

File No. 111195

Committee Item No. _____
Board Item No. 22

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date November 8, 2011

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Andrea Ausberry **Date** November 3, 2011
Completed by: _____ **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

1 [Accept and Expend Grant - Sudden Oak Death - \$569]

2
3 **Resolution authorizing the Department of Public Health to retroactively accept and**
4 **expend a grant in the amount of \$569 from the California Department of Food and**
5 **Agriculture to fund the program entitled "Sudden Oak Death" for the period of July 1,**
6 **2011, through June 30, 2012.**

7
8 WHEREAS, The California Department of Food and Agriculture (CDFA) awarded DPH
9 funding for the Sudden Oak Death Project in the amount of \$569, for the period of July 1,
10 2011 through June 30, 2012; and,

11 WHEREAS, The purpose of this project will allow DPH to contain the spread of Sudden
12 Oak Death; and,

13 WHEREAS, As a condition of receiving the grant funds, CDFA requires the City to
14 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
15 Board of Supervisors in File No.111195; which is hereby declared to be a part of this
16 resolution as if set forth fully herein; and,

17 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
18 for four existing positions, one Agricultural Inspector (Job Class #3450) at .002 FTE, one
19 Agricultural Inspector (Job Class #3450) at .002 FTE, one Manager I (Job Class #0922) at
20 .0005 FTE, and one Public Service Trainee (Job Class #9910) at .001 FTE, for the period of
21 July 1, 2011 through June 30, 2012; and,

22 WHEREAS, A request for retroactive approval is being sought because DPH did not
23 receive notification of the agreement until August 4, 2011 for a project start date of July 1,
24 2011; and,

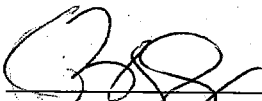
1 WHEREAS, The grant budget includes a provision for indirect costs in the amount of
2 \$113; and, now, therefore, be it

3 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
4 in the amount of \$569 from the CDFA; and, be it

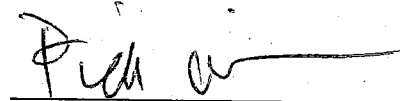
5 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the
6 grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it


7 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
8 agreement on behalf of the City.
9
10
11

12 RECOMMENDED:

13 
14 _____
15 Barbara A. Garcia, MPA
16 Director of Health

APPROVED:

17 
18 _____
19 Office of the Mayor

20 
21 _____
22 Office of the Controller
23
24
25



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Barbara A. Garcia, MPA
Director of Health

DATE: October 11, 2011

SUBJECT: Grant Accept and Expend

GRANT TITLE: Sudden Oak Death - \$569

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for Community Programs, 1380 Howard St.

Certified copy required Yes

No

File Number: 111195
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Sudden Oak Death Agreement #11-0353-SF**
2. Department: **Department Of Public Health- Environmental Health
1390 Market Street, Suite #210
San Francisco, Ca 94102**
3. Contact Person: **Miguel Monroy** Telephone: **(415) 252-3939**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$569.00**
- 6a. Matching Funds Required: **\$0**
- b. Source(s) of matching funds (if applicable): **N/A**
- 7a. Grant Source Agency: **California Department of Food and Agriculture (CDFA)**
- b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary:

Sudden Oak Death- The purpose of the program is to contain the spread of Sudden Oak Death (SOD). SOD is a serious plant disease that attacks many types of plants and trees common to the Pacific Northwest. In 14 coastal California counties including San Francisco County, outbreaks of SOD have killed thousands of native oak and tanoak trees. Under the SOD contract, inspectors will perform both state quarantine enforcement activities, along with additional non-mandatory activities, including inspections at plant nurseries and inspections of green waste.
9. Grant Project Schedule, as allowed in approval documents; or as proposed:
Start-Date: **July 1, 2011** End-Date: **June 30, 2012**
- 10a. Amount budgeted for contractual services: **N/A**
- b. Will contractual services be put out to bid? **N/A**

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **N/A**

d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? **\$113.00**

b2. How was the amount calculated?

