

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
15-0476-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 SAN MATEO

2. The term of this Agreement is: October 1, 2015 through September 30, 2016

3. The maximum amount of this Agreement is: \$147,941.58
One Hundred Forty Seven Thousand Nine Hundred Forty One Dollars
and Fifty Eight Cents

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

- | | |
|---|------------|
| Exhibit A: | 12 Page(s) |
| • Recipient and Project Information | |
| • Scope of Work | |
| Exhibit B: | 3 Page(s) |
| • Payment Provisions and Budget | |
| • Budget | |
| Exhibit C: General Terms and Conditions | 2 Page(s) |
| Exhibit D: Federal Terms and Conditions | 3 Page(s) |

Name of Project: Light Brown Apple Moth-Regulatory

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN MATEO

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Carole Groom, President, Board of Supervisors

ADDRESS

728 Heller Street, Redwood City, CA 94064

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County will conduct Light Brown Apple Moth (LBAM) Regulatory activities to ensure that requirements of the United States Department of Agriculture's Federal Order for LBAM are met and to ensure requirements of the California State Interior Quarantine for LBAM are met.

2. **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.

3. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Vince Arellano	Name: Fred Crowder
Section/Unit: PHPPS / PEST EXCLUSION	Section/Unit: COUNTY OF SAN MATEO
Address: 1220 N Street, Room 325	Address: 728 Heller Street
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Redwood City, CA 94064
Phone: 916-654-0312	Phone: 650-363-4700
Email Address: vince.arellano@cdfa.ca.gov	Email Address: fcrowder@co.sanmateo.ca.us

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

5. **PRIME AWARD INFORMATION:**

Federal Funding Source(s):	USDA-APHIS-PPQ
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$403,116.00
Federal Funding Source Agreement Number(s):	15-8506-1164-CA
Effective Date(s):	10/1/2014 through 3/31/2016

6. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. State, local or Indian tribal governments, non-profit organizations, colleges and universities will be subject 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 31.2. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable Cost Principle requirements.

SCOPE OF WORK

Light Brown Apple Moth Program, Regulatory October 1, 2015 – September 30, 2016

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

- California Code of Regulations (CCR) Title 3, Division 4, Chapter 3, Section 3434 (<http://pi.cdfa.ca.gov/pqm/manual/htm/419.htm>) **and**
- Federal Domestic Quarantine Order for *Ephiphyas postvittana* (Light Brown Apple Moth), DA-2011-41 (or most recent version) (http://www.aphis.usda.gov/plant_health/plant_pest_info/lba_moth/regulations.shtml)

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

Pest Exclusion Advisory No. 37-2015 ([http://www.cdfa.ca.gov/countyag/postings/files/PEA No. 37-2015 .pdf](http://www.cdfa.ca.gov/countyag/postings/files/PEA_No._37-2015_.pdf)) provides additional clarifications regarding authorized expenses that qualify for reimbursement.

Authorized expenses under this Light Brown Apple Moth (LBAM) regulatory cooperative agreement include:

I. Personnel Hours

A. Quarantine Enforcement

1. Nurseries
2. Green Waste
3. Harvested Commodities

B. Other Activities

1. Conference Calls
2. Meetings
3. Administrative Support
4. Reporting

II. Non-Personnel

- A. Supplies/Equipment
- B. Vehicle Mileage

III. Reporting/Invoicing

- A. Monthly Activity Report
- B. Invoicing/Reimbursement

I. Personnel Hours: The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the LBAM state interior quarantine (CCR 3434) and Federal Domestic Quarantine Order DA-2011-41 (or most recent version). This agreement is also inclusive of the following:

A. Quarantine Enforcement Activities for the following regulated entities:

1. Nurseries

DOES NOT include retail nurseries or cut flower grower field inspections, DOES include production nurseries, and cut flower coolers, wholesale florists, garlands, wreaths or greenery and cut Christmas trees

i. Compliance Agreement Issuance

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms into a spreadsheet and sending it to CDFA.

ii. Initial Inspection/Sampling/Hold Notices

Initial inspection of facility, collecting and submitting samples, issuing hold notices and performing hold actions.

iii. Records & Regulatory Inspections/Sampling/Hold Notices

Regulatory inspections (at approved intervals), records review, plant inspections, collecting and submitting samples, issuing hold notices and performing hold actions. Nursery inspection time shall be limited to a **maximum of 30 minutes per acre**.

iv. Treatment/Re-inspection

Discussing treatment options, overseeing treatment or disposal at LBAM positive nurseries and reinspecting treated material to determine freedom from LBAM.

