

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Agricultural Commissioner *Monteith*

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE September 30, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Agreement with the California Department of Pesticide Regulation for Pesticide Disposal and Adjust the Budget

STAFF RECOMMENDATIONS:

1. Authorize the Agricultural Commissioner, or designee, to sign an Agreement with the California Department of Pesticide Regulation for Pesticide Disposal in Fiscal Year 2014-2015.
2. Authorize the Auditor-Controller to adjust appropriations and revenue in the amount of \$100,000 as detailed on the attached Budget Journal for Fiscal Year 2014-2015.

FISCAL IMPACT:

The total amount of the Cooperative Agreement with the California Department of Pesticide Regulation is \$100,000. An increase in revenue and appropriations is requested for the Agricultural Commissioner's budget for Fiscal Year 2014-2015.

BOARD ACTION AS FOLLOWS:

No. 2014-495

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Agreement with the California Department of Pesticide Regulation for Pesticide Disposal and Adjust the Budget

DISCUSSION:

Stanislaus County Agricultural Commissioner's Office is proposing to organize a pesticide disposal event. The \$100,000 Cooperative Agreement with the California Department of Pesticide Regulation would allow the Agricultural Commissioner's Office to contract with a vendor for pesticide collection, transportation, and disposal. The event will be offered at no cost to County growers. The Cooperative Agreement would require the Agricultural Commissioner's Office to pay the vendor for the pesticide disposal service and then submit the amount paid to the California Department of Pesticide Regulation for reimbursement.

Many growers have obsolete or unwanted agricultural pesticides. A survey requesting information about these agricultural pesticides was sent to 2,560 growers in Stanislaus County. The results of this survey show that Stanislaus County growers have approximately 7,000 pounds of dry and 2,100 gallons of liquid pesticides that are obsolete or unwanted. Currently a grower's only option is to individually hire a company to dispose of their pesticides which can be very costly. Growers need a better option to safely and affordably dispose of these unwanted chemicals. A collection/disposal event that allows growers to bring their unwanted chemicals to one central location is more efficient and reduces the overall disposal cost.

The growers who responded to the survey indicating that they have pesticides to be disposed of would be contacted with information concerning the date and time of the event. Growers would be required to register for an appointment time for the disposal of their agricultural pesticides, and based on their survey response, given a list of the amount of chemicals they will be allowed to drop off. The goal of the event will be to dispose of as many unwanted chemicals as the \$100,000 Cooperative Agreement will cover while still allowing everyone with unwanted chemicals to participate.

On the day of the event, growers would transport their unwanted agricultural chemicals to a designated location in Stanislaus County where Stanislaus County Agricultural Inspectors would assist in the organization and paperwork. The contracted pesticide disposal vendor would handle, collect, and transport the chemicals to a disposal location where the chemicals would be incinerated. This program would be strictly limited to agricultural pesticides. Stanislaus County Department of Environmental Resources currently offers a program for disposal of home use pesticides.

POLICY ISSUE:

Approval of this item supports the Board Priority of promoting A Strong Agricultural Economy/Heritage, by helping County growers to dispose of obsolete and unwanted chemicals in a safe, affordable manner.

Approval of an Agreement with the California Department of Pesticide Regulation for Pesticide Disposal and Adjust the Budget

STAFFING IMPACTS:

Existing Agricultural Commissioner's Weights and Measures Inspectors would assist in the collection program.

CONTACT PERSON:

Milton O'Haire, Agricultural Commissioner (209) 525-4730.

ATTACHMENTS:

1. Standard Agreement
2. Budget Journal

Database
 Balance Type
 Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Budget
 County of Stanislaus

DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE

Ledger
 Budget
 Category
 Source
 Currency
 Period
 Batch Name
 Journal Name
 Journal Description
 Journal Reference
 Organization
 Chart Of Accounts

* List - Text County of Stanislaus
 List - Text LEGAL BUDGET
 * List - Text Budget - Upload
 * List - Text AG SDA
 * List - Text USD
 List - Text SEP-14
 Text
 Text JV20137
 Text Pesticide Disposal Contract
 Text DPR Agreement# 14-C0028
 List - Text Stanislaus Budget Org
 Accounting Flexfield

DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
 DO NOT CHANGE
 DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
*	List - Text									
		0100	0010100	23190	0000000	000000	000000	00000		100000 St-aid-pest app
		0100	0010100	63280	0000000	000000	000000	00000	100000	Contracts
									100000	100000

Totals:
 Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:

Increase Revenue & Appropriations for new pesticide disposal agreement with the Dept. of Pesticide Regulation

Requesting Department	CEO	Data Entry	Auditors Office Only
Susan Azevedo	<i>Susan Azevedo</i>	Keyed by	<i>[Signature]</i>
Prepared by	Supervisor's Approval	Date	Prepared By
9/18/2014	<i>[Signature]</i>	9/18/14	<i>[Signature]</i>
Date	Date	Date	Date

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 14-C0028
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Pesticide Regulation (DPR)

CONTRACTOR'S NAME

Stanislaus County

2. The term of this Agreement is: October 1, 2014 or upon final approval, whichever occurs later, through June 30, 2015

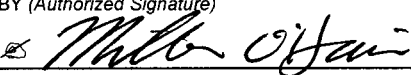
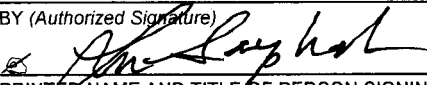
3. The maximum amount of this Agreement is: \$100,000.00
 One hundred thousand dollars and no cents

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 – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GTC 610)	
Exhibit D – Special Terms and Conditions	2 Pages
Exhibit E – Additional Provisions	1 Page
Exhibit E, Attachment 1 – Federal Cooperative Agreement and Amendments 1 & 2	22 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Stanislaus County		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10-3-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Milton O'Haire Agricultural Commissioner/Sealer		
ADDRESS		
3800 Cornucopia Way, Suite B Modesto, CA 95358		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10-10-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Samantha Lewis, Business Services Manager LU SAEPHANH, FSBOB CHIEF		
ADDRESS		
1001 I Street, Sacramento, CA 95814		

Exempt per: Delegation Letter 74.5

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. Stanislaus County, hereinafter referred to as Contractor, agrees to provide services described herein to the Department of Pesticide Regulation, hereinafter referred to as DPR.
2. This Agreement will commence on the start date October 1, 2014 as presented herein, or upon approval final by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on June 30, 2015. The parties may amend this agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Pesticide Regulation (DPR)	Stanislaus County
Enforcement Branch	Department of Agriculture and Weights and Measures
Contract Manager: Jim Shattuck	Project Manager: Kamaljit Bagri
1001 I Street, MS 3B Sacramento, CA 95814	3800 Cornucopia Way, Suite B Modesto, CA 95358
Bus. Phone No.: 916-445-4279	Bus. Phone No.: 209-525-4730
E-mail: Jim.Shattuck@cdpr.ca.gov	E-mails: kamaljitb@stancounty.com

The project representatives during the term of this Agreement may be changed by mutual written agreement of the parties without the necessity of an amendment to the Agreement.

4. Scope of Work

A. Purpose

DPR's mission is to protect human health and the environment by regulating pesticide sales and use, and by fostering reduced-risk pest management. DPR works closely with the 55 County Agricultural Commissioners (CACs) who represent the 58 counties statewide. The CACs serve as the primary enforcement agents for State pesticide laws and regulations. This contract will enable DPR and Stanislaus County to partner together to organize a Pesticide Disposal Project, which will assist farmers and growers with proper disposal of unwanted or outdated pesticides.

Stanislaus County in California is a highly productive agricultural area. Stanislaus County covers approximately 971,981 acres and of that approximately 340,890 acres is in agricultural production. Some of the crops grown in Stanislaus County include almonds, walnuts, alfalfa, corn, oats, melons, leafy vegetables, citrus,

EXHIBIT A
STANDARD AGREEMENT

broccoli and many other fruits and vegetables. When farms are sold or passed down to family members there is anecdotal evidence that unwanted or outdated pesticides remain in barns, sheds or other storage areas and are not disposed of properly. By not disposing of the pesticides over time, there is a chance that the containers may leak, or pose harm to human health, children, wildlife, the environment, or domestic water supply.

