

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



ITEM
3.6
(ID # 9988)

MEETING DATE:

Tuesday, June 11, 2019

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 19-0252-000-SA with California Department of Food and Agriculture for the Asian Citrus Psyllid (ACP) Bulk Citrus Regulatory Program effective July 1, 2019 through June 30, 2020, All Districts [\$518,396 - 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve Cooperative Agreement No. 19-0252-000-SA with California Department of Food and Agriculture for the Asian Citrus Psyllid (ACP) Bulk Citrus Regulatory Program, effective July 1, 2019 through June 30, 2020, in the amount of \$518,396; and
2. Authorize the Chairman of the Board of Supervisors to sign the agreement on behalf of the County.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 11, 2019
xc: Agricultural Comm.

Kecia Harper
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	\$ 518,396	\$ 0	\$ 518,396	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: California Department of Food and Agriculture			Budget Adjustment: No	
			For Fiscal Year: 2019/2020	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This agreement is entered into annually for the County to perform and provide quarantine response and regulatory enforcement services for California Department of Food and Agriculture (CDFA). Revenue from this source was included in the Agricultural Commissioner's FY 2019-2020 budget request. This program is 100% state funded.

This agreement was approved as to form by County Counsel.

Impact on Residents and Businesses

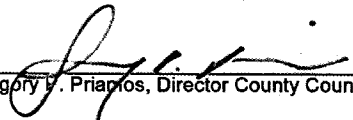
Businesses will be positively impacted in that they will be able to continue to ship citrus stock, preventing the spread within the County and state of ACP.

Contract History and Price Reasonableness

This agreement has been entered into each year since its inception in FY 2016 - 17, and the dollar amount covers all related costs.

ATTACHMENTS:

Attachment A: COOPERATIVE AGREEMENT NO. 19-0252-000-SA



 Gregory V. Priaplos, Director County Counsel 5/30/2019

RESOLUTION

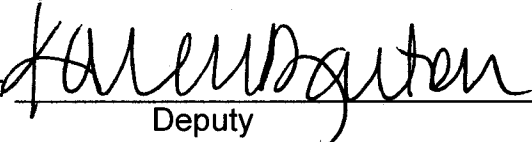
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 11, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 19-0252-000-SA between Riverside County and California Department of Food and Agriculture providing: for the Asian Citrus Psyllid Bulk Citrus Regulatory Program.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
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 R. HARPER, Clerk of said Board

By  Deputy

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
19-0252-000-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 Agreement Term is: July 1, 2019 through June 30, 2020
- The maximum amount of this Agreement is: \$518,396.49
- 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 | 3 Page(s) |
| Exhibit C: Payment and Budget Provisions | 1 Page |
| Attachments: Scope of Work and Budget | |

ATTEST:
KECIX R. HARPER, Clerk
By *[Signature]*
DEPUTY

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) <u><i>[Signature]</i></u>	DATE SIGNED (Do not type) 6/14/19
--	--------------------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING
KEVIN JEFFRIES CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS
Post Office Box 1089, Riverside, CA 92502-1089

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) <u><i>[Signature]</i></u>	DATE SIGNED (Do not type) 7/1/19
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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

UNAPPROVED COUNTY COUNSEL
 BY: *[Signature]* 5/30/19
 DANIELLE D. MALAND DATE

JUN 11 2019 3.6

2019-7-143403

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: Asian Citrus Psyllid (ACP) Bulk Citrus Regulatory

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Keith Okasaki	Name:	Ruben Arroyo
Division/Branch:	PHPPS / PEST EXCLUSION	Organization:	COUNTY OF RIVERSIDE
Address:	1220 N Street	Address:	Post Office Box 1089
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-854-0312	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:	Daniel Delgado
Division/Branch:	PHPPS / PEST EXCLUSION	Organization:	County of Riverside Agricultural Commissioner's office
Address:	1220 N Street	Address:	3403 10th Street, Suite 701
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92501
Phone:	916-854-0312	Phone:	951.955.3031
Email Address:	kelly.thornburg@cdfa.ca.gov	Email Address:	ddelgado@rivco.org

**FISCAL CONTACT FOR RECIPIENT
(If different from above):**

Name: _____
Organization: _____
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 CDFA Agreement Manager or designee in the form of a formal written amendment.
3. **Governing Law**
This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.
4. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.
5. **Recipient Commitments**
The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.
6. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.
7. **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.
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. **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/Consultants 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 Contractors/Consultants 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.
10. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient 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 *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.