For SOD Enforcement Activities, the indirect cost figure was calculated by multiplying the indirect cost rate (25%) by the total personnel services cost. The indirect cost rate is allowed by the CDFA.

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

12. Any other significant grant requirements or comments:

DPH respectfully requests for approval to accept and expend these funds retroactive to July 1, 2010. The Department received the subcontract agreement on August 4, 2011.

GRANT CODE (Please include Grant Code and Detail in FAMIS): **HCHPBINSPECT – 48999**

****Disability Access Checklist****

13. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:


Comments:

Departmental or Mayor's Office of Disability Reviewer: _____


Jason Hashimoto

Date Reviewed: 10/12/11

Department Approval: _____


Barbara A. Garcia, MPA
(Signature)

Director of Public Health

San Francisco Department of Public Health
 Environmental Health Section (EHS)
Budget for Fiscal Year 2011-2012

Budget Date 10/06/11

A. Personnel				
Position	Hours	Estimated Rate	FTE	Budget
Agricultural Inspector I	4	\$41.00*	0.002	\$164.00
Agricultural Inspector I	4	\$41.00*	0.002	\$164.00
Manager I	1	\$41.00*	0.0005	\$41.00
Public Service Trainee	2	\$41.00*	0.001	\$82.00
Total Personnel	11		0.006	\$451.00
B. Indirect Costs				\$113.00
C. Vehicles				\$5.00
Total Cost				\$569.00

*Weighted Average Cost Per Hour.

A. Personnel \$451.00

Agricultural Inspector I - 3450 0.002 FTE \$164.00

The Agricultural Inspector will perform regulatory Quarantine Enforcement activities; perform Eradication Activities, and Trace-Forward/Trace-Back investigations; in order to implement Federal Domestic Quarantine 7 CFR 301.92 and State Interior Quarantine 3700. The Agricultural Inspector is budgeted at 0.002 Full-Time Equivalency (FTE) for 12 months in the 2011-2012 Fiscal Year.

Agricultural Inspector I - 3450 0.002 FTE \$164.00

The Agricultural Inspector will perform regulatory Quarantine Enforcement activities; perform Eradication Activities, and Trace-Forward/Trace-Back investigations; in order to implement Federal Domestic Quarantine 7 CFR 301.92 and State Interior Quarantine 3700. The Agricultural Inspector is budgeted at 0.002 Full-Time Equivalency (FTE) for 12 months in the 2011-2012 Fiscal Year.

Manager I - 0922 0.0005 FTE \$41.00

The Manager I is responsible for supervising the overall implementation of contract activities and the supervision of staff. The Manager I is budgeted at 0.0005 Full-Time Equivalency (FTE) for 12 months in the 2011-2012 Fiscal Year.

Public Service Trainee - 9910 0.001 FTE \$82.00

The Public Service Trainee will submit monthly reports utilizing the on-line County *P. ramorum* Monthly Report system. The Public Service Trainee will submit monthly an itemized invoice to the CDFA Contract Manager. The Public Service Trainee is budgeted at 0.001 Full-Time Equivalency (FTE) for 12 months in the 2011-2012 Fiscal Year.

B. Indirect Costs \$113.00

The San Francisco Department of Public Health will budget at 25.00% of personnel costs over the 12-month period of the agreement. The Indirect Costs are not to exceed 25% of the total personnel costs per the agreement.

C. Vehicles \$5.00

The Agricultural Inspectors will have access to 2 City & County of San Francisco Vehicles. The estimated mileage to complete the assigned duties will be a total of 9 miles. Each mile will be reimbursed at a \$0.555 rate per mile.