The goal of this project is to collect from farmers and growers in Stanislaus County unwanted or outdated pesticides. The objective of the project is to reduce pesticide exposure and risks to residents and the environment. This Project is voluntary and not all farmers will be required to participate. This will be a one day collection event. The CAC staff will work with farmers and growers in Stanislaus County to identify the pesticides they want to dispose. The CAC will conduct outreach to the farmers in the county about this one day pesticide collection event. There will be no cost to the farmer for disposal of pesticides. This type of collection event has not previously been available to farmers and growers in the county and it is believed that large volumes of pesticide material will be identified and ultimately disposed. To carry this out in a safe and fair manner, a registration process for those who would like to participate in this event is underway. The farmer/grower Project registration process will be handled by the Stanislaus County Agricultural Commissioner's office. The registration process will include grower or farmer's name (including their restricted materials permit number or operator identification number), pesticides to be collected (trade name, if known and EPA Registration Number) and estimated amounts. In order to provide this service to all the farmers and growers in the County, the Stanislaus County Agricultural Commissioner will allow only up to 50 lbs (approximately 6 gallons) of pesticides to be disposed of by each grower at this pesticide collection event. The project will limit the number of pesticide containers that a farmer can dispose of.

Only those growers who have registered their unwanted pesticides are allowed to participate. In addition, this pesticide collection event is not available for disposal of empty pesticide containers or household hazardous waste. Pesticide containers that are empty and triple rinsed are not allowed.

The Stanislaus County Agricultural Commissioner's Office will identify a secure and safe location to hold the pesticide collection event. Stanislaus CAC will not invoice staff time or other expenses, as the CAC will absorb these costs. They will also analyze the registration information obtained from participants to determine how much material to expect, and to identify the most common types of pesticides that will be brought for collection. Stanislaus County Agricultural Commissioner will sub-contract with a pesticide disposal vendor to provide the equipment and personnel to collect the pesticide containers. A general, preliminary estimate of materials and quantities expected will be provided to the Contractor. The estimated cost for disposal of waste pesticides is approximately \$3.50/lb. Therefore, to enable

EXHIBIT A
STANDARD AGREEMENT

maximum pesticide collection, companies will be encouraged to minimize administrative costs and pursue a competitive per-pound rate.

A Pesticide Disposal Event will take place in Fall 2014. If for unanticipated reasons the event dates change, both parties must agree upon the new dates and will be notified in writing at least 30-days in advance of the new dates. An option for a second Pesticide Disposal Event will be held if funding is available.

B. Contractor's Responsibilities

- 1) Coordinate with DPR to schedule any needed meetings or telephone conference calls between Contractor and DPR.
- 2) Contractor will submit a final report to DPR upon conclusion of this project which will include the following:
 - a. Description of collection event(s) and if this project met the goals and objectives;
 - b. Descriptions of specific challenges encountered during the course of this project;
 - c. Recommendations for future pesticide collection/disposal events;
 - d. Amounts of pesticides collected for disposal in pounds or gallons as appropriate for each pesticide, identity of pesticides by trade name, active ingredient, registration number;
 - e. Copies of any photographs taken during collection event(s);
 - f. Outreach materials or notices of the event distributed by Contractor to growers and farmers;
 - g. Number of growers/farmers who participated in the collection event(s);
 - h. Feedback from growers and farmers regarding event(s); and,
 - i. Identity of any entity providing media coverage of the event(s).

C. DPR's Responsibilities

Coordinate with Contractor to schedule any needed meetings or telephone conference calls between DPR and the Contractor.

EXHIBIT B
STANDARD AGREEMENT

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, DPR agrees to compensate Contractor, in arrears, for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- C. The Contractor shall submit 2 copies of each invoice and all supporting documentation within 60 calendar days of the provision of services under this Agreement. Invoices shall be submitted in arrears to:

Department of Pesticide Regulation
Attn: Accounts Payable, MS 4A
P.O. Box 4015
Sacramento, CA 95812-4015

- D. All invoices shall contain the name of the Contractor, the Contractor's address as specified on the first page of this Agreement (Std 213), the Agreement number 14-C0028, a copy of each invoice from the subcontractor to Contractor for pesticide collection and disposal, the Contractor's invoice number, the date of the Contractor's invoice.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the current year and/or any subsequent years covered under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress or the California State Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

EXHIBIT B
STANDARD AGREEMENT

- C. If funding for any fiscal year is not appropriated, reduced or deleted by the United States Government or the California State Legislature for purposes of this program, DPR shall have the option to either cancel this Agreement with no liability occurring to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- D. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

3. Payment

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- B. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- C. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.

