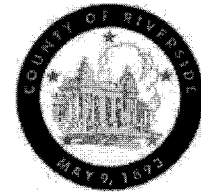


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.8
(ID # 6184)**

MEETING DATE:

Tuesday, February 27, 2018

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Ratification and Approval of Cooperative Agreement No. 17-0469-000-SA for the Asian Citrus Psyllid (ACP) Bulk Citrus with California Department of Food and Agriculture. All Districts [\$400,624.46][California Department of Food and Agriculture]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 17-0469-000-SA with California Department of Food and Agriculture, in the amount of \$400,624.46 and;
2. Authorize the Chairman of the Board to sign the agreement on behalf of the County.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley 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: February 27, 2018
xc: Agric. Comm.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 400,624	\$ 0	\$ 400,624	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: California Department of Food and Agriculture			Budget Adjustment: No	
			For Fiscal Year: 2017/2018	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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 by CDFA.

This agreement was approved as to 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.

ATTACHMENTS:

Attachment A: **COOPERATIVE AGREEMENT NO. 17-0469-000-SA**



 Gregory V. Priamos, Director County Counsel 2/20/2018

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.8/2017)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
17-0469-000-SA

- 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
- The term of this Agreement is: **October 1, 2017 through June 30, 2018**
- The maximum amount of this Agreement is: **\$400,624.46**
- 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	ATTEST:	2 Page
Exhibit C: Payment and Budget Provisions	KECIA HARPER-IHEM, Clerk	1 Page(s)
Attachments: Scope of Work and Budget	By <i>[Signature]</i> 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)

[Signature: Chuck Washington]

DATE SIGNED (Do not type)

2/27/18

PRINTED NAME AND TITLE OF PERSON SIGNING
CHUCK WASHINGTON 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)

[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

CJ

FORM APPROVED COUNTY COUNSEL
BY: DANIELLE D. MALAND 2/13/18 DATE

FEB 27 2018 3.8

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 - Regulatory

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@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kelly Thornburg	Name:	Carmen Haines
Section/Unit:	PHPPS/PEST EXCLUSION	Section/Unit:	
Address:	1220 N Street, Room 325	Address:	P.O. Box 1089
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside CA 92502-1089
Phone:	916-654-0312	Phone:	(951) 955-3006
Email Address:	kelly.thornburg@cdfa.ca.gov	Email Address:	chaines@rivco.org
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		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

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) October 1, 2017 – June 30, 2018

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**
 - C. **Equipment**
 - D. **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 Keith Okasaki located at 1220 N Street, Room 325, Sacramento, CA 95814 or CDFA.PHPPS_PEB_ACP_Compliance@cdfa.ca.gov.

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 Keith Okasaki located at 1220 N Street, Room 325, Sacramento, CA 95814 or CDFA.PHPPS_PEB_ACP_Compliance@cdfa.ca.gov.

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 Keith Okasaki located at 1220 N Street, Room 325, Sacramento, CA 95814 or by emailing the ACP Compliance email at CDFA.PHPPS_PEB_ACP_Compliance@cdfa.ca.gov.

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 and Trace-Forward Activities

Regulatory trace-back and trace-forward activities when required due to an ACP detection at the grower packer/juice plant/other processor. These 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" template and any other data entry required. Use of ACP Program forms for reporting and inspections is required. The forms can be found on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmlLogon2.asp>. Forms created by the County will not be accepted.

II. Non-Personnel

A. 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.

B. 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.

- C. 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 from CDFA 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.

- D. 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 "Monthly Activity Report" template posted on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmLogon2.asp> to report all authorized ACP quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted with the monthly invoice to Keith Okasaki (keith.okasaki@cdfa.ca.gov) and Kelly Thornburg (Kelly.thornburg@cdfa.ca.gov) **no later than 30 days** after the end of the coinciding reporting period. Questions about reporting can be directed to Keith Okasaki, Dayna Napolillo (dayna.napolillo@cdfa.ca.gov), or by calling (916) 654-0312.