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
11-0353-SF

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 SAN FRANCISCO

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

3. The maximum amount of this Agreement is: \$569.00
Five Hundred Sixty-nine 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: 7 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)
- Exhibit D – Federal Terms and Conditions 3 Page(s)

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

RECIPIENT

RECIPIENT'S NAME (County's Name)
COUNTY OF SAN FRANCISCO

BY (Authorized Signature)

DATE SIGNED (Do not type)

9/19/2011

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1390 Market Street, Suite 822, San Francisco, CA 94102

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
KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

MA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

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

County will assist with regulatory enforcement and emergency response activities in support of the State's *Phytophthora ramorum* Control Program.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Steve Koehler	Name:	Miguel Monroy
Section/Unit:	Pest Exclusion Interior Program	Section/Unit:	COUNTY OF SAN FRANCISCO
Address:	1220 N Street, Room 325	Address:	1390 Market Street, Suite 822
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Francisco, CA 94102
Phone:	916-654-0312	Phone:	415-252-3830
Email Address:	steve.koehler@cdfa.ca.gov	Email Address:	miguel.monroy@sfdph.org

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

4. The Grant Agreement with the Federal Government supporting this Agreement is 11-0156-FR. The Catalogue of Federal Domestic Assistance Number is 10-025.

Scope of Work

***Phytophthora ramorum* Contract for Quarantined Counties July 1, 2011-June 30, 2012**

Contractor agrees to provide the services described herein:

The County agrees to perform the listed activities in order to:

- Implement Federal Domestic Quarantine 7 CFR 301.92 and State Interior Quarantine 3700
- Conduct emergency response activities as a result of detections of *Phytophthora ramorum* in nurseries

For each county, the scope of work will include, as appropriate, the activities described below:

1. Quarantine Enforcement
2. Eradication
3. Trace-Forward/Trace-Back Investigation
4. Other (communication, administrative support)

1) Quarantine Enforcement

The Contractor 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).

For each county, the scope of work associated with the enforcement of the state and federal regulations will include, as appropriate, the activities described below:

A. Federal Quarantine Enforcement

1. Interstate Shipping Nurseries Containing Host and/or Associated Host Material (Exhibit B of the Cooperative *Phytophthora ramorum* Quarantine Project Compliance Agreement)
(<http://phpps.cdfa.ca.gov/Pe/SOD/ComplianceAgreements/ExhibitB.pdf>)

- A. Annual inspection of host and associated host plants including mandatory testing of at least 40 symptomatic or non-symptomatic samples
- B. Per-shipment or 30-day visual inspection of host and associated host plants and testing of symptomatic material
- C. Monitor compliance with soil regulation
- D. Trace-forward/trace-back investigations

E. Eradication activities

2. Interstate Shipping Nurseries with Non-Host Material in Soil (**Exhibit J** of the Cooperative *Phytophthora ramorum* Quarantine Project Compliance Agreement) (<http://phpps.cdfa.ca.gov/Pe/SOD/ComplianceAgreements/ExhibitJ.pdf>)
 - A. Annual inspection of host and associated hosts, if applicable
 - B. Monitor compliance with soil regulation
3. Interstate Shipping Nurseries with Only Non-Host Material
 - A. Annual visual inspection for *P. ramorum* symptoms
4. Wood Products (Logs, Lumber, Firewood)
 - A. Perform inspections and issue certificates upon request
 - B. Monitor compliance of regulated entities under compliance agreement
5. Soil
 - A. Perform inspections and issue certificates upon request
 - B. Monitor compliance of regulated entities under compliance agreement
6. Wreathes, Garlands, and Greenery
 - A. Monitor treatment and issue certificate
 - B. Monitor compliance of regulated entities under compliance agreement
7. Christmas Trees
 - A. Annual inspection of host and associated host plants including mandatory testing of at least 40 symptomatic or non-symptomatic samples
 - B. Per-shipment or 30-day inspection of host and associated host plants and testing of symptomatic material

