



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar
Agency Director

AGENDA ITEM NO. July 28, 2015

July 14, 2015

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE AGREEMENT NO. 15-0362-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR DETECTION, ERADICATION AND ENFORCEMENT OF THE SUDDEN OAK DEATH DISEASE QUARANTINE

RECOMMENDATION:

Approve Agreement No. 15-0362-SF between the Community Development Agency (CDA) and the State of California Department of Food and Agriculture (CDFA) to continue the detection, eradication and enforcement of the Sudden Oak Death Quarantine in Alameda County for the period 7/1/2015 through 6/30/2016, in the amount of \$61,842.53.

DISCUSSION/SUMMARY:

Sudden Oak Death is a fungal disease caused by the pathogen *Phytophthora ramorum*, known to cause extreme damage and death to native oak trees, pacific madrone trees, California bay trees, huckleberry and rhododendrons. Dead and dying trees create a public health and fire hazard, and destroy the native environment.

CDFA is providing funding for enforcement of Federal and State Quarantine regulations to prevent the spread of Sudden Oak Death, perform trace forward/trace back investigations when the pathogen is detected in nurseries, and perform eradication activities when infected host material is confirmed in nurseries.

CDA secured funding in 2014-2015 from CDFA for Sudden Oak Death. To continue the effort, CDFA is renewing the contract for fiscal year 2015-2016 to pay for all administrative and inspection activities. After approval of the work plan, the State issues the contract, which has now been received and is coming to your Board for formal execution.

224
West Winton Avenue
Room 110

Hayward
California
94544-1215

phone
510.670.5333
fax
510.670.6374

www.acgov.org/cda

Board of Supervisors
July 14, 2015
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FINANCING:

CDA's 2015-2016 Budget includes sufficient appropriations and offsetting revenues for this contract. All costs of the program will be recovered from the CDFA contract. There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel
Richard Conway, County Administrator's Office
U.B. Singh, CDA Finance Director
Scott T. Paulsen, CDA Deputy Director

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
15-0362-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 ALAMEDA

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$61,842.53
Sixty One Thousand Eight Hundred Forty Two Dollars and
Fifty Three 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: 8 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)

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By *[Signature]*
Print Name Heather Littlejohn
Deputy County Counsel

Name of Project: Phytophthora ramorum - Quarantine

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF ALAMEDA

BY (Authorized Signature) *[Signature]* DATE SIGNED (Do not type) 8/18/15

PRINTED NAME AND TITLE OF PERSON SIGNING
Scott Haggerty, President, Board of Supervisors

ADDRESS
224 W. Winton Avenue, Room 184, Hayward, CA 94544

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) *[Signature]* DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CR2015-84

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
15-0362-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 ALAMEDA

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$81,842.53
Sixty One Thousand Eight Hundred Forty Two Dollars and
Fifty Three 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: 8 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)

Approved as to Form
DONNA R. ZIEGLER, County Counsel

By Heather Littlejohn
Print Name Heather Littlejohn
Deputy County Counsel

Name of Project: Phytophthora ramorum - Quarantine

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF ALAMEDA

BY (Authorized Signature)
Scott Haggerty

DATE SIGNED (Do not type)
8/18/15

PRINTED NAME AND TITLE OF PERSON SIGNING
Scott Haggerty, President, Board of Supervisors

ADDRESS
224 W. Winton Avenue, Room 184, Hayward, CA 94544

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)
Crystal Myers

DATE SIGNED (Do not type)
8/26/15

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

C-2015-84

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: Regulatory enforcement activities in support of the state Oak Mortality Disease Control Regulation (CCR, Division 4, Chapter 4, Subchapter 6, Section 3700), the federal Phytophthora ramorum Regulation (7 Code of Federal Regulations, Section 301.92) and conducting emergency response activities as the result of detections of Phytophthora ramorum in nurseries.

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: Lindsay Rains	Name: Scott Paulsen
Section/Unit: PHPPS/PEST EXCLUSION	Section/Unit: COUNTY OF ALAMEDA
Address: 1220 N Street, Room 325	Address: 224 W. Winton Avenue, Room 184
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hayward, CA 94544
Phone: 916-654-0312	Phone: 510-670-5232
Email Address: lindsay.rains@cdfa.ca.gov	Email Address: scott.paulsen@acgov.org

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:	\$1,338,995.00
Federal Funding Source Agreement Number(s):	15-8506-0572-CA
Effective Date(s):	7/1/15 - 6/30/16

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
***Phytophthora ramorum* Program**
Quarantined Counties
July 1, 2015 - June 30, 2016

The County agrees to perform *Phytophthora ramorum* Program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Federal Domestic Quarantine 7 CFR 301.92
2. State Interior Quarantine CCR 3700
3. DA-2014-02 Federal Order *Phytophthora ramorum* (Host Nursery Modifications)

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.

