

GRANT AGREEMENT

AGREEMENT NUMBER

JD10-6954

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 :

TULARE COUNTY DEPARTMENT OF AGRICULTURE

2. The term of this Agreement is: July 1, 2010 through June 30, 2011

3. The maximum amount of this Agreement is: **\$ 983.86**

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

Exhibit A – SCOPE OF WORK	Page 2-4
Exhibit B -- TERMS AND CONDITIONS Budget Detail and Payment Provisions -- Attachment	Page 5-7
Exhibit C – GENERAL TERMS AND CONDITIONS	Page 8-10
Exhibit D – ADDITIONAL TERMS AND CONDITIONS	Page 11
Exhibit E – FEDERAL SPECIAL TERMS AND CONDITIONS	Page 12-13

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

RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

TULARE COUNTY DEPARTMENT OF AGRICULTURE

BY (Authorized Signature) :

—

DATE SIGNED : (Do not type)

(PRINTED NAME AND TITLE OF PERSON SIGNING) :

ADDRESS :

4437 S LASPINA STREET, TULARE, CA 93274

STATE OF CALIFORNIA

AGENCY NAME :

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

BY: (Authorized Signature)

DATE SIGNED : (Do not type)

(PRINTED NAME AND TITLE OF PERSON SIGNING) :

KATHY ALAMEDA, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS :

1220 N Street, Room 120, Sacramento, California 95814

EXHIBIT A
SCOPE OF WORK

1. CDFA hereby awards a grant to the Recipient for the project described herein:
Japanese Dodder Survey and Eradication
2. The grant managers for this Agreement are:

FOR CDFA, THE IPC CONTACT IS:	FOR RECIPIENT:
Name: Terrance Lorick	Name: RAFAEL GARCIA
Section/Unit: Integrated Pest Control	Address: 4437 S LASPINA STREET
Address: 1220 N Street, Room 341	City/Zip: TULARE / 93274
City/Zip: Sacramento, California 95814	Phone: (559) 684-3350
Phone: (916) 651-0573	Email Address: <u>ragarcia@co.tulare.co.us</u>
Email Address: <u>Tlorick@cdfa.ca.gov</u>	

3. Work shall be performed in accordance within the Scope of Work of this agreement.

Please Note: All correspondence and invoices must have the CDFA grant agreement number listed.

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
JAPANESE DODDER PROGRAM
TULARE COUNTY AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES

July 1, 2010 – June 30, 2011

Scope of Work

IN AGREEMENT, The Office of Tulare County Agricultural Commissioner Sealer of Weights and Measures, hereinafter refer to as The County & The Recipient throughout this agreement, will eradicate Japanese Dodder (JDOD) from one (1) identified site. (NOTE: This is the number of sites detected and treated minus the sites declared eradicated, since July 2006 and which have exhibited no re-growth during required post-treatment monitoring as reported by The County in April 2010.) Methods of eradication can be either by manually removing the JDOD and all infested plant materials or by treating the JDOD with an appropriate herbicide. All infested plants, host plants, and JDOD plant materials removed from site(s) will be transported to an approved landfill in a manner that prevents contamination of the environment during transport, or, if local ordinances allow, incinerating infested plant material. Infested plant material will not be composted. For detailed information, please review the CDFA Survey and Eradication Protocol for Japanese Dodder.

AGREEMENT TERMS begin July 1, 2010 and end June 30, 2011. The County's contact is Rafael Garcia and can be reached at 559-684-3350 or emailed at, ragarcia@co.tulare.co.us. Address is 4437 South Laspina St., Suite A, Tulare, CA 93274. The California Department of Food and Agriculture (CDFA) agrees to pay The County \$983.86 to complete this work. Budget display is attached.

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
JAPANESE DODDER PROGRAM
TULARE COUNTY AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES

MONTHLY INVOICING AND PAYMENT for services satisfactorily rendered is to be accompanied with the following requirements:

- (1) **Monthly Report:** Is due no later than fifteen (15) days after the end of the month.
- (2) **Weekly Report:** Must be submitted either electronically or via FAX to the Japanese Dodder Program Manager no later than noon each Thursday. This report is required when 200-meter delimitation and survey is required according to the JDOD Eradication Program Survey & Eradication Protocols. This report should include but is not limited to:
 - (a) Treatment activities (herbicide application, pruning, burning, etc.)
 - (b) Outreach & Education events to both electronic or print media and meetings to impacted stakeholders.
 - (c) Status of 200-meter delimitation survey.
- (3) **Survey Requirements:** 200-meter survey must be conducted within 14 days after a new Japanese Dodder infested site is detected and confirmed.
- (4) **Post-treatment Monitoring:** Must be conducted at a minimum, each June after the initial treatment, and according to established protocols.
- (5) **Eradication:** Must be declared by the local authority within the timeframes established in the Japanese Dodder Survey and Eradication Protocol, with consultation with the California Department of Food and Agriculture Japanese Dodder Program Manager.