C. State Quarantine Enforcement Activities

1. Nurseries Shipping Exclusively within the Quarantine Area
 - A. Annual visual inspection of host and associated host plants
 - B. Monitor compliance of infested nurseries under departmental permit if applicable
2. Intrastate Shipping Nurseries with Host or Associated Host Plants (**Exhibit A** of the Cooperative *Phytophthora ramorum* Quarantine Project Compliance Agreement) (<http://phpps.cdfa.ca.gov/Pe/SOD/ComplianceAgreements/ExhibitA.pdf>)
 - A. Annual inspection of host and associated host plants including mandatory testing of at least 40 symptomatic samples
 - B. Per-shipment or 30-day inspection of host and associated host plants and testing of symptomatic material
 - C. Annual visual inspection of non-host plants

3. Wood Products
 - A. Monitor compliance
4. Wreathes, Garland, and Greenery
 - B. Monitor treatment option outlined in the federal regulation or monitor compliance with transshipping compliance agreement
5. Green Waste Origin Facility and Transporters
 - A. Monitor compliance of facility and transporters
6. Compost
 - A. Monitor compliance with treatment protocol
7. Christmas Trees
 - A. Annual inspection of host plants and testing of at least 40 symptomatic samples
8. Administrative Support

2) Eradication

All detections of *P. ramorum* in interstate-shipping production/wholesale nurseries in quarantined counties must be eradicated following the procedures outlined in the USDA Confirmed Nursery Protocol (http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag). Eradication activities include destruction, delimitation, and sanitation procedures, and trace-forward and trace-back record auditing.

3) Trace-Forward/Trace-Back Investigation

Whenever *P. ramorum* is detected in a nursery, county agricultural commissioners will be supplied with trace-back records in an effort to determine the source of the infection. 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 to Sacramento Pest Exclusion. Trace-forward procedures at *P. ramorum*-positive nurseries are outlined in Pest Exclusion Advisories 07-2008 and the USDA Trace Forward Protocol (http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/protocols.shtml#diag).

4) Reporting

The county will utilize the on-line County *P. ramorum* Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly report. Monthly 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 Erin Lovig at Erin.Lovig@cdfa.ca.gov or by calling (916) 654-0312.

5) Invoicing/Reimbursement

The county shall submit monthly an itemized invoice, on county letterhead (Appendix A). All invoices shall be submitted to the CDFA Contract Manager. Receipts for purchases do not need to be submitted to CDFA, but must be retained by the county for audit purposes. Send itemized invoices to:

California Department of Food and Agriculture
Attn: Steve Koehler
Pest Exclusion Branch
P. ramorum Program
1220 N Street, Room 325
Sacramento, CA 95814

Counties may also send the invoices via email to Steve.Koehler@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Steve Koehler via email or by calling (916) 654-0312.

**Scope of Work for *Phytophthora ramorum*
In Quarantined Counties
July 1, 2011-June 30, 2012**

Appendix A

Monthly Invoice Sample

(County Letterhead)

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Attn: Steve Koehler
P. ramorum Program
1220 N Street, Room 325
Sacramento, CA 95814

SOD Statewide Emergency Response in Quarantined Counties
Contract #
Budget Display FY 2011/2012
Invoice for Period from 00/00/00 to 00/00/00

Personnel Services

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

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

Operating Expenses

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

Vehicle Usage	Miles	Rate	
Vehicle Mileage =	0.00	0.000	<u>0.00</u>
0.51 cents - County owned or personal vehicles			Total Mileage Cost: <u>0.00</u>

Total Operating Expenses	<u>0.00</u>
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Grand Total:	<u>0.00</u>
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Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

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 shall 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 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 and Federal regulations including, but not limited to, 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 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.