Key actions to be conducted under this cooperative agreement include:

SECTION 1: PERSONNEL ACTIVITIES

- A. Quarantine Enforcement
- B. Eradication/Mitigation in Positive Nurseries
- C. Trace-Forward/Trace-Back Investigations
- D. Data Entry/Sample Submission

SECTION 2: NON-PERSONNEL

- A. Supplies/Equipment
- B. Vehicle/Mileage

SECTION 3: REPORTING/INVOICING

- A. Monthly Activity Report
- B. Invoicing Reimbursement

SECTION 1: PERSONNEL ACTIVITIES

A. Quarantine Enforcement

The County agrees to perform regulatory enforcement activities in support of the State Oak Mortality Disease Control regulation (California Code of Regulations, Division 4, Chapter 4, Subchapter 6, Section 3700) and the federal *Phytophthora ramorum* regulation (7 Code of Federal Regulations, Section 301.92 and associated federal orders).

Please see the following link for the most current federal regulations:

<http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/importexport?1dmy&urile=wcm%3apath%3a%2Faphis+content+library%2Fsa+our+focus%2Fsa+plant+health%2Fsa+domestic+pests+and+diseases%2Fsa+pests+and+diseases%2Fsa+plant+disease%2Fsa+ram%2Fct+phytophthora+ramorum+sudden+oak+death>

1. Federal Domestic Quarantine 7 CFR 301.92

For each county, reimbursable activities for work associated with the enforcement of Federal Domestic Quarantine 7 CFR 301.92 will include, as appropriate, the activities described below when the regulated articles (1-9) will be shipped interstate:

- i. Nurseries Containing Host and/or Associated Host Material:
 - Annual inspection of host and associated host plants including collection, processing and submission of at least 40 symptomatic or asymptomatic samples
 - Per-shipment or 30-day visual inspection of host and associated host plants and collection, processing and submission of symptomatic material
 - Issuance of compliance agreement and compliance monitoring
- ii. Nurseries Containing only Non-Host Material in Soil:
 - Annual inspection including collection, processing and submission of symptomatic material only
 - Per-shipment or 30-day visual inspection and collection, processing and submission of symptomatic material
 - Issuance of compliance agreement and compliance monitoring
- iii. Nurseries with Only Bare-root Non-Host Material:
 - Annual visual inspection and collection, processing and submission of symptomatic material only
 - Monitor compliance
- iv. Wood Products (Logs, Lumber, Firewood):
 - Perform inspections and issue certificates
 - Issuance of compliance agreement and compliance monitoring
- v. Wreathes, Garlands, and Greenery:
 - Perform inspections
 - Monitor treatment and issue certificates
 - Issuance of compliance agreement and compliance monitoring
- vi. Green Waste Origin Facility and Transporters
 - Issuance of compliance agreement and compliance monitoring of facility and transporters
- vii. Soil:
 - Perform inspections
 - Monitor treatment and issue certificates
 - Issuance of compliance agreement and compliance monitoring
- viii. Compost
 - Issuance of compliance agreement and compliance monitoring
- ix. Tree Farms:
 - Annual inspection of host and associated host plants including collection, processing and submission of at least 40 symptomatic or asymptomatic samples
 - Issuance of compliance agreement and compliance monitoring

2. **State Interior Quarantine CCR 3700**

For each county, reimbursable activities for work associated with the enforcement of State Interior Quarantine CCR 3700 will include, as appropriate, the activities described below when the regulated articles (1-6) will be shipped from the quarantine area and within California.

- i. Nurseries with Host or Associated Host Plants:
 - Annual inspection of host and associated host plants including collection, processing and submission of at least 40 symptomatic or asymptomatic samples
 - Per-shipment or 30-day visual inspection of host and associated host plants and collection, processing and submission of symptomatic material
 - Issuance of compliance agreement and compliance monitoring
- ii. Wood Products (Logs, Lumber, Firewood):
 - Perform inspections and issue certificates
 - Issuance of compliance agreement and compliance monitoring
- iii. Wreathes, Garland, and Greenery:
 - Perform inspections
 - Monitor treatment and issue certificates
 - Issuance of compliance agreement and compliance monitoring
- iv. Green Waste Origin Facility and Transporters:
 - Issuance of compliance agreement and compliance monitoring of facility and transporters
- v. Compost:
 - Issuance of compliance agreement and compliance monitoring
- vi. Trees Farms:
 - Annual inspection of host and associated host plants including collection, processing and submission of at least 40 symptomatic or non-symptomatic samples
 - Issuance of compliance agreement and compliance monitoring

3. **DA 2014-2 Federal Order *Phytophthora ramorum* (Host Nursery Modifications)**

Regulatory Enforcement at Previously Positive Nurseries:
(County must have a participating previously *P.ram* positive nursery)

As required, perform inspections at establishments previously positive for *Phytophthora ramorum* that ship regulated nursery stock interstate.

http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/downloads/pdf_files/Inspection_Sampling_Protocol.pdf

B. **Eradication/Mitigation**

All detections of *Phytophthora ramorum* in production/wholesale nurseries shipping from the quarantine area must be eradicated or the disease mitigated following the USDA Confirmed Nursery Protocol:

http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag.

Positive retail nurseries shipping from the quarantine area must be eradicated following the USDA Retail Confirmed Nursery Protocol:

http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag.