Deviations to this AGREEMENT must receive prior approval from the Japanese Dodder Program Manager or designee.

EXHIBIT B

TERMS & CONDITIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Grant Agreement.
- B. Invoices shall be submitted not more frequently than monthly in arrears. Invoices shall be submitted to California Department of Food and Agriculture (CDFA), Integrated Pest Control (IPC) Program Contact within fifteen (15) days after the end of the month. Invoices shall be submitted on the Recipient's letterhead entitled INVOICE. In the event that there was no work conducted in a specific month, Recipient is required to notify in writing via letter, email, or fax, specifying that there was no work conducted during that month.
- C. A final invoice shall be submitted for payment no more than sixty (60) days following the expiration date of this Grant Agreement, unless an alternate deadline is agreed upon in writing by CDFA, IPC Program Contact. This should be clearly marked "FINAL INVOICE," thus indicating that all payment obligations of the State under this Grant Agreement have ceased and that no further payments are due or outstanding.
- D. The Recipient is hereby advised that ten percent (10%) of the Grant Agreement will be withheld until CDFA, IPC Program Contact is satisfied that all provisions of the Scope of Work have been fulfilled. Recipient will forfeit the 10% withholding if not all of the provisions of the Scope of Work have been met by the 60th day after the expiration of the Grant Agreement.
- E. All invoices are required to have an original authorized signature. All invoices must include, but not limited to, the CDFA Grant Agreement number, invoice period, invoice date, name of the project, as well as detailed line items submitted in triplicate, including the original, to the CDFA, IPC Program Contact address as specified in Exhibit A.
- F. Any travel and subsistence payments authorized under this Grant Agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, California Code of Regulations.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Grant Agreement and the Recipient shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer to amend the Grant Agreement to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Allowable Line Item Shifts

- A. Upon approval of the CDFA, IPC Program Contact, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit A, Scope of Work, so long as the annual Grant Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from CDFA, IPC Program Contact when a line item shifts amount is over ten percent (10%).
- C. The Recipient shall submit requests for line item shifts on the form provided by CDFA entitled "Line Item Shift Request."

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient must comply with all applicable State and Federal regulations including the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient must ensure they have an adequate accounting system in place and have sufficient internal controls to ensure expenditures are tracked and maintained.
- C. The Recipient must maintain adequate documentation for expenditures subject to this Grant Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Grant Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Grant Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- D. The Recipient must maintain and have available, upon request of the CDFA IPC contact, all financial records and documentation pertaining to this Grant Agreement. These records and documentation shall be kept for three (3) years after completion of the grant period or until final resolution of any performance/compliance review concerns or litigation claims related to the federally awarded grant letter.

Item Description			
Permanent Employee			
Salaries		Hours	Salary
Agricultural & standards Insp. IV		1.00	\$26.70
Agricultural & standards Insp. III		7.00	\$25.42
Agricultural & standards Insp. I		13.00	\$17.10
Agricultural & standards Staff Biologist		1.00	\$26.20
			Subtotal
	Staff Benefits @	33.50%	
Total Permanent Salaries & Benefits			
Operating Expenses and Equipment			
Field Supplies: Plastic Tarps		1	@ \$14.18
Vehicle Mileage (Treatment/Survey)		427	@ \$0.500
Herbicide Usage.			
			Subtotal
Total Salaries and Benefits			
Operating Expenses			
Indirect costs @ 25% of total personnel costs			

26

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties and returned to CDFA IPC Program Contact. The Recipient may not commence performance until such signatures have been obtained.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA.

3. Indemnification

Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. Disputes

Recipient shall continue with the responsibilities under this Agreement during any dispute.

5. Termination for Cause

The State 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 recipients will have fifteen (15) days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) days of receipt of notice, the State shall reimburse Recipient for all costs incurred up to the date of termination, including all uncancellable obligations.