2. Green Waste

i. Compliance Agreements

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements submitting a copy of compliance agreement forms to CDFA for data entry.

All green waste establishments with a compliance agreement with the LBAM Program but not under Master Permit QC 1290 **must be reissued** a compliance agreement under the Master Permit. A copy of compliance agreements must be sent to CDFA for data entry.

ii. Quarterly monitoring

Records review to ensure compliance on a quarterly basis.

3. Harvested Commodities

DOES NOT include exempted commodities

i. Compliance Agreements Issuance

Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms into a spreadsheet and sending it to CDFA.

ii. Inspections/Sampling/Hold Notices

Initial, monthly or pre-shipment inspections, collecting and submitting samples, issuing hold notices and performing hold actions.

iii. Treatment/Reinspection

Discussing treatment options, conducting or overseeing treatment at LBAM positive location and reinspecting location to determine freedom from LBAM.

iv. Regulatory Trapping

- There are no trapping requirements within the State Interior Quarantine (SIQ) boundaries, which includes the Contiguous Regulated Area. Trapping is not reimbursable in these areas.
- Within LBAM regulated counties, but outside of SIQ boundaries, the requirement is one trap per square mile.

B. Other Activities:

1. Conference calls

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

2. Meetings

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

3. Administrative support

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

4. Reporting

Personnel hours associated with entering data into the United States Department of Agriculture Integrated Plant Health Information System (IPHIS) database, completion of the "Monthly Activity Report" and any other data entry required. Use of LBAM Program forms for reporting and inspections is required. Forms created by the County **will not** be accepted.

II. Non-Personnel:

A. Supplies/Equipment:

Supplies: Expenses of articles having a useful life of less than one year directly related to administering and conducting quarantine response and regulatory enforcement activities associated with the LBAM Program may 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.

Equipment: Expenses of articles having a useful life of more than one year and a cost equal to or less than the amount approved by this agreement, or \$5,000, directly related to administering and conducting quarantine response and regulatory enforcement activities associated with the LBAM Program may be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment and motor vehicles.

All records substantiating supplies and equipment expenses used for the LBAM Program must be maintained by the county.

B. Vehicle Mileage: The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the Work Plan (budget). If the federal mileage rate increases during the agreement period, counties may submit invoices at the increased federal rate.

Substantiation of Vehicle Mileage Costs: A log recording daily vehicle mileage must be maintained for each vehicle used for LBAM quarantine response and regulatory enforcement. The vehicle log must indicate the mileage for the LBAM Program and the name of the driver. Vehicle logs may be maintained on a monthly basis.

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

- A. Monthly Activity Report:** The county will submit a "Monthly Activity Report" utilizing the on-line County Monthly Report system (<https://secure.cdfa.ca.gov/eqgov/crs/login.aspx>) to report all authorized LBAM quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted through the on-line County Monthly reporting system no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Vince Arellano (vince.arellano@cdfa.ca.gov), Dayna Napolillo (Dayna.Napolillo@cdfa.ca.gov), Keith Okasaki (Keith.Okasaki@cdfa.ca.gov), or by calling (916) 654-0312.
- B. Invoicing/Reimbursement:** The county will submit a monthly itemized invoice, on county letterhead, using the provided template (**Appendix A**). Invoices must be submitted to CDFA no later than 30 days after the end of the coinciding reporting period. Completed official LBAM Program forms must be submitted with or prior to invoicing. Invoices will not be processed without current LBAM program forms.
- 1. Allowable Costs:** All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting LBAM quarantine response and regulatory enforcement activities. Indirect may not exceed 25% of total "Personnel Costs."
 - 2. Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the "Monthly Activity Report" for the invoicing period has been submitted by the county and verified by CDFA (see section IIIA. Monthly Activity Report). Personnel hours on the Monthly Activity Report must match the hours on the invoice.
 - 3. Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted LBAM quarantine response and regulatory enforcement activities.
 - 4. Personnel on Invoice Must Match Work Plan (budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).
 - 5. Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the county and shall be made available upon request for audit purposes.
 - 6. Substantiation of Costs:** All personnel salary costs shall be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement shall be tracked separately from all other programs and

documentation shall be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify counties of new rates (current rate \$0.575) if the federal mileage rate changes during the term of the agreement.

