

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>13-0251-SA</b>

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: December 1, 2013 through March 31, 2014

3. The maximum amount of this Agreement is: \$1,474.00  
One Thousand Four Hundred Seventy Four Dollars and Zero 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: 2 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)

Name of Project: Pink Bollworm Cotton Plowdown & Monitoring

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)

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  
**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:

Pink Bollworm Cotton Plowdown and Host Free Period Monitoring Program.

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Patrick Akers Chung Lui	Name:	Marilyn Kinoshita
Section/Unit:	PHPPS/Integrated Pest Control	Section/Unit:	COUNTY OF TULARE
Address:	3294 Meadowview Road	Address:	4437 S. Laspina Street
City/State/Zip:	Sacramento, CA 95832	City/State/Zip:	Tulare, CA 93274
Phone:	916-262-1369 916-262-1371	Phone:	559-684-3350
Email Address:	patrick.akers@cdfa.ca.gov chung.lui@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.

} Marilyn Kinoshita, Ag. Commissioner  
} 4437 S. Laspina Street  
} Tulare, CA 93274  
} (559) 684-3350

**Scope of Work**  
**Tulare County Agricultural Commissioner**  
**Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program**  
**Fiscal Year 13/14 Grant Term: 12/01/13 through 03/31/14**

**AGENCY RESPONSIBILITY**

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

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 2, 3, and 4, San Joaquin Valley (SJV) or the County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.**
- B. Provide the cotton acreage figures as the basis for the established \$0.09 per acre funding level for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.**
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.**
- D. Provide a list of current year and prior year PBW native find sites by county, township-range and section to the CAC.**
- E. In the SJV, monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.**
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Patrick Akers, Program Supervisor, CDFA, 3294 Meadowview Road, Sacramento CA 95832, Phn # (916) 262-1369, FAX (916) 262-2020.**

**Section 2. The County Agricultural Commissioner will:**

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

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

## EXHIBIT B

### BUDGET 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 this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices must include the Agreement Number, dates-of-service, type of work performed, 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.

- 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 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 must 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 nonexistent 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 / BUDGET SHEET

TULARE  
COUNTY AGRICULTURAL COMMISSIONER

Pink Bollworm Program  
Cotton Plowdown & Host-free Monitoring

Fiscal Year 2013/2014  
Grant Term:  
December 1, 2013 through March 31, 2014

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<u>Cotton Acreage</u>	<u>Cost Per Acre</u>	<u>* Amount</u>
16,380	\$0.09	\$ 1474.00

\*Amount Rounded

## 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 work 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 CDFA, in the form of a form of writing.

**3. Indemnification**

The 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**

The 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**

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, the organization must conduct a competitive bid process. All contractors must have the proper licenses/certificates required in their respective disciplines.

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**

The 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. 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.

The 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.

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

**8. Governing Law**

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

**9. 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.

**10. 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.

**11. 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

**12. 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.

**13. Reporting Requirements**

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

**14. 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.

**15. 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.