

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



ITEM: 3.2
(ID # 18567)

MEETING DATE:
Tuesday, April 12, 2022

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 21-0682-000-SA with the California Department of Food and Agriculture for the Pink Bollworm Cotton Plowdown and Host-Free Period Monitoring Program, effective November 1, 2021 through June 30, 2022, District 4. [\$5,000 Total Cost - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 21-0682-000-SA with the California Department of Food and Agriculture for the Pink Bollworm Cotton Plowdown and Host-Free Period Monitoring Program, effective November 1, 2021 through June 30, 2022, in the amount of \$5,000; and
2. Authorize the Chair of the Board to sign the agreement on behalf of the County.

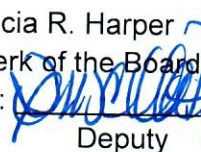
ACTION:Policy


Ruben J. Arroyo, Agricultural Commissioner/Sealer 3/22/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: April 12, 2022
xc: Agric. Comm.

Kecia R. 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	\$ 5,000	\$ 0	\$ 5,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: California Department of Food and Agriculture			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This agreement, though modest, is renewed annually and provides for county reimbursement of costs associated with the survey and enforcement of the cotton plowdown and host-free period regulations, in order to control the occurrence of the pink bollworm in Riverside County. Revenue from this source was previously included in the Agricultural Commissioner's FY 21/22 budget request.

This agreement was approved as to form by County Counsel.

ATTACHMENT A. Cooperative Agreement 21-0682-000-SA with the California Department of Food and Agriculture


 Jason Farin, Principal Management Analyst 4/4/2022


 Cynthia M. Guarez, Chief Deputy County Counsel 3/23/2022

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, April 12, 2022, that the Chair is authorized and directed to execute on behalf of said County the Cooperative Agreement 21-0682-00-SA between Riverside County and California Department of Food and Agriculture (CFDA) providing: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program Services.

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 10/2021)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
21-0582-000-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: November 1, 2021 through June 30, 2022
- The maximum amount of this Agreement is: \$5,000.00
- 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 2 Page(s)
- Exhibit B: General Terms and Conditions 4 Page(s)
- Exhibit C: Payment and Budget Provisions 2 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
APR 12 2022

PRINTED NAME AND TITLE OF PERSON SIGNING
JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ADDRESS
Post Office Box 1089, Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

ATTEST:
KECIA R. HARPER, Clerk
DEPUTY

FORWARDED TO COUNTY COUNSEL
BY: DANIELLE MCAND

CJ

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 A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 Survey all cotton growing areas in the county to enforce plowdown and host-free compliance to cotton growers and enforce any special permits issued by the Secretary, which are relevant to plowdown compliance and/or the host-free period according to provisions of the California Food and Agricultural Code, Sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California Code of Regulation (CCR) Sections 3590 and 3595; and Title 3, CCR, Section 3154.

Project Title: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Emily Schoenborn	Name:	Ruben Arroyo
Division/Branch:	PHPPS/Integrated Pest Control	Organization:	COUNTY OF RIVERSIDE
Address:	3294 Meadowview Road	Address:	Post Office Box 1089
City/State/Zip:	Sacramento, CA 95832	City/State/Zip:	Riverside, CA 92502
Phone:	559-805-3192	Phone:	951-955-3022
Email Address:	emily.schoenborn@cdfa.ca.gov	Email Address:	ruarroyo@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Davis Tran	Name:	Erik Downs
Division/Branch:	PHPPS/Integrated Pest Control	Organization:	Riverside County Agricultural Commissioner's Office
Address:	3294 Meadowview Road	Address:	3403 10th Street, Suite 701
City/State/Zip:	Sacramento, CA 95832	City/State/Zip:	Riverside CA 92501
Phone:	916-926-9818	Phone:	951.955.3004
Email Address:	davis.tran@cdfa.ca.gov	Email Address:	edowns@rivco.org
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	
		Organization:	
		Address:	
		City/State/Zip:	
		Phone:	
		Email Address:	

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. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

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

5. 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 the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. 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.

7. 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 awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient 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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. 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 CDFFA 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.

13. 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 CDFFA Agreement Manager, identified in Exhibit A, 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 CDFFA 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.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFFA, CDFFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

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

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

18. Non-Material Breach

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. The 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 the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely 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 the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the 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, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. 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.

21. 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 less 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 within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. 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.

25. 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 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 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. If mileage is a reimbursable expense, 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.

Ruben Arroyo, Ag. Commissioner
4080 Lemon Street, Rm 19 | P.O. Box 1089
Riverside, CA 92502-1089
(951) 955-3045

Scope of Work
Riverside County Agricultural Commissioner
Pink Bollworm Cotton Plowdown and Host-free Period Monitoring
Program Fiscal Year 21/22. Grant Term: 11/01/21 through 06/30/22

AGENCY RESPONSIBILITY

Section 1. California Department of Food and Agriculture (CDFA), Pink Bollworm (PBW) Program will:

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 5, 6, and 7, southern California, or all County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.
- B. Provide the cotton acreage figures for the flat rate of \$5,000.00 for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.
- D. Provide a list of current year and prior year PBW native find sites by county, township- range and section to the CAC.
- E. Monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Emily Schoenborn, Agricultural Pest Control Supervisor, CDFA, 2895 North Larkin Avenue, Suite A. Fresno, CA 93727, Phone (559) 805-3192.

