RESOLUTION - ACTION REQUESTED 2015-351

MEETING: July 14, 2015

TO: The Board of Supervisors

FROM: Cathi Boze, Agricultural Commissioner/Sealer

RE: Approve FY 2015/16 Nursery Inspection Cooperative Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Nursery Inspection Cooperative Agreement No. 15-0320-SA for Fiscal Year 2015/2016 with the California Department of Food and Agriculture (CDFA), and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements. The total available Fiscal Year 2015/2016 subvention amount for this nursery inspection cooperative agreement is $500.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Last year’s cooperative agreement was approved by Resolution No. 14-382.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No funds will be received for work performed in this program.

FINANCIAL IMPACT:
The subvention amount for this cooperative agreement for nursery inspection with CDFA is included in the Fiscal Year 2015/2016 budget.

ATTACHMENTS:
2015-16 Nursery Agreement #15-0320-SA (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 7/8/2015
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
1. This Agreement is entered into between the State Agency and the Recipient named below:

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

RECIPIENT'S NAME
COUNTY OF MARIPosa

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

3. The maximum amount of this Agreement is: $500.00
   Five Hundred 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:
   - Recipient and Project Information
   - Scope of Work
   - Payment Provisions and Budget
   - Budget
   - General Terms and Conditions

   Name of Project: Nursery Inspection Program

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

RECIPIENT
COUNTY OF MARIPosa

BY (Authorized Signature)

DATE SIGNED (Do not type)
7-19-15

PRINTED NAME AND TITLE OF PERSON SIGNING
MERLIN JONES, BOARD CHAIR

ADDRESS
5009 Fairgrounds Road, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) on behalf of

DATE SIGNED (Do not type)
7/28/15

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

APPROVED AS TO FORM:

STEVEN W. DAHLEm
COUNTY COUNSEL
EXHIBIT A
RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   County shall inspect all nursery stock at all producer/wholesale nursery locations within the County and enforce
   all laws and regulations pertaining to nursery stock.

2. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Erin Lovig</td>
<td>Cathi Boze</td>
</tr>
<tr>
<td>Section/Unit:</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>PHPPS/PEST EXCLUSION</td>
<td>COUNTY OF MARIPOSA</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>1220 N Street, Room 344</td>
<td>5009 Fairgrounds Road</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>Mariposa, CA 95338</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>916-654-0435</td>
<td>209-966-2075</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:erin.lovig@cdfa.ca.gov">erin.lovig@cdfa.ca.gov</a></td>
<td><a href="mailto:cboze@mariposacounty.org">cboze@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

3. For a detailed description of activities to be performed and duties, see Scope of Work.
Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff). Recipient to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled “State-County Nursery Inspection Program.” Recipient shall respond to complaints against nursery establishments.
County Letterhead

Date

To: Cathy Vue
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street, Room 344
Sacramento, CA 95814

County of ___________
Cooperative Agreement Number 01-2345
Fiscal Year 15/16
Invoice for ____________ Quarter
Invoice Number ____________

Sample Invoice
Must be accompanied by Report 7
Supplement Page

<table>
<thead>
<tr>
<th>Invoice Detail</th>
<th>Amount</th>
<th>Reimbursement Rate</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 Acres =</td>
<td>100 X</td>
<td>15.10 =</td>
<td>$1,510.00</td>
</tr>
<tr>
<td>Type 2 and 4 Acres =</td>
<td>100 (I/4 = 25) X</td>
<td>15.10 =</td>
<td>$377.50</td>
</tr>
<tr>
<td>Nursery License/Renewal</td>
<td>3 X</td>
<td>$75.00 each license =</td>
<td>$225.00</td>
</tr>
<tr>
<td>Invoice Total</td>
<td></td>
<td></td>
<td>$2,112.50</td>
</tr>
</tbody>
</table>

Please remit payment to
County of ___________
Address line 1
Address Line 2
Address line 3

Signature Block

(Original Signature)
(Title)
**NURSERY INSPECTION REPORT**

**A. NURSERY INSPECTIONS**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NUMBER OF LOCATIONS INSPECTED</th>
<th>TOTAL ACRES INSPECTED</th>
<th>NUMBER OF NON-COMPLIANCES</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRODUCTION / WHOLESALE *</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REINSPECTION FOR NONCOMPLIANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- RETAIL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- WHOLESALE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEMATODE CERTIFICATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER - Special Survey</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL HOURS SECTION A**

**B. LICENSING ACTIVITIES**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NEW LICENSES</th>
<th>RENEWALS</th>
<th>NUMBER ISSUED</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF NURSERIES LICENSED *</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEE EXEMPT LICENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER Issued temporary license to retailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL HOURS SECTION B**