EXHIBIT B
STANDARD AGREEMENT

4. Rates

Rates for these services are as follows:

	Total Amount
1. Salaries & Wages	\$0.00
2. Benefits	\$0.00
3. Travel	\$0.00
4. Supplies	\$0.00
5. Contractual Award ^①	\$100,000.00
6. Minor Equipment or Equipment	\$0.00
7. Indirect Cost	\$0.00
Total Amount	\$100,000.00

^① Contractual award to subcontractor selected by Stanislaus County through competitive bidding in a Request for Information. Vendor must be permitted for disposal of hazardous waste by the Department of Toxic Substances Control.

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$100,000.00.
- B. It is understood and agreed that this total is an estimate and that DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or his/her designee.

EXHIBIT D
STANDARD AGREEMENT

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination and upon receipt of the final invoice.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with 30 days notice to contractor.

2. Subcontracting

- A. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless the subcontract(s) is identified in this Agreement.
- B. Any substitution of subcontractors must be approved in writing by the DPR Contract Manager in advance of assigning work to a substitute subcontractor.

3. Harassment Free Workplace

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with DPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to DPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials

EXHIBIT D
STANDARD AGREEMENT

available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

EXHIBIT E
STANDARD AGREEMENT

ADDITIONAL PROVISIONS

1. Federal Agreement

- A. This Agreement is resulting from funding under Federal Assistance Agreement No. BG-00T11414-0 and Amended Agreement No. BG-00T11414-1 with the U.S. Environmental Protection Agency. The Federal Assistance Agreement and Amendment are attached to this contract Agreement as Attachment 1 of this Exhibit.

Standard Federal regulations specified and listed as part of Attachment 1 of this Exhibit, including CFRs, and OMB circulars, are not attached hereto, but are expressly incorporated by reference.


- B. The Contractor understands that the State is obligated, in accordance with its Federal Assistance Agreement with USEPA, to comply with the provisions of federal regulations contained in Title 40 CFR and any conditions in the agreement and any amendments thereto. In order to ensure the State can meet these obligations the Contractor agrees to all general and special conditions contained in the USEPA Assistance Agreement.
- C. In addition the Contractor agrees that affirmative steps will be taken to assure that qualified small, minority, and women's businesses (MBE/WBE) are used, when possible, as sources of supplies, equipment and subcontracting services, if applicable, under this Agreement.

2. Contractor Evaluation

The Contractor is hereby notified that its performance under this Agreement may be evaluated within thirty (30) calendar days following the Expiration of this Agreement. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00T11414	DATE OF AWARD 09/11/2013	
			MODIFICATION NUMBER: 0	MAILING DATE 09/18/2013	
			PROGRAM CODE: BG	PAYMENT METHOD: ASAP	ACH# 90142
			TYPE OF ACTION New		
RECIPIENT TYPE: State			Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423		
RECIPIENT: CA Dept of Pesticide Reg 1001 I Street Sacramento, CA 95812-4015 EIN: 68-0325102			PAYEE: CA Dept of Pesticide Reg 1001 I Street Sacramento, CA 95812-4015		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Natalya Eagan 1001 I Street Sacramento, CA 95812-4015 E-Mail: neagan@cdpr.ca.gov Phone: 916-323-9303		Fabiola Estrada 75 Hawthorne Street, CED-5 San Francisco, CA 94105 E-Mail: estrada.fabiola@epa.gov Phone: 415-972-3493		Linda Struna Grants Management Office, MTS-7 E-Mail: Struna.Linda@epa.gov Phone: 415-972-3723	
PROJECT TITLE AND DESCRIPTION PERFORMANCE PARTNERSHIP GRANT The purpose of this agreement is to support the California Department of Pesticide Regulation in ensuring that pesticides are manufactured, sold, used, and stored according to federal and state law. This agreement aims to improve the understanding and compliance with pesticide laws and regulations, protecting human health and the environment by implementing activities related to compliance, certification and training, and field program activities related to endangered species, water quality and worker safety. This assistance agreement provides partial Federal funding in the amount of \$1,373,863.					
BUDGET PERIOD 07/01/2013 - 06/30/2016	PROJECT PERIOD 07/01/2013 - 06/30/2016	TOTAL BUDGET PERIOD COST \$5,262,404.00	TOTAL PROJECT PERIOD COST \$5,262,404.00		
NOTICE OF AWARD					
Based on your Application dated 04/11/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,373,863. EPA agrees to cost-share % of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,373,863. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9 Communities and Ecosystems Division, CED-1 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Denise Zvanovec - Grants Management Officer				DATE 09/11/2013	