Eradication activities include issuing hold notices, destruction, delimitation/follow-up inspection and sampling, sanitation procedures, and trace-forward and trace-back record auditing.

C. Trace-Forward/Trace-Back Investigation

When *Phytophthora ramorum* is detected in a nursery, county agricultural commissioners will conduct Trace-Forward/Trace-Back investigations at locations in their county that have either supplied (trace-back) or received (trace-forward) plants from the positive nursery. Trace-back activities include inspection of source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities, such as issuing hold notices and submitting inspection results. Trace-forward procedures at *Phytophthora ramorum*-positive nurseries are outlined in the USDA Trace-Forward Protocol:

http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag

D. Data Entry/Sample Submission

The County is responsible for ensuring the following data set is accurately completed in a timely manner:

1. Pest and Damage Record (PDR)

County will send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The County will complete an electronic copy of CDFA's PDR on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmLogon2.asp>. A hard copy of the PDR must accompany the samples to the PPDC.

"SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

2. List of Regulated Establishments

County will provide updates to the lists of regulated establishments.

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies: In accordance with 2 CFR 200.94, supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *Phytophthora ramorum* Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges and organization tools.

Equipment: In accordance with 2 CFR 200.33, equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *Phytophthora ramorum* Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment and motor vehicles.

All records substantiating that the supplies and equipment are used for the *Phytophthora ramorum* 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 reimbursement rate (<http://www.irs.gov>) fluctuates during the agreement period, counties will submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

Counties must maintain a single vehicle log per vehicle, and all mileage should be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs may be maintained on a monthly basis.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

A. Monthly Activity Report

The county will utilize the online County Monthly Reporting system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly activity report for the *Phytophthora ramorum* Program. Monthly activity reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Lindsay Rains at Lindsay.Rains@cdfa.ca.gov or by calling (916) 654-0312.

B. Invoicing/Reimbursement

The county shall submit monthly an itemized invoice using the provided template (**Appendix A**), on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

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 the *Phytophthora ramorum* Program.

2. Monthly Activity Report Required for Reimbursement

Invoices will not be submitted for reimbursement until submission of the "Online Monthly Activity Report" for the invoicing period has been entered by the county and verified by CDFA (see section a. Monthly Activity Report above). Hours on the monthly activity report must match the personnel hours invoiced on corresponding monthly invoice.

3. Hourly Rate(s) on Invoices

Invoices should reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

4. Personnel on Invoice Must Match Work Plan

Invoices must reflect work performed by individuals or classifications listed on the work plan. Invoices containing charges for listed personnel or classifications will be accepted as long as the total charges in the Personnel Services line item do not exceed 10% of the Total Personnel Services amount in this Agreement's Budget.

5. Documentation

Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to CDFA, but must be retained by the county and shall be made available 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 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 citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards

7. Submission of Monthly Invoice

Send *Phytophthora ramorum* Program monthly invoices to:

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

Invoices may also be submitted via email to jennifer.debernardi@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Jennifer DeBernardi via email or by calling (916) 654-0312.

California Department of Food and Agriculture
 Plant Health and Pest Prevention Services
 Attn: Jennifer Debernardi
Phytophthora ramorum Program
 1220 N Street, Room 325
 Sacramento, CA 95814

***Phytophthora ramorum* Program in Quarantined Counties**
 Agreement #
 Budget Display FY 2015/2016
 Invoice for Period from 07/01/2015 to 06/30/2016

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total Hours	<u>0.00</u>	Total Salaries	<u>0.00</u>
		Total Personnel Services	<u>0.00</u>
		Indirect (up to 25% of Personnel Services)	<u>0.00</u>
		Total Personnel Services:	<u>0.00</u>

Operating Expenses

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

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

Total Personnel Services:	<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 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. 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.

Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
FY 2015/2016
July 1, 2015 through June 30, 2016

County: Alameda

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Ag & Stds Specialist I	\$29.80	\$18.31	\$48.11	20	\$962.2
Ag & Stds Specialist II	\$33.66	\$20.67	\$54.33	40	\$2,173.20
Ag & Stds Specialist III	\$51.33	\$28.38	\$79.71	358	\$28,536.18
Deputy Ag Commissioner/Sealer	\$57.92	\$34.51	\$92.43	188	\$17,376.84
			Total:	606	\$49,048.42

**Work Plan for the *Phytophthora ramorum* Program
Quarantined Counties
FY 2015/2016
July 1, 2015 through June 30, 2016**



County: Alameda

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Inspections of Regulated Material, Various Compliance/Treatment Monitoring, Trace Forward/Trace Back, Eradication Activities	Total Activity Hours:	606	\$49,048.42
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$12,262.11
Supplies	All supply/equipment costs exceeding \$5000.00 must be accompanied by an itemized list of items to be purchased.	Itemized Supply List Required (Y/N):	N	\$140
Vehicles	Mileage rate or current federal rate (http://www.irs.gov).	Estimated Miles:	681	\$392
		Rate Per Mile:	0.575	
TOTAL COST:				\$61,842.53

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.

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. 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.

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 parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all 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).