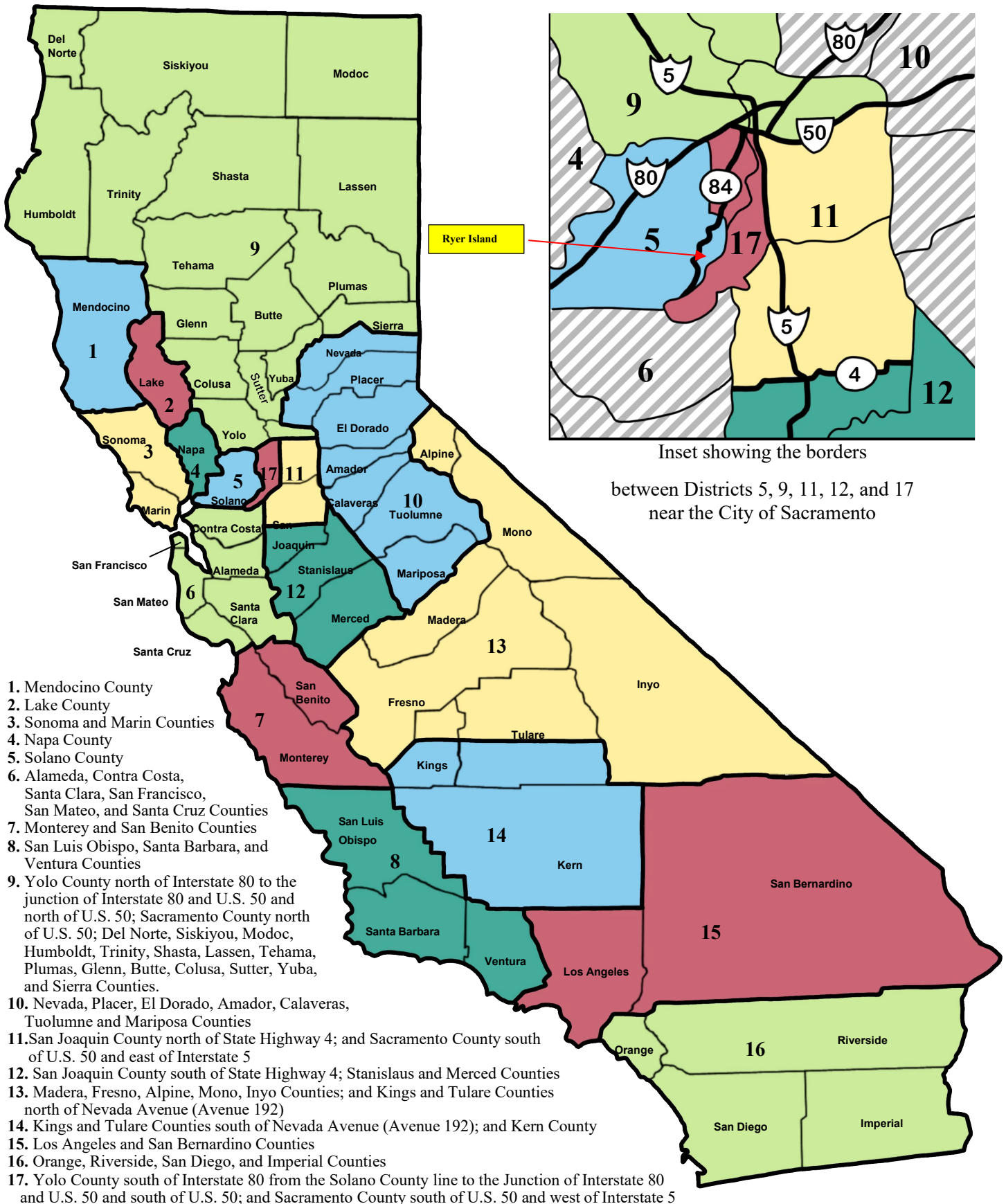
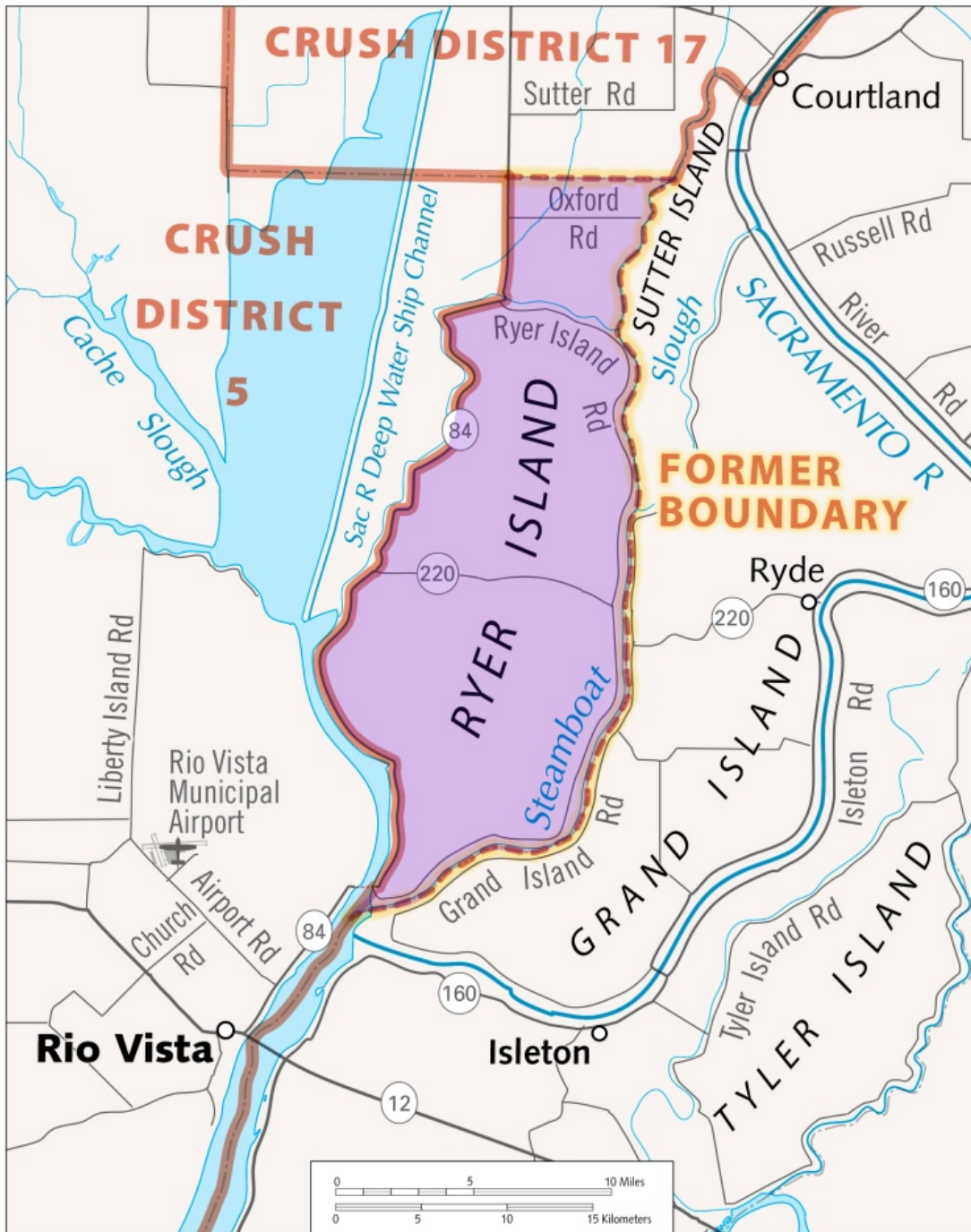