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,373,863	\$ 1,373,863
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 1,156,854	\$ 1,156,854
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 2,530,717	\$ 2,530,717

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.605 - Performance Partnership Grants	Appropriations Act of 1996 (PL 104-134)	40 CFR PTS 31 & 35 SUBPT A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1309FE0114	13	E1	09F2	501E12	4108			700,810
-	1309FE0114	13	E1	09F2	401C09	4108			531,391
-	1309FE0114	13	E1	09F2	501E12	4108			28,250
-	1309FE0114	11	E1D	09F2	401C09	4108			49,797
-	1309FE0114	12	E1D	09F2	401C09	4108			41,084
-	1309FE0114	13	E1	09F2	401C09	4108			22,721
									1,373,863

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$1,985,070
2. Fringe Benefits	\$734,481
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,127,003
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$3,846,534
10. Indirect Costs: % Base Refer to Condition #15	\$1,415,570
11. Total (Share: Recipient % Federal %.)	\$5,262,404
12. Total Approved Assistance Amount	\$1,373,863
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,373,863
15. Total EPA Amount Awarded To Date	\$1,373,863

Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1.	\$
2. AMOUNTS FOR THIS ACTION:	\$
Pesticide - Enforcement 501 (Federal) This Action = \$728,860	
Pesticide - Programs 401 (Federal) This Action = \$645,003	
Pesticide - Enforcement (Match) Cumulative Total = \$771,236	
Pesticide - Programs (Match) Cumulative Total = \$385,618	
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

**EXHIBIT E, ATTACHMENT 1
STANDARD AGREEMENT**

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Administrative Conditions

1. Federal Financial Report (SF 425)

The final Federal Financial Report (FFR) covering the entire project period shall be submitted within 90 days after the end of the project period according to 40 CFR Part 31.23(b) and 31.41(b). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

For awards with cumulative project and budget periods greater than 12 months, an interim FFR covering the period from "project/budget period start date" to June 30 of each calendar year shall be submitted to the U.S. EPA Las Vegas Finance Center, 4220 South Maryland Parkway, Bldg. C, Room 503, Las Vegas, NV 89193-8515, no later than September 30 of the same calendar year.

2. Single Audit Act

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient **MUST** submit the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

3. Central Contractor Registration/System for Award Management and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;

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- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

4. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

- i. The total Federal funding authorized to date under this award is \$25,000 or more;
- ii. In the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your Central Contractor Registration/System for Award Management profile available at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

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1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. **Exemptions.** If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions.** For purposes of this award term:

1. **Entity** means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. **Executive** means officers, managing partners, or any other employees in management positions.
3. **Subaward:**
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. –.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. **Subrecipient** means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus* .
 - ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans* . This does not include group life,

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health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

5. Trafficking in Persons

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt

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bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

6. Recycled Paper

In accordance with Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), EPA Order 1000.25 and 40 CFR Part 30.16 (as applicable), the recipient shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. The recipient shall give preference in its procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines, as applicable.

Any State agency or agency of a political subdivision of a State shall also comply with the requirements set forth in the Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962), which requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA under 40 CFR Part 247. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more.

7. Hotel and Motel Fire Safety

The recipient agrees to ensure that all conference, meeting, convention, or training funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act. (Refer to 40 CFR Part 30.18 and 15 U.S.C. 2225a, as applicable.)

8. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rqn=div5&vew=text&node=2.1.2.11.11.2&idno=2>.

9. Debarment, Suspension and Other Responsibility Matters

The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of

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this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

10. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

11. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

12. Lobbying and Litigation Prohibition

The recipient shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by 2 CFR 225 (OMB Circular A-87), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

13. Utilization of Disadvantaged Business Enterprises

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board, as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as California State Water Resources Control Board.