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

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

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

State, Local and Indian Tribal Governments:

- 2 CFR 200, Uniform Administrative Requirements.
- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

7. Submission of Monthly Invoice:

By mail:

California Department of Food and Agriculture Or
Pest Exclusion Branch
Attn: Nicholas Leach
1220 N Street, Room 325
Sacramento, CA 95814

Via email:

Nicholas.Leach@cdfa.ca.gov

Questions regarding invoicing or reimbursement can be directed to Nicholas Leach (Nicholas.Leach@cdfa.ca.gov) or by calling (916) 654-0312.

Light Brown Apple Moth Regulatory Guidelines and Work Plan Instructions

Complete LBAM regulatory “*Work Plan*” by using the guidelines below.

QUARANTINE ENFORCEMENT ACTIVITIES:

1. **Nurseries: production nurseries, cut flowers coolers, wholesale florists, garlands, wreaths or greenery and cut Christmas trees. DOES NOT include retail nurseries or cut flower grower field inspections.**
 - a. Compliance Agreement Issuance
 - Reimbursable activities include: Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms into a spreadsheet to be submitted to CDFA.
 - The # of visits/year/facility is always 1.
 - The # of hours per visit includes commute time to nursery.
 - b. Initial Inspection/Sampling/Hold Notices
 - Reimbursable activities include: Initial inspection of facility, collecting and submitting samples, issuing hold notices and performing hold actions.
 - The # of visits/year/facility is always 1.
 - The # of hours per visit includes commute time to nursery.
 - Nursery inspection time shall not exceed a maximum of 30 minutes per acre.
 - c. Records & Regulatory Inspections/Sampling/Hold Notices
 - Reimbursable activities include: Regulatory inspections, records review, plant inspections, collecting and submitting samples, issuing hold notices and performing hold actions.
 - The # of visits/year/facility is 12 based on a 30-day inspection interval.
 - The # of hours per visit includes commute time to nursery.
 - Nursery inspection time shall not exceed a maximum of 30 minutes per acre.
 - d. Treatment/Re-inspection
 - Reimbursable activities include: Discussing treatment options, overseeing treatment or disposal at LBAM positive nurseries and re-inspecting treated material to determine freedom from LBAM.
 - The # of visits/year/facility should not be greater than 12, based on a 30-day regulatory inspection schedule, unless the “Repeat Positive Protocol” is applied.
 - The # of hours per visit includes commute time to nursery.
2. **Green Waste**
 - a. Compliance Agreement Issuance
 - Reimbursable activities include: Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and submitting a copy of compliance agreement forms to CDFA for data entry.
 - The # of visits/year/facility is always 1.
 - The # of hours per visit includes commute time to the green waste facility.
 - b. Quarterly Monitoring
 - Reimbursable activities include: Records review to ensure compliance.
 - The # of visits/year/facility is 4, based on a quarterly monitoring schedule.
 - The # of hours per visit includes commute time to the green waste facility.

Light Brown Apple Moth Regulatory Guidelines and Work Plan Instructions

3. Harvested Commodities

DOES NOT include exempted commodities.

a. Compliance Agreement Issuance

- Reimbursable activities include: Initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements and inputting compliance agreement forms a spreadsheet to be submitted to CDFA.
- The # of visits/year/facility is always 1.
- The # of hours per visit includes commute time to the grower/broker/shipper.

b. Inspection/Sampling/Hold Notices

- Reimbursable activities include: Initial, monthly or pre-shipment inspections, collecting and submitting samples, issuing hold notices and performing hold actions.
- County agricultural commissioners may determine the frequency of inspection based on commodity type.
- The # of visits/year/facility is 12, based on a 30-day inspection schedule, but may vary depending on frequency of inspection required for commodity type.
- The # of hours per visit includes commute time to the grower/broker/shipper

c. Treatment/Re-inspection

- Reimbursable activities include: Discussing treatment options, conducting or overseeing treatment at LBAM positive location and re-inspecting location to determine freedom from LBAM.
- The # of visits/year/facility will be based on past LBAM finds at coolers and growing sites.
- The # of hours per visit includes commute time to the grower/broker/shipper where the harvested commodity is stored or to the growing site to be treated.

d. Regulatory Trapping

- No regulatory trapping is required within the State Interior Quarantine (SIQ) boundaries (including areas under Quarantine by Statutory Authority).
- Reimbursable activities include: Regulatory trapping at the rate of 1 trap per square mile within LBAM regulated counties, in areas outside of SIQ boundaries.
- The # of visits/year/facility is 12, based on a 30-day servicing interval,
- The # of facilities requiring activities is each trap site.
- The # of hours per visit includes commute time to each trap site.