MAP AND DEFINITIONS OF CALIFORNIA GRAPE PRICING DISTRICTS



CRUSH DISTRICT BOUNDARY CHANGE DETAIL



Agency NATIONAL AGRICULTURAL STATISTICS SERVICE	Type of Instrument Memorandum of Understanding	Authority 7 CFR 2.68
Title of Project Collection and exchange of California statistical data	Agreement Number/ FAIN 58-3AEU-3-0009	Type of Action New
	Correction N	CFDA No. 10.950
	Period of Performance Start 10/01/2022	End 09/30/2027 (Reserved)
Agency Administrative Point of Contact/ ADO DIANE K STONECYPHER USDA, National Agricultural Statistics Service 1400 Independence Avenue, SW Room 5053, South Building WASHINGTON DC 20250 Phone: 202-720-0199 Fax: E-mail: diane.stonecypher@usda.gov	Total Federal Amount \$0.00	Federal Amount Obligated by This Action \$0.00
	Indirect Cost Rate 0.00%	
Agency Principal Investigator TROY MICHELE JOSHUA 1400 Independence Avenue, SW Room 5053, South Building WASHINGTON DC 20250 Phone: 609-292-6385 Fax: E-mail: troy.joshua@usda.gov	Non-Federal Entity/ Federal Agency (Legal Name and Address) FOOD & AGRICULTURE, CALIFORNIA DEPARTMENT OF 1220 N ST, Ste 400 SACRAMENTO, CA 95814-5607, USA POC: KAREN ROSS SECRETARY Phone: (916) 403-6770 Fax: E-mail: KB.R@CDFA.CA.GOV	UEI: H8ANDD5WXME7
Agency Finance Office	Non-Federal Entity/ Federal Agency Principal Investigator KAREN ROSS SECRETARY 1220 N ST, Ste 400 SACRAMENTO, CA 95814-5607, USA Phone: (916) 403-6770 Fax: E-mail: KB.R@CDFA.CA.GOV	
	Method of Payment ☐ HHS/ Payment Management System ☐ Advance Payment Authorized ☐ EFT/ Treasury Check ☐ Pre-Award Costs Authorized ☐ Agency Receives Funds ☐ UES (for FAS awards only) ☐ ASAP ☐ IPAC	

