

COOPERATIVE AGREEMENT  
SIGNATURE PAGE

|                  |
|------------------|
| AGREEMENT NUMBER |
| 11-0064-SA       |

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME  
**COUNTY OF TULARE**

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. The maximum amount of this Agreement is: **\$183,439.71**  
One Hundred Eighty Three Thousand Four Hundred Thirty Nine Dollars and Seventy One 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: 3 Page(s)  
• Recipient and Project Information  
• Scope of Work

Exhibit B: 2 Page(s)  
• Budget & Payment Provisions  
• Budget

Exhibit C – General Terms and Conditions 2 Page(s)

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

RECIPIENT

RECIPIENT'S NAME (County's Name)  
COUNTY OF TULARE

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

APPROVED AS TO FORM:  
COUNTY COUNSEL

By *[Signature]*  
Deputy 2011663

STATE OF CALIFORNIA

AGENCY NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

*[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, CA 95814

## EXHIBIT A

## RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

The county will provide inspection services for the purpose of regulating maturity of all Navel and Valencia oranges and in the case of freeze damage will perform inspections of oranges, lemons and mandarins.

2. The Managers for this Agreement are:

| FOR CDFA:       |                           | FOR RECIPIENT:  |                          |
|-----------------|---------------------------|-----------------|--------------------------|
| Name:           | Kiley Mason               | Name:           | Marilyn Kinoshita        |
| Section/Unit:   | Inspection Services/I & C | Section/Unit:   | County of Tulare         |
| Address:        | 560 J Street, Suite 220   | Address:        | 4437 S. Laspina Street   |
| City/State/Zip: | Sacramento, CA 95814      | City/State/Zip: | Tulare, CA 93274         |
| Phone:          | 916-445-2180 ext: 3456    | Phone:          | 559-684-3350             |
| Email Address:  | kmason@cdfa.ca.gov        | Email Address:  | mkinoshi@co.tulare.ca.us |

3. For a detailed description of work to be performed and duties, see Scope of Work.

## SCOPE OF WORK

The County of Tulare agrees to provide inspection services for the purpose of:

- Regulating maturity of all Navel and Valencia oranges
- Freeze damage inspection of oranges, lemons, and mandarins

These services are in addition to the normal inspection activities being performed by the County. The services to be invoiced to this contract will commence no earlier than July 1, 2011.

The inspections shall be performed as provided in the Food and Agricultural Code, Division 17, Chapter 11; The California Code of Regulations, Title 3, Subchapter 4; and any State policies and procedures.

The County shall perform inspection services at a cost not to exceed \$183,439.71 for services rendered, as described below. Inspection hours and workdays should vary if appropriate and practical. The County shall provide necessary inspection supplies and equipment, except forms and supplies routinely supplied by the state.

In the event, the State of California experiences weather conditions directly affecting the quality of oranges produced within the State, the Department of Food and Agriculture may declare a freeze on a county-by-county basis. The County will be allowed to exceed the above contracted amount upon approval by the Secretary of the Department of Food and Agriculture and the California Citrus Advisory Committee. However, in accordance with the California Food and Agricultural Code, Section 48002, Subsection b (1), the authorized expenditures shall not exceed the combined total of reserve moneys and revenue received in that fiscal year.

“Services rendered by the County”, means hours of enforcement work, mileage, and travel time incurred. “Services rendered by the county” does not include normal travel time or mileage to and from home.

The County shall invoice the State for services rendered on the “Monthly Activity Report Invoice” (Form #51-040) and the “Navel Orange Packinghouse Maturity Form” no later than the 15<sup>th</sup> day of each month following the month the inspection is accomplished.

The invoice shall include at least the following:

- Number of Premises Inspected
- Number of Lots Inspected and Rejected
- Number of Containers Inspected and Rejected
- Number of Non-Compliances Issued For Maturity and Freeze
- Number of Maturity Tests Performed
- Number of Tests Below Minimum Soluble Solids
- Number of Disposal Orders Issued

- Total Inspection Hours
- Total Cost to Include Personnel, Mileage and Overhead.