OTHER ACTIVITIES:

1. Conference Calls

- Reimbursable activities include: Personnel hours associated with attendance at and participation in conference calls regarding LBAM quarantine response and regulatory enforcement.

2. Meetings

- Reimbursable activities include: Personnel hours associated with attendance at and participation in meetings associated with LBAM quarantine response and regulatory enforcement.

3. Administrative Support

- Reimbursable activities include: Personnel hours associated with administrative activities such as data entry or invoicing for LBAM quarantine response and regulatory enforcement.

Light Brown Apple Moth Regulatory Guidelines and Work Plan Instructions

4. Reporting

- Reimbursable activities include: Personnel hours associated with entering data into the United States Department of Agriculture Integrated Plant Health Information Systems (IPHIS) database, completion of the "Monthly Activity Report," entering newly issued or updated compliance agreement information, regulatory trapping records, and any other data entry required. Use of official LBAM Program forms for reporting and inspections is required. Forms created by the County **will not** be accepted. Submission of County created forms will result in non-payment of invoice. Completed official LBAM Program forms must be submitted prior to invoicing. **Incomplete forms will be returned.**

PERSONNEL:

1. Personnel Costs

- Individual salaries, rather than weighted averages, must be used to determine the work plan dollar amount using the "Cost Per Hour Worksheet."
- The dollar figure entered on the Work Plan for *Personnel Costs* must match the *Total Cost* dollar figure on the "Cost Per Hour Worksheet."

2. Overhead (Indirect Costs)

- Overhead percentage for *Personnel Costs* (must not exceed 25% of *Personnel Costs*).

MISCELLANEOUS:

1. Supplies/Equipment:

- Enter cost for estimated annual regulatory LBAM supply and equipment costs which may include shipping supplies, sampling kit needs, etc.

2. Mileage:

- Enter the total expected mileage to conduct Quarantine Enforcement Activities. Mileage will automatically calculate at 57.5 cents per mile.

Work plans should be returned to Nick Leach, Nicholas.leach@cdfa.ca.gov, no later than close of business on August 31, 2015.



County: _____
 Date: _____

Quarantine Enforcement	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
Nurseries				
Compliance Agreement Issuance	0	0	0	0
Initial Inspection/Sampling/Hold Notices	0	0	0	0
Records & Regulatory Inspections/Sampling/Hold Notices	0	0	0	0
Treatment/Reinspection	0	0	0	0
Green Waste				
Compliance Agreement Issuance	0	0	0	0
Quarterly Monitoring	0	0	0	0
Harvested Commodities				
Compliance Agreement Issuance	0	0	0	0
Inspection/Sampling/Hold Notices	0	0	0	0
Treatment/Reinspection	0	0	0	0
Other Activities				
Conference Calls				0
Meetings				0
Administrative Support				0
Reporting				0
*TOTAL HOURS				
0				
Personnel				
**Personnel Costs:				
Overhead (Indirect Costs) -----	Enter county overhead percentage, do not to exceed 25%			25%
Total Personnel Costs (Personnel Costs + Overhead)				\$0.00
Miscellaneous				
Supplies				\$0.00
Equipment				\$0.00
Vehicle Mileage	Enter Estimated Miles:	0	Rate Per Mile:	\$0.575
Total Miscellaneous Costs				\$0.00
TOTAL COST:				\$0.00

The Cost Per Hour Worksheet must be submitted with the Workplan.
 *Total Hours must match the total "Estimated Hours to be Worked" on the Cost Per Hour Worksheet.
 **Personnel Costs must match the total "Total Cost" on the Cost Per Hour Worksheet.