Section 2. The County Agricultural Commissioner will:

- A. Survey all cotton growing areas in his or her county and enforce plowdown and host-free compliance according to provisions of the California Food and Agricultural Code, sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California code of Regulation (CCR), sections 3590 and 3595. Plus enforce any Special Permits issued by the Secretary under Title 3, CCR, Section 3154, which are relevant to plowdown compliance and/or the host-free period.
- B. Reporting Requirements: Within 15 days after the plowdown date for each respective district, make a report to the CDFA, PBW Program, on the status of plowdown compliance in each county. Continue to submit monthly reports on the status of plowdown compliance and maintenance of the host-free period intervals until the cotton planting dates have been reached. Information on all fields not in compliance or under action and any penalties or fines levied should be included in the monthly reports.

A final status report will be submitted with the invoice for a lump-sum payment.

**RIVERSIDE COUNTY
AGRICULTURAL COMMISSIONER**

**Pink Bollworm Program
Cotton Plowdown & Host-free Monitoring**

Fiscal Year 2021/2022

**Grant Term:
November 1, 2021 through June 30, 2022**

FISCAL DISPLAY / BUDGET SHEET

<u>Cotton Acreage</u>	<u>Cost Per Acre</u>	<u>Amount</u>
6,690	Flat Rate	\$ 5,000.00

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
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. 10/2021)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
21-0682-000-SA

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 Attachments: Scope of Work and Budget

FORWARDED TO COUNTY COUNSEL
BY: DANIELLE D. MALAND

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
APR 12 2022

PRINTED NAME AND TITLE OF PERSON SIGNING
JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ADDRESS
Post Office Box 1089, Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) DATE SIGNED
Monica Aguirre Digitally signed by Monica Aguirre
Date: 2022.05.03 12:17:28 -07:00

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

ATTEST:
KECIA R. HAPPER, Clerk
DEPUTY

APR 12 2022 3.2

CJ

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Project Title: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Emily Schoenborn	Name: Ruben Arroyo
Division/Branch: PHPPS/Integrated Pest Control	Organization: COUNTY OF RIVERSIDE
Address: 3294 Meadowview Road	Address: Post Office Box 1089
City/State/Zip: Sacramento, CA 95832	City/State/Zip: Riverside, CA 92502
Phone: 559-805-3192	Phone: 951-955-3022
Email Address: emily.schoenborn@cdfa.ca.gov	Email Address: ruarroyo@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Davis Tran	Name: Erik Downs
Division/Branch: PHPPS/Integrated Pest Control	Organization: Riverside County Agricultural Commissioner's Office
Address: 3294 Meadowview Road	Address: 3403 10th Street, Suite 701
City/State/Zip: Sacramento, CA 95832	City/State/Zip: Riverside CA 92501
Phone: 916-926-9818	Phone: 951.955.3004
Email Address: davis.tran@cdfa.ca.gov	Email Address: edowns@rivco.org
	FISCAL CONTACT FOR RECIPIENT (if different from above):
	Name:
	Organization:
	Address:
	City/State/Zip:
	Phone:
	Email Address:

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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4. Governing Law

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

5. 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 the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. 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.

7. 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 awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient 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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. 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 CDFRA 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.

13. 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 CDFRA Agreement Manager, identified in Exhibit A, 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 CDFRA 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.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFRA, CDFRA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

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

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

18. Non-Material Breach

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. The 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 the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely 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 the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the 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, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. 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.

21. 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 less 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 within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. 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.

25. 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 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 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. If mileage is a reimbursable expense, 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.

Ruben Arroyo, Ag. Commissioner
4080 Lemon Street, Rm 19 | P.O. Box 1089
Riverside, CA 92502-1089
(951) 955-3045

Scope of Work
Riverside County Agricultural Commissioner
Pink Bollworm Cotton Plowdown and Host-free Period Monitoring
Program Fiscal Year 21/22. Grant Term: 11/01/21 through 06/30/22

AGENCY RESPONSIBILITY

Section 1. California Department of Food and Agriculture (CDFA), Pink Bollworm (PBW) Program will:

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 5, 6, and 7, southern California, or all County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.**
- B. Provide the cotton acreage figures for the flat rate of \$5,000.00 for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.**
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.**
- D. Provide a list of current year and prior year PBW native find sites by county, township- range and section to the CAC.**
- E. Monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.**
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Emily Schoenborn, Agricultural Pest Control Supervisor, CDFA, 2895 North Larkin Avenue, Suite A. Fresno, CA 93727, Phone (559) 805-3192.**

Section 2. The County Agricultural Commissioner will:

- A. Survey all cotton growing areas in his or her county and enforce plowdown and host-free compliance according to provisions of the California Food and Agricultural Code, sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California code of Regulation (CCR), sections 3590 and 3595. Plus enforce any Special Permits issued by the Secretary under Title 3, CCR, Section 3154, which are relevant to plowdown compliance and/or the host-free period.**
- B. Reporting Requirements: Within 15 days after the plowdown date for each respective district, make a report to the CDFA, PBW Program, on the status of plowdown compliance in each county. Continue to submit monthly reports on the status of plowdown compliance and maintenance of the host-free period intervals until the cotton planting dates have been reached. Information on all fields not in compliance or under action and any penalties or fines levied should be included in the monthly reports.**

A final status report will be submitted with the invoice for a lump-sum payment.

**RIVERSIDE COUNTY
AGRICULTURAL COMMISSIONER**

**Pink Bollworm Program
Cotton Plowdown & Host-free Monitoring**

Fiscal Year 2021/2022

**Grant Term:
November 1, 2021 through June 30, 2022**

FISCAL DISPLAY / BUDGET SHEET

Cotton Acreage Cost Per Acre Amount

6,690 Flat Rate \$ 5,000.00

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, April 12, 2022, that the Chair is authorized and directed to execute on behalf of said County the Cooperative Agreement 21-0682-00-SA between Riverside County and California Department of Food and Agriculture (CFDA) providing: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program Services.

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