Pursuant to 40 CFR Section 33.404, the recipient has the option to negotiate its own MBE/WBE fair share

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objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study to Joe Ochab, MTS-7, the Regional MBE/WBE Coordinator, within 120 days of acceptance of the financial assistance award. EPA will respond to the proposed fair share objectives/goals within 30 days of receiving the submission. If proposed fair share objectives/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objectives/goals are submitted.

A recipient of a Continuing Environmental Program Grant or other annual grant agrees to create and maintain a bidders list. A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also agrees to require entities receiving identified loans to create and maintain a bidders' list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Refer to 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

14. MBE/WBE Utilization Report

The recipient agrees to complete and submit to GrantsRegion9@epa.gov a MBE/WBE Utilization Report (EPA Form 5700-52A) within 30 days after the end of the Federal fiscal year; i.e., by October 30 of each calendar year. Negative reports are required. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your grant cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the internet at www.epa.gov/osbp.

15. Indirect Costs

The cost principles of 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments," applies to this agreement.

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan and in accordance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." For proposal preparation, the recipient may use the appropriate completeness checklist located at: <http://www.aqd.nbc.gov/services/ICS.aspx>

The recipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor
Bid and Proposal Room Number 61107
Washington, DC 20004

Electronic submissions of proposals may be sent via email to OGD_IndirectCost@epa.gov.

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Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate throughout the life of the award. Recipients may draw down grant funds once a rate has been approved, but only for indirect costs incurred during the period specified in the rate agreement. Recipients are not entitled to indirect costs for any period in which the rate has expired.

Recipients with differences between provisional and final rates are not entitled to more than the award amount. Recipients may request EPA approval to rebudget funds from direct cost categories to the indirect cost category (to grants which have not expired or been closed out) to cover increased indirect costs.

Pursuant to 40 CFR 31.26, a recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," including Subpart C Section 305(b) which addresses the restriction on auditors preparing indirect cost proposals.

16. Civil Rights Obligations

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to

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provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf

If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.

In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

17. Payment to Consultants

Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. The Federal Executive Schedule (i.e., Salary Table) is located at: <http://www.opm.gov/oca/>. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Part 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2).

18. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with EPA regulations under 40 CFR Part 30.43, 31.36 or 35.6555, as applicable. In accordance with 40 CFR Part 30.45, 31.36(f) or 35.6585, as applicable, the grantee and subgrantee(s) must perform a cost or price analysis in connection with every procurement action, including contract modifications.

19. Subawards

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be

EXHIBIT E, ATTACHMENT 1 STANDARD AGREEMENT

found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and http://www.whitehouse.gov/omb/financial_fin_single_audit

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

Programmatic Conditions

P1. The U.S. EPA will be substantially involved in overseeing and monitoring this cooperative agreement. Involvement includes oversight of pesticide programs including pesticide enforcement, endangered species and worker safety (agricultural worker protection and applicator certification). For example:

Pesticide Enforcement: States may cooperate in the enforcement authority for pesticide use inspections by entering into a cooperative agreement with EPA and maintaining an effective program for enforcing pesticide use regulations. As such, EPA has oversight responsibilities to ensure that basic elements of the enforcement program are carried out adequately including, but not limited to:

- review and recommend improvements to pesticide inspections;
- monitor state investigation and enforcement response on significant pesticide incidents;
- issue federal inspector credentials to state employees consistent with EPA policy and guidance;
- review and comment on inspection files which are submitted to Region 9 (Market Place and Producer Establishment Inspections);
- request additional information when needed for federal case development;
- provide inspector training to state inspectors;
- issue special investigation requests for state inspectors to conduct inspections on EPA's behalf.

Pesticide Applicator Certification: EPA reviews and approves the state plan for certifying restricted use pesticide applicators.

Worker Protection Standard: Ensures that OPP/OECA Guidance for baseline worker protection programs is conducted and activities reported.

P2. The California Department of Pesticide Regulation is reporting per national program guidance for Enforcement, Certification & Training (C&T), and Pesticide Program Implementation.

The recipient agrees to submit quarterly progress reports to the EPA Project Officer within 30 calendar days after the end of each Federal fiscal quarter (October 30, January 30, April 30, and July 30). These reports should include a discussion of the activities conducted during the quarter and progress towards milestones, problems encountered and their resolution, and activities planned for the next quarter. In addition, CDPDR will inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. CDPDR will report per national program guidance for Enforcement, C&T, and Pesticide Program Implementation. National Guidance includes reporting on national program measures (Enforcement and C&T). Within 90 days of the end of the project period, the recipient must submit a final report documenting project activities over the entire project period and the recipient's achievements with respect to the project's purposes and objectives.