- B. Invoicing/Reimbursement:** The County must submit a monthly itemized invoice using the provided template (Appendix A), on county letterhead and submit to CDFA **no later than 30 days** after the end of the coinciding reporting period.

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 Government:

- 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 with the Monthly Activity Report must be emailed to Keith Okasaki (keith.okasaki@cdfa.ca.gov) and Kelly Thornburg (kelly.thornburg@cdfa.ca.gov).

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

**ACP Cooperative Program
Monthly Activity Report
Template**

Month: _____

County: _____

<u># of Citrus Grower Facilities Visited</u>			<u># of Citrus Grower Visits</u>			<u># of Citrus Grower Hours</u>					
C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV

<u># of Citrus Transporter Facilities Visited</u>				<u># of Citrus Transporter Visits</u>				<u># of Citrus Transporter Hours</u>			
C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV

<u># of Citrus Packer/Processor Facilities Visited</u>				<u># of Citrus Packer/Juice Plant/Processor Visits</u>				<u># of Citrus Packer/Juice Plant/Processor Hours</u>			
C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV	C. Agmt. Issued	Reg. Insp.	Hold Notice	NOV

<u>Trace Activities</u>		<u>Trace Activity Hours</u>	
Trace-Forward	Trace-Back	Trace-Forward	Trace-Back

<u>Other Hours</u>			<u>Mileage</u>
Conf. Calls	Meetings	Admin Support	Reporting

Total Hours: 0.00

Appendix A - Invoice Template

(County Letterhead)

California Department of Food and Agriculture
 Attn: Kelly Thornburg
kelly.thornburg@cdfa.ca.gov

Asian Citrus Psyllid Citrus Commodities Program
 Agreement #
 October 1, 2017 - June 30, 2018
 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
	0.00	0.00	0.00
Total Hours:	<u>0.00</u>	Total Salaries:	<u>0.00</u>
		Total Personnel Services:	<u>0.00</u>
		Indirect (up to 25% of Personnel Services):	<u>0.00</u>
		Total Personnel Costs:	<u>0.00</u>

Miscellaneous Expenses

Dump and Disposal	0.00
Supplies	0.00
Equipment	0.00
Total Operating Expenses:	<u>0.00</u>

Vehicle Usage

Miles	Rate	
Vehicle Mileage	0.00	0.00
Total Mileage Cost:		<u>0.00</u>

Total Miscellaneous Expenses

	<u>0.00</u>
Grand Total:	<u>0.00</u>

Agreement Amount
 Billed to Date
 Balance

	0.00
	0.00
	0.00

Personnel Cost Work Sheet
Asian Citrus Psyllid Citrus Commodities
FY 2017/2018
October 1, 2017 through June 30, 2018

Riverside County

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
ASI IV	\$35.09	\$15.12	\$50.21	127	\$6,376.67
Assistant Commissioner	\$71.54	\$27.16	\$98.70	40	\$3,948.00
Deputy Ag Commissioner	\$50.00	\$21.55	\$71.55	100	\$7,155.00
OA III	\$23.61	\$10.18	\$33.79	40	\$1,351.60
SASI	\$40.05	\$17.26	\$57.31	80	\$4,584.80
Seasonal Inspectors	\$20.30	\$0.00	\$20.30	8985	\$182,395.50
			Total:	9372	\$205,811.57

Regulatory Work Plan Summary
Asian Citrus Psyllid Citrus Commodities
FY 2017/2018
October 1, 2017 through June 30, 2018



CALIFORNIA DEPARTMENT OF
 FOOD & AGRICULTURE

Riverside County
Agreement Manager: Delia Cioc

Expenses	Description	Total
Personnel Costs for Regulatory Activities	Compliance Agreement Issuance, Regulatory Inspections, Trace-Back/Trace-Forward Activities, Data Entry and Attend Meetings.	9,372 \$205,811.57
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	25% \$51,452.89
Miscellaneous Costs	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	N \$38,500.00
Vehicles	Mileage rate must be \$0.535, or current federal rate (http://www.irs.gov).	196000 0.535 \$104,860.00
TOTAL COST:		\$400,624.46

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, February 27, 2018, that Chuck Washington, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 17-0469-000-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