulatory inspections and records review to ensure compliance with safeguarding measures
    - ii. Issuing Hold Notices, Notices of Rejection, and Notices of Violation for non-compliant shipments.
- 4. Regulatory Trace-Back Activities**

Regulatory trace-back and trace-forward activities when required due to an ACP detection at the grower packer/juice plant/other processor. Trace-back and trace-forward activities may occur at growers, transporter headquarters, or packers/processors.
- 5. Program Environmental Impact Report**

Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's Program Environmental Impact Report (PEIR).

**B. Other Activities:**

**1. Conference Calls**

Personnel hours associated with attendance at and participation in conference calls regarding ACP quarantine response and regulatory enforcement.

**2. Meetings**

Personnel hours associated with attendance at and participation in meetings associated with ACP quarantine response and regulatory enforcement.

**3. Administrative Support**

Personnel hours associated with administrative activities such as data entry or invoicing for ACP quarantine response and regulatory enforcement.

**4. Reporting**

Personnel hours associated with entering Compliance Agreement information into spreadsheets and completing the "Monthly Activity Report" and any other data entry required. Use of ACP Program forms for reporting and inspections is required. Forms created by the County will **not be** accepted.

**II. Non-Personnel**

**A. Supplies/Equipment:**

**1. Dump and Disposal:** Only dump and disposal fees related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. An example of dump fees includes the landfill cost for disposal with special handling (deep burial with immediate cover). An example of disposal fees includes bags for safeguarding confiscated material enroute to the dump for disposal.

**2. Supplies:** In accordance with 2 CFR 200.94 (<http://www.ecfr.gov/>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges and organization tools.

**3. Equipment:** In accordance with 2 CFR 200.33 (<http://www.ecfr.gov/>), equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment and motor vehicles.

All records substantiating that the supplies and equipment are used for the ACP Program must be maintained by the county.

- B. Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan (budget). If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the Agreement period, counties must submit invoices for the current federal rate.

**Substantiation of Vehicle Mileage Costs:** Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted as requested.

**III. Reporting/Invoicing:** Personnel hours associated with the compilation, submittal and maintenance of the following:

- A. Monthly Activity Report:** The County must submit a "Monthly Activity Report" utilizing the online County Monthly Reporting system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to report all authorized ACP quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted through the online County Monthly Report system no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Vince Arellano ([vince.arellano@cdfa.ca.gov](mailto:vince.arellano@cdfa.ca.gov)), Keith Okasaki ([keith.okasaki@cdfa.ca.gov](mailto:keith.okasaki@cdfa.ca.gov)), Dayna Napolillo ([dayna.napolillo@cdfa.ca.gov](mailto:dayna.napolillo@cdfa.ca.gov)), or by calling (916) 654-0312.

- B. Invoicing/Reimbursement:** The County must submit a monthly itemized invoice, on county letterhead, using the provided invoice template (Appendix A). Invoices must be submitted to CDFA no later than 30 days after the end of the coinciding reporting period. Completed official ACP Program forms must be submitted with or prior to invoicing. Invoices will not be processed without current ACP Program forms.

- 1. Allowable Costs:** All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting ACP quarantine response and regulatory enforcement activities.
- 2. Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the "Monthly Activity Report" for the invoicing period has been submitted by the County and verified by CDFA. Personnel hours on the Monthly Activity Report must match the hours on the invoice.
- 3. Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted ACP quarantine response and regulatory enforcement activities.
- 4. Personnel on Invoice Must Match Work Plan (Budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).
- 5. Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the County and shall be made available upon request for audit purposes.
- 6. Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing

the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify Counties of new rates (current rate \$0.535) if the federal mileage rate changes during the term of the agreement.

Reimbursement for the amount of salaries and/or benefits for employees under this agreement cannot exceed the gross daily rate of a GS-15, Step 10, base salary for US Government employees in effect during the period in which the expense was incurred as defined in the General Pay Scale program notice posted on the Internet at <http://www.fas.usda.gov/programs/resources/general-pay-scale>.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

**7. Submission of Monthly Invoice:** Invoices must be emailed to Keith Okasaki ([keith.okasaki@cdfa.ca.gov](mailto:keith.okasaki@cdfa.ca.gov)) and Nicholas Leach ([nicholas.leach@cdfa.ca.gov](mailto:nicholas.leach@cdfa.ca.gov)).

Contact Nicholas Leach with any questions regarding invoicing or reimbursement by email or by calling (916) 654-0312.

(County Letterhead)

California Department of Food and Agriculture  
 Attn: Nicholas Leach  
[nicholas.leach@cdfa.ca.gov](mailto:nicholas.leach@cdfa.ca.gov)

**Asian Citrus Psyllid Citrus Commodities Program**

Agreement #

May 1, 2017 - September 30, 2017

Invoice for Period from [Month, Date, Year]

**Personnel Services**

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total Hours:	0.00	Total Salaries:	0.00
Total Personnel Services:			0.00
Indirect (up to 25% of Personnel Services):			0.00
<b>Total Personnel Costs:</b>			<b>0.00</b>

**Operating Expenses**

Supplies	0.00
Equipment	0.00
Total Operating Expenses:	0.00

**Vehicle Usage**

	Miles	Rate	
Vehicle Mileage	0.00	0.000	0.00
Total Mileage Cost:			0.00

**Total Operating Expenses****Grand Total:**

Agreement Amount  
 Billed to Date  
 Balance

0.00
0.00
0.00

**Asian Citrus Psyllid Citrus Commodities**

**Regulatory Work Plan**

**May 1, 2017 - September 30, 2017**

County:

Agreement Manager:

Date:

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Title 1	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 2	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 3	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 4	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 5	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 6	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 8	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 9	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 10	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 11	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 12	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 13	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 14	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 15	\$0.00	\$0.00	\$0.00	0	\$0.00
			*Total:	0	\$0.00

**\*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.**

Asian Citrus Psyllid Citrus Commodities  
Regulatory Work Plan  
May 1, 2017 - September 30, 2017



County: Riverside  
Date: \_\_\_\_\_

Quarantine Enforcement		# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
<b>Citrus Growers</b>					
	Compliance Agreement Issuance	0	0	0	0
	Records & Regulatory Inspections/Hold Notices/Notices of Violation	0	0	0	0
<b>Citrus Transporters</b>					
	Compliance Agreement Issuance	0	0	0	0
	Records & Regulatory Inspections/Hold Notices/Notices of Rejection/Notices of Violation	0	0	0	0
<b>Citrus Packers/Juice Plants/Other Processors</b>					
	Compliance Agreement Issuance	0	0	0	0
	Records & Regulatory Inspections/Hold Notices/Notices of Rejection/Notices of Violation	0	0	0	0
<b>Regulatory Trace-Back and Trace-Forward</b>					
	Trace-Back and Trace-Forward Activities	0	0	0	0
<b>Other Activities</b>					
	Conference Calls				0
	Meetings				0
	Administrative Support				0
	Reporting				0
<b>*TOTAL HOURS</b>					0

<b>Personnel</b>				
**Personnel Costs:				\$0.00
Overhead (Indirect Costs) — Enter county overhead percentage, do not to exceed 25%				25% \$0.00
<b>Total Personnel Costs (Personnel Costs + Overhead)</b>				\$0.00
<b>Miscellaneous</b>				
Dump and Disposal				\$0.00
Supplies				\$0.00
Equipment				\$0.00
Vehicle Mileage	Enter Estimated Miles:	0	Rate Per Mile:	\$0.535 \$0.00
<b>Total Miscellaneous Costs</b>				\$0.00

**TOTAL COST:** \$0.00

The Cost Per Hour Worksheet must be submitted with the Workplan.

\*Total Hours must match the total "Estimated Hours to be Worked" on the Cost Per Hour Worksheet.



**Asian Citrus Psyllid Citrus Commodities**

**Regulatory Work Plan**

**May 1, 2017 - September 30, 2017**

County:	Riverside
Agreement Manager:	Delia J. Cioc
Date:	May 12, 2017

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
ASI IV	\$35.09	\$15.12	\$50.21	450	\$22,594.50
SASI II	\$40.05	\$17.26	\$57.31	390	\$22,350.90
OA III	\$23.61	\$10.18	\$33.79	10	\$337.90
Deputy Ag. Comm.	\$50.00	\$21.55	\$71.55	213	\$15,240.15
Assistant Comm.	\$71.54	\$27.16	\$98.70	9	\$888.30
Seasonal Inspectors	\$20.30	\$0.00	\$20.30	3800	\$77,140.00
Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 8	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 9	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 10	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 11	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 12	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 13	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 14	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 15	\$0.00	\$0.00	\$0.00	0	\$0.00
*Total:				4872	\$138,551.75

**\*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.**

Asian Citrus Psyllid Citrus Commodities  
Regulatory Work Plan  
May 1, 2017 - September 30, 2017



County: Riverside  
Date: 05/12/17

Quarantine Enforcement		# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
<b>Citrus Growers</b>					
	Compliance Agreement Issuance	30	1	1	30
	Records & Regulatory Inspections/Hold Notices/Notices of Violation	180	1	2	360
<b>Citrus Transporters</b>					
	Compliance Agreement Issuance	10	1	1	10
	Records & Regulatory Inspections/Hold Notices/Notices of Rejection/Notices of Violation	49	2	1	98
<b>Citrus Packers/Juice Plants/Other Processors</b>					
	Compliance Agreement Issuance	10	1	1	10
	Records & Regulatory Inspections/Hold Notices/Notices of Rejection/Notices of Violation	42	12	8	4032
<b>Regulatory Trace-Back and Trace-Forward</b>					
	Trace-Back and Trace-Forward Activities	7	2	8	112
<b>Other Activities</b>					
	Conference Calls				5
	Meetings				20
	Administrative Support				185
	Reporting				10
<b>*TOTAL HOURS</b>					<b>4872</b>

<b>Personnel</b>				
**Personnel Costs:				\$138,551.75
Overhead (Indirect Costs) — Enter county overhead percentage, do not to exceed 25%			25%	\$34,637.94
<b>Total Personnel Costs (Personnel Costs + Overhead)</b>				<b>\$173,189.69</b>
<b>Miscellaneous</b>				
Dump and Disposal				\$752.76
Supplies				\$0.00
Equipment				\$500.00
Vehicle Mileage	Enter Estimated Miles:	13374	Rate Per Mile:	\$0.535
<b>Total Miscellaneous Costs</b>				<b>\$8,407.85</b>

**TOTAL COST: \$181,597.54**

The Cost Per Hour Worksheet must be submitted with the Workplan.

\*Total Hours must match the total "Estimated Hours to be Worked" on the Cost Per Hour Worksheet.