P3. This grant includes the performance of environmental measurements; a Quality Assurance Program Plan must be prepared. The recipient should consult with the Region 9 Quality Assurance Office to determine what guidance should be followed. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Contact the QA Office at 415-972-3411.

P4. Funds awarded under this cooperative agreement may not be used to purchase or pay for pesticide applications or pesticides.

P5. Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to

**EXHIBIT E, ATTACHMENT 1
STANDARD AGREEMENT**

- be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
 - (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.


Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

P6. EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

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**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00T11414	DATE OF AWARD
			MODIFICATION NUMBER: 1	04/16/2014
			PROGRAM CODE: BG	MAILING DATE
			TYPE OF ACTION Augmentation: Increase	04/23/2014
		PAYMENT METHOD: ASAP	ACH#	90142
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423		
RECIPIENT: CA Dept of Pesticide Reg 1001 I Street Sacramento, CA 95812-4015 EIN: 68-0325102		PAYEE: CA Dept of Pesticide Reg 1001 I Street Sacramento, CA 95812-4015		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST
Natalya Eagan 1001 I Street Sacramento, CA 95812-4015 E-Mail: neagan@cdpr.ca.gov Phone: 916-323-9303		Fabiola Estrada 75 Hawthorne Street, CED-5 San Francisco, CA 94105 E-Mail: estrada.fabiola@epa.gov Phone: 415-972-3493		Linda Struna Grants Management Office, MTS-7 E-Mail: Struna.Linda@epa.gov Phone: 415-972-3723
PROJECT TITLE AND EXPLANATION OF CHANGES PERFORMANCE PARTNERSHIP GRANT The purpose of this agreement is to support the California Department of Pesticide Regulation in ensuring that pesticides are manufactured, sold, used, and stored according to federal and state law. This agreement aims to improve the understanding and compliance with pesticide laws and regulations, protecting human health and the environment by implementing activities related to compliance, certification and training, and field program activities related to endangered species, water quality and worker safety. This amendment provides partial Federal funding in the amount of \$1,479,837 for a total of \$2,853,700.				
BUDGET PERIOD 07/01/2013 - 08/30/2016	PROJECT PERIOD 07/01/2013 - 08/30/2016	TOTAL BUDGET PERIOD COST \$5,262,404.00	TOTAL PROJECT PERIOD COST \$5,262,404.00	
NOTICE OF AWARD				
Based on your Application dated 04/11/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,479,837. EPA agrees to cost-share % of all approved budget period costs incurred, up to and not exceeding total federal funding of \$2,853,700. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS	
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9 Communities and Ecosystems Division, CED-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Carolyn Truong - Acting - Assistant Regional Administrator				DATE 04/16/2014

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,373,863	\$ 1,478,837	\$ 2,853,700
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 1,158,854	\$	\$ 1,158,854
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 2,530,717	\$ 1,478,837	\$ 4,010,554

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.605 - Performance Partnership Grants	Appropriations Act of 1996 (PL 104-134)	40 CFR PTS 31 & 35 SUBPT A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1409FE0031	14	E1	09F2	401C08	4108			543,895
-	1409FE0031	14	E1	09F2	501E12	4108			936,142
									1,478,837

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$1,985,070
2. Fringe Benefits	\$734,461
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,127,003
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$3,846,534
10. Indirect Costs: % Base See term and condition #15	\$1,415,870
11. Total (Share: Recipient % Federal %.)	\$5,262,404
12. Total Approved Assistance Amount	\$2,853,700
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,479,837
15. Total EPA Amount Awarded To Date	\$2,853,700

Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1.	\$
2. AMOUNTS FOR THIS ACTION:	\$
Pesticide - Enforcement 501 (Federal) Previous Action = \$728,860 This Action = \$936,142 Cumulative Total = \$1,665,002	
Pesticide - Programs 401 (Federal) Previous Action = \$645,003 This Action = \$543,695 Cumulative Total = \$1,188,698	
Pesticide - Enforcement (Match) Cumulative Total = \$771,236	
Pesticide - Programs (Match) Cumulative Total = \$385,618	
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

**EXHIBIT E, ATTACHMENT 1
STANDARD AGREEMENT**

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Administrative Conditions

Administrative Conditions remain in full force and effect.

