

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



ITEM: 3.9
(ID # 11158)

MEETING DATE:

Tuesday, November 5, 2019

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 19-0702-002-SF with the California Department of Food and Agriculture for the Red Imported Fire Ant Program, effective August 1, 2019 through July 31, 2020, All Districts. [\$86,001 - 100% State Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 19-0702-002-SF with the California Department of Food and Agriculture for the Red Imported Fire Ant Program, effective August 1, 2019 through July 31, 2020, in the amount of \$86,001;
2. Authorize the Chairman of the Board to sign the agreement on behalf of the County; and
3. Approve and direct the Auditor-Controller to make the budget adjustments shown on the attached Schedule A.

ACTION: 4/5 Vote Required, Policy

Delia Cioc

Delia Cioc, Assistant Agricultural Commissioner.

10/18/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: November 5, 2019
xc: Ag. Comm.


Kecia R. Harper
Clerk of the Board

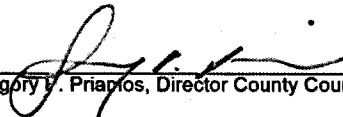
By: *Kecia R. Harper*
Deputy

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


Misley Wang, Supervising Accountant 10/18/2019


Jarvyk Pungalan 10/29/2019


Alex Gann 10/29/2019


Gregory V. Priaplos, Director County Counsel 10/24/2019

DUE FROM UIMEX FUNDS / DUE TO UIMEX FUNDS
As of June 30, 2019
Due July 12, 2019

SCHEDULE A (Refer to Year-end Closing Manual, Chapter 4, Topic #3)

1. SUBMITTED BY:

Business Unit: AGARC Accrual JE Number: _____
 Reversal JE Number: _____

JE Source: 19YE20

2. General information for Entity entitled to receive revenue:

- Account 125100 for Due From Governmental Funds (Fund No. 10000 to 39999)
- Account 125200 for Due From Proprietary Funds (Fund No. 40000 to 49999)

3. RECEIVABLE SIDE OF ENTRY - DUE FROM (Note: Line items MUST have an aggregate amount due equal to or greater than \$5,000):

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)	
							Description of Service	Amount To Be Received*		From
Receivable Account Code	Fund No.	DeptID	Revenue Account Code	Person Contacted for Confirmation and Phone Ext.	Est.*					Estimated Date of Collection/ Receipt
125100	10000	2800100000	752000	Delia Cioc / 53016		20,000	Survey & Inspection of Nurseries	7/1/2019	6/30/2020	
125100	10000	2800100000	752000	Delia Cioc / 53016		5,000	Survey & Inspection of Nurseries	7/1/2019	6/30/2020	
125100	10000	2800100000	752000	Delia Cioc / 53016		36,000	Survey & Inspection of Nurseries	7/1/2019	6/30/2020	
125100	10000	2800100000	752000	Delia Cioc / 53016		25,001	Survey & Inspection of Nurseries	7/1/2019	6/30/2020	
Receivable Total:						\$ 86,001				

4. General information for Entity liable for expense:

- Account 206200 for Due to Governmental Funds (Fund No. 10000 to 39999)
- Account 206100 for Due To Proprietary Funds (Fund No. 40000 to 49999)

5. LIABILITY SIDE OF ENTRY - DUE TO (Note: Line items MUST have an aggregate amount due equal to or greater than \$5,000):

(a)	(b)	(c)	(d)	(e)	(f)	(g)
206200	10000	2800100000	528920	Delia Cioc / 53016		(20,000)
206200	10000	2800100000	523700	Delia Cioc / 53016		(5,000)
206200	10000	2800100000	510040	Delia Cioc / 53016		(36,000)
206200	10000	2800100000	522310	Delia Cioc / 53016		(25,001)
Liability Total:						\$ (86,001)

Attach accrual and accrual reversal journals with supporting documentation for the amount claimed.

*If the amount due is estimated, attach an explanation of the method of computation.

IMPORTANT: If this form is not applicable, indicate its omission on Schedule N - the transmittal letter.

Prepared By: Patrice Wyatt

Phone No.: 951.955.3011

Approved By: 

Date: 10-17-19

RESOLUTION

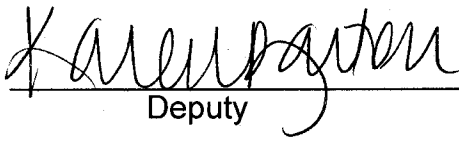
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, November 5, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 19-0702-002-SF between Riverside County and California Department of Food and Agriculture providing: for the Red Imported Fire Ant 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

CLERK'S COPY

State of California, Department of Food and Agriculture

AGREEMENT

GAU-03 (Rev.9/2019)

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

REVISED 10-9-19

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

19-0702-002-SF

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 Agreement Term is: August 1, 2019 through July 31, 2020