APPENDIX A- MONTHLY INVOICE TEMPLATE

(County Letterhead)

California Department of Food and Agriculture
 Attn: Nicholas Leach
 1220 N Street, Room 325
 Sacramento, CA 95814

Light Brown Apple Moth Program, Regulatory
 Agreement #
 October 1, 2015 - September 30, 2016
 Invoice for Period from [Month, Date, Year]

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
Total Hours	<u>0.00</u>	Total Salaries	<u>0.00</u>	

Total Personnel Services	<u>0.00</u>
Indirect (up to 25% of Personnel Services)	<u>0.00</u>
Total Personnel Costs:	<u>0.00</u>

Operating Expenses

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

Vehicle Usage	Miles	Rate	
Vehicle Mileage =	0.00	0.575	0.00
Total Mileage Cost:			<u>0.00</u>

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

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

EXHIBIT B

PAYMENT PROVISIONS AND BUDGET

1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt and approval of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first, or unless an alternate deadline is agreed to by the CDFA Agreement Manager. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must 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.

6. Budget

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

Light Brown Apple Moth
Regulatory Work Plan
October 1, 2015 - September 30, 2016



County: San Mateo
Date: 08/27/15

Quarantine Enforcement	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
Nurseries				
Compliance Agreement Issuance	14	1	1.5	21
Initial Inspection/Sampling/Hold Notices	2	1	2	4
Records & Regulatory Inspections/Sampling/Hold Notices	33	12	3.25	1287
Treatment/Reinspection	10	5	2.5	125
Green Waste				
Compliance Agreement Issuance	4	1	2	8
Quarterly Monitoring	4	2	1.5	12
Harvested Commodities				
Compliance Agreement Issuance	2	1	1	2
Inspection/Sampling/Hold Notices	8	7	2.5	140
Treatment/Reinspection	2	3	2.5	15
Other Activities				
Conference Calls				15
Meetings				44
Administrative Support				55
Reporting				50
*TOTAL HOURS				1778
Personnel				
**Personnel Costs:				\$114,009.26
Overhead (Indirect Costs) --- Enter county overhead percentage, do not to exceed 25%			25%	\$28,502.32
Total Personnel Costs (Personnel Costs + Overhead)				\$142,511.58
Miscellaneous				
Supplies				\$600.00
Equipment				\$0.00
Vehicle Mileage		Enter Estimated Miles: 8400	Rate Per Mile:	\$4,830.00
Total Miscellaneous Costs				\$5,430.00
TOTAL COST:				\$147,941.58

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

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

**Personnel Costs must match the total "Total Cost" on the Cost Per Hour Worksheet.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment

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

3. Mutual Liability

Each party hereto agrees to be responsible and assume 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.

4. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

5. Contractors/Consultants

The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy or when the policy does not require competition the organization must conduct a competitive procurement process. The procedures must reflect applicable State and local laws and regulations and all contractors must have the proper licenses/certificates required in their respective disciplines. The Recipient agrees to be as fully responsible to the CDFA for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

A contract under this Agreement must be a written Agreement between the Recipient and the Contractor/Consultant, and must state the activities to be performed, the time schedule, the policies and requirements that apply to the Contractor/Consultant, the amount of the contract, and the requirements and restrictions to be used in determining allowable costs. The contract must not affect the Recipient's overall responsibilities for the management of the project, and the Recipient must reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement. If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise shall create any contractual relation between the CDFA and any Contractor/Consultant, and no contract shall relieve the Recipient of its responsibilities and obligations hereunder. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. The CDFA shall have no obligation to pay or to enforce the payment of any monies to any Contractor/Consultant.

6. Non-Discrimination Clause

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Governing Law

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

8. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

10. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. Termination for Cause

The CDFA may terminate this Agreement should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. However the Recipient will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations, subject to the requirements of 2 CFR 200.471, applicable to sponsored agreements.

12. Reporting Requirements

The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

13. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the United States Department of Agriculture logo or the CDFA logo.

14. Property Damage Claims Process

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Amendments

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. Plant Protection Act Memorandum of Understanding

The County 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 October 7, 2014. 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 D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

The Recipient must comply with civil rights 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 500899;
- 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, 1926.

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;
- 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 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

5. Lobbying Restrictions

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 7 CFR Part 3018.

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 3019; 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 Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient must further agree to 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 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

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 the Agency implementations; 2 CFR 200.112.

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. Seat Belt Use

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).