Programmatic Conditions

Programmatic Conditions remain in full force and effect.

--- END OF DOCUMENT ---

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00T11414	DATE OF AWARD
		MODIFICATION NUMBER: 2	09/09/2014
		PROGRAM CODE: BG	MAILING DATE
		TYPE OF ACTION Augmentation: Increase	09/18/2014
		PAYMENT METHOD: ASAP	ACH# 90142
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423	
RECIPIENT: CA Dept of Pesticide Reg 1001 I Street Sacramento, CA 95812-4015 EIN: 68-0325102		PAYEE: CA Dept of Pesticide Reg 1001 I Street Sacramento, CA 95812-4015	
PROJECT MANAGER James Shattuck 1001 I Street Sacramento, CA 95812-4015 E-Mail: jim_shattuck@cdpr.ca.gov Phone: 916-445-4279		EPA PROJECT OFFICER Fabioia Estrada 75 Hawthorne Street, LND-2-2 San Francisco, CA 94105 E-Mail: estrada.fabioia@epa.gov Phone: 415-972-3483	EPA GRANT SPECIALIST Linda Struna Grants Management Office, MTS-7 E-Mail: Struna.Linda@epa.gov Phone: 415-972-3723
PROJECT TITLE AND EXPLANATION OF CHANGES PERFORMANCE PARTNERSHIP GRANT The purpose of this agreement is to support the California Department of Pesticide Regulation in ensuring that pesticides are manufactured, sold, used, and stored according to federal and state law. This agreement aims to improve the understanding and compliance with pesticide laws and regulations, protecting human health and the environment by implementing activities related to compliance, certification and training, and field program activities related to endangered species, water quality and worker safety. This amendment provides partial federal funding in the amount of \$50,800 for a total of \$2,904,500. See terms and conditions.			
BUDGET PERIOD 07/01/2013 - 06/30/2016	PROJECT PERIOD 07/01/2013 - 06/30/2016	TOTAL BUDGET PERIOD COST \$5,504,004.00	TOTAL PROJECT PERIOD COST \$5,504,004.00
NOTICE OF AWARD			
Based on your Application dated 07/09/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$50,800. EPA agrees to cost-share % of all approved budget period costs incurred, up to and not exceeding total federal funding of \$2,904,500. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Land Division, LND-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Susan Chiu - Acting Grants Management Officer			DATE 09/09/2014

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 2,853,700	\$ 50,800	\$ 2,904,500
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 1,156,854	\$	\$ 1,156,854
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 4,010,554	\$ 50,800	\$ 4,061,354

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.605 - Performance Partnership Grants	Appropriations Act of 1996 (PL 104-134)	40 CFR PTS 31 & 35 SUBPT A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1409QE0191	14	E1	09Q2	501E12	4108	-	-	41,800
-	1409QE0191	14	E1	09Q2	401C06	4108	-	-	9,200
									50,800

**EXHIBIT E, ATTACHMENT 1
 STANDARD AGREEMENT**

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$1,888,577
2. Fringe Benefits	\$734,863
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,365,803
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$4,087,143
10. Indirect Costs: % Base <u>See term and condition.</u>	\$1,418,861
11. Total (Share: Recipient % Federal %.)	\$5,504,004
12. Total Approved Assistance Amount	\$2,904,500
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$50,800
15. Total EPA Amount Awarded To Date	\$2,904,500

Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1.	\$
2. AMOUNTS FOR THIS ACTION:	\$
Pesticide - Enforcement 501 (Federal) Previous Action = \$1,665,002 This Action = \$41,600 Cumulative Total = \$1,706,602	
Pesticide - Programs 401 (Federal) Previous Action = \$1,188,698 This Action = \$9,200 Cumulative Total = \$1,197,898	
Pesticide - Enforcement (Match) Cumulative Total = \$771,236	
Pesticide - Programs (Match) Cumulative Total = \$385,618	
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

**EXHIBIT E, ATTACHMENT 1
STANDARD AGREEMENT**

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Administrative Conditions

Administrative conditions numbered 1 through 19 remain in full force and effect.

Programmatic Conditions

Programmatic conditions numbered P1 through P5 remain in full force and effect.

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