6. Independent Recipient/Contractor

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

7. Recycling Certification

The Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

8. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Recipients and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient shall abide by its policy that labor organization which have a collective bargaining or other Agreement with the Recipient and its contractors shall have a written notice of the Recipient's and Contractor's obligations under the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the California Code of Regulations (Title 2, Section 7285 et seq.) incorporated into this Agreement by reference.

Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. Timeliness

Time is of the essence in this Agreement.

10. Compensation

The consideration to be paid Recipient, as provided herein, shall be in compensation for all of Recipient's expenses incurred in the performance hereof, including travel, per-diem, and taxes, unless otherwise expressly so provided.

11. Governing Law

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

12. 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 shall not be affected thereby.

13. 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 State 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 Grant Agreement. California may pay any applicable sales and use tax imposed by another state.

14. Settlement of Disputes

In the event of a dispute, the Recipient shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Program Manager, Recipient and the Federal Funds Management Office Manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Grant Agreement shall prevail.

15. Potential Contractors

If the Recipient contracts for a portion of the work required by this Grant Agreement, nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any contractors, and no contract shall relieve the Recipient of their responsibilities and obligations hereunder. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

16. Right to Terminate

CDFA reserves the right to terminate this Grant Agreement subject to thirty (30) days written notice to the Recipient. The recipient may submit a written request to terminate this agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT D**ADDITIONAL PROVISIONS****1. Reporting Requirements**

The Recipient must submit reports and updates specified in Exhibit A, Scope of Work.

2. Work Plan Changes

Should either party, during the period of this Grant Agreement, desire a change to Exhibit A, Scope of Work, the changes shall be proposed in writing to the other party via letter, fax or email. The other party will respond in writing via letter, fax or email as to whether the proposed changes are accepted. At its discretion, the U.S Department of Agriculture may also choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Grant Agreement.

3. Performance/ Compliance Reviews

- A. The Recipient agrees to allow a review of their records and documents pertaining to performance/compliance of this Grant Agreement.
- B. The Recipient agrees to allow the reviewer access to records during normal business hours and to allow interviews of any employees who may reasonably have information related to the records
- C. The Recipient agrees to prepare a corrective action plan in response to performance/ compliance concerns submitted in writing to the Recipient.

4. Copyrights, Trademarks and Project Results

- A. The Recipient agrees that CDFA and the U.S Department of Agriculture (USDA) shall have the right to use any copyrighted material or trademarks developed under this Grant Agreement without royalty and may do so in cooperation with other public agencies
- B. The Recipient agrees that the results of this project may be published by USDA, CDFA, or by appropriate contractors or cooperators as mutually agreed.

5. News Releases/ Public Conferences

The Recipient agrees to notify CDFA's Public Affairs Office in writing via fax at (916) 657-4240 or by email at cdfapublicaffairs@cdfa.ca.gov at least two working days before any news releases or public conferences initiated by the Recipient or its sub-contractors in regards to the project described in Exhibit A Scope of Work and any project results.

EXHIBIT E**FEDERAL SPECIAL TERMS AND CONDITIONS****1. Davis-Bacon Act**

The Recipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

2. National Environmental Policy Act of 1969

The Recipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (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 U.S.C. §§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 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

3. Single Audit Act Amendments of 1996

The Recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Drug-Free Environment

The Recipient will make a good-faith effort to provide and maintain a drug-free environment by prohibiting illicit drugs in the workplace, providing employees with drug-free policy statements (including penalties for noncompliance), and establishing necessary awareness programs to keep employees informed about the availability of counseling, rehabilitation, and related services (§5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose).

5. Use of Federal Funds for Lobbying

The Recipient has not used and will not use Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award or modification of any contract, grant, cooperative agreement, or loan; will disclose the name, address, payment details, and purpose of any agreements with lobbyists for whom it or its contractors or grantees have paid or will pay with profits or non-appropriated funds on or after December 23, 1989, for any award action in excess of \$100,000 (or \$150,000 for loans); will file quarterly updates about the use of lobbyists if material changes occur; and will require its nonexempt contractors or grantees to certify and disclose accordingly [§319, Pub. L. No. 101-121 (31 U.S.C. 1352), as implemented by 7 CFR Part 3018].

6. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; have not been convicted or indicted under criminal or civil statutes or had one or more public transactions terminated for cause or default within the past three years; will provide immediate written notice to the CDFA Federal Funds Management Office if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this grant award to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

7. All Other Federal Laws

The Recipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.