3. The maximum amount of this Agreement is: \$86,001.50

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: Prime Award Information
Recipient and Project Information

2 Page(s)

Exhibit B: General Terms and Conditions

4 Page(s)

Exhibit C: Payment and Budget Provisions

ATTEST:

KECIA R. HARPER, Clerk

1 Page

Exhibit D: Federal Terms and Conditions

By

[Signature]
DEPUTY

3 Page(s)

Attachments: Scope of Work and Budget

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)

[Signature]

11/5/19

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)

DATE SIGNED (Do not type)

[Signature]

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

NOV 05 2019

3.9

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 10/23/19
DATE
DANIELLE D. MALAND

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	19-0702-000-FR
Federal Award Identification Number:	AP19PPQFO000C570
Federal Award Date:	August 30, 2019
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025
Amount Awarded to CDFA:	\$140,782.00
Effective Dates for CDFA:	August 1, 2019 through July 31, 2020
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform visual surveys and bait deployment at interstate shipping nurseries. Federal Domestic Quarantine for Red Imported Fire Ant, 7, CCR 301.81

Project Title: Red Imported Fire Ant

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Terra Walber	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:	916-654-0312	Phone:	951-955-3045
Email Address:	terra.walber@cdfa.ca.gov	Email Address:	agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jennifer Debernardi	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:	916-654-0312	Phone:	(951) 955-3031
Email Address:	jennifer.debernardi@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 are applicable 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 applicable federal requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in 2 CFR 200.310 through 200.316.

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 Freedom of Information Act. 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.

27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

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 are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.
- 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 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.
- F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK
Red Imported Fire Ant Program
August 1, 2019 - July 31, 2020

The county agrees to perform red imported fire ant (RIFA) survey work for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by the Federal Domestic Quarantine for Imported Fire Ant (7 CFR 301.81).

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 and personnel cost worksheet), monthly invoice (Appendix A), and by this reference made a part hereof.

Key actions to be conducted under this agreement include:

SECTION 1: PERSONNEL SERVICES

- a. Survey Activities
- b. Data Entry / Sample Submission
- c. Conference Calls, Meetings, Training
- d. Administrative Support

SECTION 2: NON-PERSONNEL (OPERATING EXPENSES)

- a. Supplies
- b. Equipment
- c. Mileage

SECTION 3: REPORTING/INVOICING

- a. Monthly Activity Report
- b. Invoicing/Reimbursement
 - i. Allowable Costs
 - ii. Monthly Activity Report Required for Reimbursement
 - iii. Hourly Rate(s) on Invoices
 - iv. Personnel on Invoice Must Match Work Plan
 - v. Documentation
 - vi. Substantiation of Costs
 - vii. Submission of Monthly Invoice

SECTION 1: PERSONNEL ACTIVITIES

a. Survey Activities

The county agrees to perform surveys at Interstate Shipping Nurseries where RIFA may occur. Any infestations of RIFA will be determined by visual surveys and by the deployment of protein bait stations.

The county personnel performing the survey will be trained in proper survey and bait placement techniques and preliminary identification of the targeted pest as outlined in the USDA Imported Fire Ant Program Manual.

b. Data Entry/Sample Submission

The county is responsible for ensuring Pest and Damage Records (PDR) are accurately completed in a timely manner. County must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The county must complete an electronic copy of CDFA's PDR on the CDFA Extranet (<http://phpps.cdfa.ca.gov/user/frmLogon2.asp>). A hard copy of the PDR must accompany the samples to the PPDC.

"Nursery Special Survey (NSUR)" must be selected as the <Program> for each PDR submitted to the PPDC for this program. "75 Special Survey" must be selected as the <Activity> for each PDR submitted to the PPDC for this program.

c. Conference Calls, Meetings, Training

The county is responsible for ensuring participation in conference calls and meetings, and that county staff are provided training on surveying for RIFA.

d. Administrative Support

The county is responsible for ensuring the PDR and invoicing are accurately completed in a timely manner.

SECTION 2: NON-PERSONNEL (OPERATING EXPENSES)

a. Supplies

In accordance with 2 CFR Part 200.94 (http://www.ecfr.gov/cgi-bin/text-idx?SID=c1a895352495b577c5908c4ef49bf296&mc=true&node=se2.1.200_194&rgn=div8), supplies are considered articles that have a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the RIFA 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.