The "Packinghouse Maturity Form" shall include:

- All Packinghouse Names
- Number of Tests Performed at Each Facility.

The State shall provide coordination, supervision, and training of inspection procedures to the Counties.

The State shall submit contracted amounts requested by the counties to the California Citrus Advisory Committee for approval. The State shall also submit invoices to the California Citrus Advisory Committee for review and approval, prior to payment.

The State shall make payments to the Counties, annually, no later than May 1<sup>st</sup>.

The State shall monitor and conduct independent random post inspections of Navel and Valencia oranges. The Counties will be given advance notice and findings of the State Inspections.

The State shall evaluate the Citrus Inspection Program effectiveness.

**EXHIBIT B****BUDGET AND PAYMENT PROVISIONS****1. Invoicing and Payment**

- A. For assistance 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 in the Scope of Work and Budget.
- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State 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 by the State Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, 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**

- A. Upon approval of the CDFA Agreement Manager, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit B, Budget, so long as the annual Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from the CDFA Agreement Manager when a line item shift amount is over ten percent (10%).

**5. Allowable Expenses/Fiscal Documentation**

- A. The Recipient will comply with all applicable State regulations.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are non-existent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. 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" U.S.C. Title 49 § 40118, government-financed air transportation.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**6. Budget**

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

**Fiscal Display**

All inspection work performed by permanent staff is at the classification level of at least a Biologist. All inspection work performed by seasonal staff is at the classification level of at least a Seasonal Agricultural Inspector. All Supervision is performed at the level of a Deputy Agricultural Commissioner. All hourly rates to include benefits.

«Special»

|                        |              |   |                 |                      |
|------------------------|--------------|---|-----------------|----------------------|
| <u>25</u> Biologist(s) | Hours        |   | Rate            | Total                |
| Regular                | <u>2,765</u> | @ | \$ <u>46.00</u> | \$ <u>127,190.00</u> |
| Overtime               | <u>700</u>   | @ | \$ <u>69.00</u> | \$ <u>48,300.00</u>  |

|                   |       |   |          |          |
|-------------------|-------|---|----------|----------|
| _____ Seasonal(s) | Hours |   | Rate     | Total    |
| Regular           | _____ | @ | \$ _____ | \$ _____ |
| Overtime          | _____ | @ | \$ _____ | \$ _____ |

|                              |       |   |          |          |
|------------------------------|-------|---|----------|----------|
| Supervision (if applicable): | Hours |   | Rate     | Total    |
|                              | _____ | @ | \$ _____ | \$ _____ |

Total Personal Services \$ 175,490.00

Transportation:

Rental Rate:

Total Rate \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Per Mile

Mileage:

Total Miles 15,742 @ \$ .505 = \$ 7,949.71  
(Not to Exceed .51)

Other (if applicable including description): \$ \_\_\_\_\_

Equipment & Supplies (if applicable including description): \$ \_\_\_\_\_

Overhead (if applicable): Total \$ \_\_\_\_\_

**Grand Total \$ 183,439.71**

Fluctuations within the budget may occur to meet unforeseen operational needs. However, should this occur, the total contract dollar amount will not change. Should this occur invoices would identify where movement occurred with the "to" and "from" areas. Should you need to increase the total amount of the contract an amended contract will be submitted.

## 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 commence performance until such approval has been obtained.
2. **Assignment**  
This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.
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 will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.
5. **Potential Contractors**  
If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State 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'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 will have no obligation to pay or to enforce the payment of any moneys to any contractor.
6. **Independent Recipient/Contractor**  
Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.
7. **Recycling Certification**  
The Recipient will 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 will specify that the cartridges so comply (Pub. Contract Code §12205).
8. **Non-Discrimination Clause**  
During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.  
  
Recipients and contractors will insure 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 (Gov. Code §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.

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

**9. Governing Law**

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

**10. 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.

**11. Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The 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 Agreement. California may pay any applicable sales and use tax imposed by another State.

**12. Right to Terminate**

CDFA reserves the right to terminate this 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.

**13. Termination for Cause**

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

**14. Reporting Requirements**

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

**15. 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, or other type of promotional material.

**16. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.