**C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE</th>
<th>NUMBER</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL HOURS SECTION C**

**D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL HOURS SECTION D**

**E. COMMENTS**


* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.
SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR NURSERY INSPECTION REIMBURSEMENT BILLING BY THE COUNTIES

<table>
<thead>
<tr>
<th>COUNTY:</th>
<th>AGREEMENT NUMBER:</th>
<th>MONTH/YEAR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Name</td>
<td>##-#####</td>
<td>Month/Yr</td>
</tr>
</tbody>
</table>

**PRODUCTION / WHOLESALE INSPECTIONS**

<table>
<thead>
<tr>
<th>NAME OF NURSERY</th>
<th>LICENSE NUMBER</th>
<th>DATE(S) INSPECTED</th>
<th>NO. OF ACRES</th>
<th>CDFA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Generic Nursery</td>
<td>A1234</td>
<td>6/2/2010</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>A Different Nursery</td>
<td>B1234</td>
<td>6/23/2010</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>A Type 2 Nursery</td>
<td>C1234</td>
<td>6/29/2010</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

**NUMBER OF LOCATIONS INSPECTED:**

**TOTAL ACRES:**

**NURSERY LICENSE ACTIVITY**

<table>
<thead>
<tr>
<th>NAME OF NURSERY LICENSED (Use firm name)</th>
<th>NEW (LICENSE NUMBER)</th>
<th>RENEWAL (LICENSE NUMBER)</th>
<th>CDFA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Grow Stuff Nursery</td>
<td>c6789</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roam Depot</td>
<td>b4567</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orchard Supply</td>
<td></td>
<td>a9876</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE:**

**TITLE:**

**DATE:**

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*Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*Type 2 = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.
<table>
<thead>
<tr>
<th>NAME OF NURSERY</th>
<th>LICENSE NUMBER</th>
<th>DATE(S) INSPECTED</th>
<th>NO. OF ACRES</th>
<th>Type 1*</th>
<th>Type 2*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NUMBER OF LOCATIONS INSPECTED:</th>
<th>TOTAL ACRES:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* Type 2 = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.
INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Monthly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.

Section A. Nursery Inspections
Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities
Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column ‘new’ or ‘renewals’ as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7.

Section C. Enforcement Actions
Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities
Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments
Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.
EXHIBIT B
PAYMENT PROVISIONS AND BUDGET

1. Invoicing and Payment
   A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
   
   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
   
   C. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed
   
   D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause
   If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

3. Prompt Payment Clause
   Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Allowable Line Item Shifts
   The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation
   A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
   
   B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
   
   C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
   
   D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. Budget
   For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.
The amount payable under this agreement shall not exceed $500.00.

Recipient shall be paid a current hourly staff rate, not to exceed $35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Services Program.

Payment shall be made at the end of the agreement period upon submission and approval of an itemized invoice and report 7 Supplement Forms (see attached sample invoice). Recipient shall submit an itemized invoice in arrears, referencing the Cooperative Agreement Number and sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
Attention: Cathy Vue
1220 N Street, Room 344
Sacramento, California 95814
EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment
   This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the Agreement Manager, in the form of a formal written amendment.

3. Mutual Liability
   Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

4. Disputes
   The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

5. Contractors/Consultants
   The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy or when the policy does not require competition the organization must conduct a competitive procurement process. The procedures must reflect applicable State and local laws and regulations and all contractors must have the proper licenses/certificates required in their respective disciplines.

   A contract under this Agreement must be a written Agreement between the Recipient and the Contractor/Consultant, and must state the activities to be performed, the time schedule, the policies and requirements that apply to the Contractor/Consultant, the amount of the contract, and the requirements and restrictions to be used in determining allowable costs. The contract must not affect the Recipient's overall responsibilities for the management of the project, and the Recipient must reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement. If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise shall create any contractual relation between the CDFA and any Contractor/Consultant, and no contract shall relieve the Recipient of its responsibilities and obligations hereunder. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. The CDFA shall have no obligation to pay or to enforce the payment of any monies to any Contractor/Consultant. The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

6. Non-Discrimination Clause
   The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

   The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated 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. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Governing Law
   This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.
8. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**
   The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

10. **Right to Terminate**
    This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. **Termination for Cause**
    The CDFA 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 Recipient will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations.

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

13. **Publicity and Acknowledgement**
    The Recipient agrees that it will acknowledge CDFA’s support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the United States Department of Agriculture logo or the CDFA logo.

14. **Property Damage Claims Process**
    Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA’s decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

15. **Force Majeure**
    The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. **Amendments**
    Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.