All records substantiating that the supplies are used for the RIFA program must be maintained by the county.

b. Equipment

In accordance with 2 CFR Part 200.33 (http://www.ecfr.gov/cgi-bin/text-idx?SID=c1a895352495b577c5908c4ef49bf296&mc=true&node=se2.1.200_133&rgn=div8), equipment is considered to be articles that have a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the RIFA program will be reimbursed. Articles with a unit cost of \$5,000.00 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the equipment is used for the RIFA program must be maintained by the county.

c. Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the work plan. If the federal mileage reimbursement rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>) fluctuates during the agreement period, counties will submit monthly invoices for the current federal rate.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

a. **Monthly Activity Report**

The county must submit a Monthly Activity Report (**Appendix B**) for the RIFA Program. Monthly Activity Reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Terra Walber at Terra.Walber@cdfa.ca.gov or by calling (916) 654-0312.

b. **Invoicing/Reimbursement**

The county must submit monthly an itemized invoice using the provided template (**Appendix A**), on county letterhead, and submit to the CDFA no later than 30 days after the end of the coinciding reporting period. Incomplete or incorrectly filled out invoices will no longer be accepted and returned to county for corrections prior to processing.

i. **Allowable Costs**

All invoiced expenses must fall within the parameters of this scope of work and must be directly related to administering and conducting RIFA survey related activities.

ii. **Monthly Activity Report Required for Reimbursement**

Invoices will not be submitted for reimbursement until submission of the Monthly Activity Report for the invoicing period has been completed by the county and verified by CDFA (see Section 3a. Monthly Activity Report above). Monthly Activity Report hours must match invoice hours before invoices will be submitted for reimbursement.

iii. **Hourly Rate(s) on Invoices**

Monthly invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. **Personnel on Invoice Must Match Work Plan**

Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

v. **Documentation**

Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA but must be retained by the county and must be made available for audit purposes.

vi. **Substantiation of Costs**

All personnel salary costs must be properly tracked or allocated to the agreement in accordance with the Office of Management and Budget 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.

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. On a related note, mileage rates used on invoices must be the same as contained in the work plan.

Use the following citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local, and Indian Tribal Governments:

2 CFR 200 (http://www.ecfr.gov/cgi-bin/text-idx?SID=c1a895352495b577c5908c4ef49bf296&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

vii. Submission of Monthly Invoice

Send monthly invoices via email to Jennifer Debernardi (Jennifer.Debernardi@cdfa.ca.gov). Questions about invoicing/reimbursement can be directed to Terra Walber (terra.walber@cdfa.ca.gov) via email or by calling (916) 654-0312.

Invoice #:
Invoice Date:

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Submit invoices to Jennifer Debernardi
email: jennifer.debernardi@cdfa.ca.gov

Red Imported Fire Ant Program Invoice
Agreement #
FY 2019/2020
Invoice for Period from 08/01/2019 to 07/31/2020

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	<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 Services:	<u>0.00</u>

Operating Expenses

Supplies	0.00
Equipment	0.00
Total Supplies/Equipment:	<u>0.00</u>

	Miles	Rate	
Vehicle Mileage	0.00	0.000	0.00
Total Mileage Cost:			<u>0.00</u>

Grand Total: 0.00

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

2019 RIFA REPORT

COUNTY: _____

MONTH: _____

	<u>Number</u>	<u>Hours</u>
ACTIVITIES		
Surveying at Interstate Shipping Nurseries*		
Conference Calls, Meetings, Trainings		
Administrative Support**		
TOTALS	0	0
VEHICLES		
Mileage		

* surveying includes planning and implementation of visual survey; bait preparation and deployment; and sample collection

**administrative support includes preparing and processing PDRs and invoices, and ordering supplies and equipment

County Personnel Cost Work Sheet
 Red Imported Fire Ant Program
 FY 2019/2020
 August 1, 2019 through July 31, 2020

Riverside County

Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
ASI	\$35.09	\$15.12	\$50.21	400	\$20,084.00
Deputy Ag. Commissioner	\$50.00	\$21.55	\$71.55	200	\$14,310.00
OA III	\$23.61	\$10.18	\$33.79	100	\$3,379.00
SASI	\$40.05	\$17.26	\$57.31	120	\$6,877.20
Seasonal Inspectors	\$13.19	\$0.00	\$13.19	1700	\$22,423.00
Total:				2,520	\$67,073.20

County Work Plan Summary
 Red Imported Fire Ant Program
 FY 2019/2020
 August 1, 2019 through July 31, 2020

Riverside County
 Agreement Manager: Daniel Delgado



Expenses	Description	Total
Personnel Costs for Survey Activities	Surveys at Interstate Shipping Nurseries	2,520 \$67,073.20
Overhead Costs	Indirect Costs (Must not exceed 25% of Total Personnel Costs)	25% \$16,768.30
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	Itemized Supply List Required (Y/N): N \$1,000.00
Mileage	Mileage rate must be \$0.58, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates).	Estimated Miles: 2000 Rate Per Mile: 0.58 \$1,160.00
TOTAL COST:		\$86,001.50