11. 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.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee 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 CDFA Agreement Manager or designee 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.

13. 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.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) 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.

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. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. 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 in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. 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; and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a 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.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified 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 and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, 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. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. 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).
- D. If foreign 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.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK
Asian Citrus Psyllid Program, Citrus Commodity (Regulatory)
July 1, 2019 – June 30, 2020

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), 3(b), and 4(b) are the highest priority. Compliance agreement issuance is a lower priority. If regional quarantine zones are modified 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. **Citrus Fruit Sellers**
 - 5. **Dump and Disposal**
 - 6. **Regulatory Trace-Back and Trace-Forward Activities**
 - 7. **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 the terms of the compliance agreement exhibits and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to the ACP Program at ACPCCompliance@cdfa.ca.gov.

b. Records and Regulatory Inspections/ACP-Free Declarations/Hold Notices/Notices of Violation

- i. Regulatory inspections and records review to verify compliance.
- ii. Receiving, maintaining, and approving grower-submitted ACP-Free Declaration forms.
- iii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliance.

2. Citrus Transporters

Includes transporters of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement exhibits and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to the ACP Program at ACPCCompliance@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, Notices of Violation, and Notices of Proposed Action for non-compliance.

3. Citrus Packers/Juice Plants/Other Processors

Includes packers/juicers/processors of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement exhibits and regulatory requirements
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to the ACP Program at ACPCCompliance@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, Notices of Violation, and Notices of Proposed Action for non-compliance.

4. Citrus Fruit Sellers

Includes sellers, distributors, and market vendors of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement exhibits and regulatory requirements
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to the ACP Program at ACPCompliance@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, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

5. Dump and Disposal

Personnel hours associated with the disposal of confiscated bulk citrus related material.

6. 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.

7. 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 maintaining and recording received ACP-Free Declaration forms, 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. The forms can be found on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?PageID=997>. Forms created by the County will **not be** accepted and incomplete forms will be returned.

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/Equipment:

- 1. 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.
- 2. 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.

C. 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/pbuilder/FileReader.asp?PageID=997> 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 the reporting can be directed to Keith Okasaki at the email listed above 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. 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 \$0.58) if the federal mileage rate changes during the term of the agreement.

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 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.

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 #
 July 1, 2019 - June 30, 2020
 Invoice for Period from [Month, Date, Year]

Personnel Services

Name and 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:	<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>

Operating 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	0.580	0.00
Total Mileage Cost:			<u>0.00</u>

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

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

Asian Citrus Psyllid Citrus Commodities

Personnel Cost Work Sheet

FY 2019/2020

July 1, 2019 through June 30, 2020

County: Riverside

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Seasonal Inspectors	\$20.30	\$0.00	\$20.30	10000	\$203,000.00
ASI	\$35.09	\$15.12	\$50.21	2100	\$105,441.00
SASI	\$40.05	\$17.26	\$57.31	780	\$44,701.80
OA III	\$23.61	\$10.18	\$33.79	97	\$3,277.63
Deputy Ag. Commissioner	\$50.00	\$21.55	\$71.55	400	\$28,620.00
			*Total:	13377	\$385,040.43

Asian Citrus Psyllid Citrus Commodities
 Regulatory Work Plan Summary
 FY 2019/2020
 July 1, 2019 through June 30, 2020



County: Riverside
 Agreement Manager: Daniel Delgado

Expenses	Description	Total	
Personnel Costs for Regulatory Activities	Compliance Agreement Issuance, Regulatory Inspections, Trace-Back/Trace-Forward Activities, Data Entry and Attend Meetings.	Total Activity Hours: 13,377	\$385,040.43
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage: 15%	\$57,756.06
Miscellaneous Costs	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	Itemized Supply List Required (Y/N): N	\$64,000.00
Vehicles Mileage	Mileage rate must be \$0.58, or current federal rate (http://www.irs.gov).	Estimated Miles: 20000 Rate Per Mile: 0.580	\$11,600.00
		TOTAL COST:	\$518,396.49