**Workplan for Sudden Oak Death Enforcement Activities
Quarantined Counties
FY 2011/2012
July 1, 2011 through June 30, 2012**



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

County: San Francisco

Date: 08/21/11

*Cost Per Hour: \$41.00

Regulated Article	Activity	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year	Estimated Annual Cost
Nursery Stock						
	Exhibit B- Annual Inspection	2	1	2	2	\$82.00
	30-day inspection				0	\$0
	Random Compliance Monitoring				0	\$0
	Trace-Forward/Trace-Back	2	1	2	2	\$82.00
	Exhibit J- Non-Regulated Plants in Soil				0	\$0
	Non-Host Shipper Inspection	2	1	2	2	\$82.00
	Eradication Activities (i.e., CNP)				0	\$0
Green Waste						
	Compost Treatment Monitoring				0	\$0
	Origin Facility Compliance Monitoring	1	1	2	2	\$82.00
	Transporter Compliance Monitoring				0	\$0
Wood Products						
	Ongoing Compliance Monitoring					
Wreathes, Garlands, and Greenery						
	Ongoing Compliance Monitoring				0	\$0
Soil						
	Ongoing Compliance Monitoring				0	\$0
	Site inspection				0	\$0
Greenhouses/Trees						
	Annual Inspection/ Sampling				0	\$0
Other Personnel		N/A		N/A	3	\$123.00
	Administrative Support					
Total Hours						\$451.00
Overhead (Indirect Costs) - Not to exceed 25% of Total Personnel Costs						
	Enter Overhead Percentage:	25%				\$113.00
Miscellaneous						\$0
Supplies						\$0
Vehicles						\$500
	Enter Estimated Miles:	10				Rate Per Mile: \$0.50
TOTAL COST						\$664.00

*Figure must match the rounded figure on your "Cost Per Hour Worksheet". You must submit your "Cost Per Hour Worksheet" with your workplan.

All dollars and figures entered on this page must be whole numbers with the exception of the "Rate Per Mile" for vehicle usage and "Overhead Percentage". You must round your "Overhead (Indirect Costs)" and "Estimated Annual Cost" for vehicle usage to whole dollars.

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

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 Federal and 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.

17. Memorandum of August 2009

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 Quarantined signed by CDFA August 2009. 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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

The Recipient will comply with civil rights standards which may be prescribed 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 11246; and
- G. Americans with Disabilities Act, Public Law (P.L.) 101-366.

2. Labor Standards

The Recipient will comply with labor standards which may be prescribed 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 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).

4. Single Audit Act Amendments of 1996

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the following:

- A. Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

5. Drug-Free Environment

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to the following:

- A. §§151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

6. Lobbying Restrictions

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the following:

- A. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

7. Intergovernmental Review

The Recipient will comply with intergovernmental review standards which may be prescribed 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.

8. Confidentiality

The Recipient will comply with confidentiality standards which may be prescribed 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 552a.

9. Conservation in Procurement

The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

- A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

10. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will 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 will require recipients of lower-tier covered transactions under this Agreement to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

11. Crimes and Prohibited Activities

The Recipient will comply with crimes and prohibited activities standards which may be prescribed 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.

12. Biosafety in Laboratories

The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

13. Conflicts of Interest

The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

- A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

14. Patents and Copyrights

The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

- A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

The Recipient agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

15. Care and Use of Laboratory Animals

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4.

16. Seat Belt Use

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-03);
- 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 (Executive Order 13043).

17. 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.

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee: _____
An ordinance, resolution, motion, or charter amendment
- 2. Request for next printed agenda without reference to Committee
- 3. Request for Committee hearing on a subject matter
- 4. Request for letter beginning "Supervisor _____ inquires..."
- 5. City Attorney request
- 6. Call file from Committee
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole
- 11. Question(s) submitted for Mayoral Appearance before the BOS on _____

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Ethics Commission
- Building Inspection Commission
- Youth Commission
- Planning Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor Mark E. Farrell

Subject: Accept and expend state grant - Sudden Oak Death - \$569

The text is listed below or attached:

Attached

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only:

111195