PROVISIONS

This Agreement incorporates the following:

- ☐ Statement/ Scope of Work
- ☐ Proposal
- ☐ Non-Federal Entity Proposal/ Award/ Agreement
- ☐ Research & Related Budget (Total Fed + Non-Fed) or REE-454
- ☐ Research & Related Budget or REE-455
- ☐ Prime Award attached (for subrecipients)
- ☐ Comments (REE-451, page 2)

These are available at <https://www.ars.usda.gov/afm/fmad/agreements/agreements-home/>

- ☒ Conflict of Interest Policy
- ☒ USDA Civil Rights Policy Statement
- ☒ USDA Civil Rights Poster (AD-475-C)
- ☐ REE-157 - Research Support Agreement Management Report Template

Reporting Requirements:

Submit to: ☐ Agency PI ☐ ADO ☐ Non-Federal Entity/ Federal Agency

Performance Reports

- ☐ Quarterly
- ☐ Semi-Annual
- ☐ Annual
- ☐ Final

Financial Reports

- ☐ Quarterly
- ☐ Semi-Annual
- ☐ Annual
- ☐ Final

Management Reports

- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-Annual
- ☐ Final

☐ Intellectual Property Reports (www.iEdison.gov)☐ Form SF-428-B Tangible Personal Property Report - Final ReportApplicable Regulations, Terms and Conditions, and Required Certifications (available at : <https://www.ars.usda.gov/afm/fmad/agreements/agreements-home/>)

- ☐ 2 CFR Part 200 and 2 CFR Part 400
- ☐ 7 CFR Part 550 - General Administrative Policy for Non-Assistance Cooperative Agreements, published 10/ 11/ 2016
- ☐ General Provisions, Research Support Agreement (REE-452R)
- ☐ General Provisions, Trust Fund and Reimbursable Cooperative Agreements (REE-22)
- ☐ AD-1047 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions
- ☐ AD-1048 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
- ☐ AD-1049 - Certification Regarding Drug-Free Workplace Requirements (Grants) - Alt I - For Grantees Other Than Individuals
- ☐ AD-1050 - Certification Regarding Drug-Free Workplace Requirements (Grants) - Alt II - For Grantees Who Are Individuals
- ☐ AD-1052 - Certification Regarding Drug-Free Workplace State and State Agencies
- ☒ AD-3031 - Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants
- ☐ Certification Regarding Lobbying
- ☐ REE-26 - Organization Information, Representations, Assurances & Certifications

This agreement, subject to the provisions above, is executed by the United States Department of Agriculture:

Signature HUBERT HAMER	Digitally signed by HUBERT HAMER Date: 2022.11.14 22:03:40 -05'00'	ADO Name HUBERT HAMER JR, ADMINISTRATOR, NASS	Federal Award Date 11/14/22
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By signing this agreement, the signor certifies that they are vested with the authority to enter into this agreement.

Non-Federal Entity/ Federal Agency Signature	Name and Title KAREN ROSS, SECRETARY, CDFA	Date
Non-Federal Entity/ Federal Agency Signature	Name and Title	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
NATIONAL AGRICULTURAL STATISTICS SERVICE
AND**

California Department of Food and Agriculture

NASS Agreement # 58-3AEU-3-0009M

California Department of Food and Agriculture, ("the Cooperator") and the United States Department of Agriculture, National Agricultural Statistics Service ("NASS"), hereinafter jointly referred to as "the Participants", hereby affirm their mutual interest in, and desire to broaden, cooperative research programs and exchanges. The Participants recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely cooperative financing or sharing of research activities.

The Participants also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this understanding is to be construed as interfering in any way with the basic responsibilities and authority of either party for independent action.

This Memorandum of Understanding (MOU) defines in general terms the basis for which the Participants will cooperate. Individual projects may be developed between the Participants that outline specific research projects.

ARTICLE I - PURPOSE

The purpose of this agreement is to strengthen the cooperation between the Participants in a collaborative effort to collect, analyze, and publish agricultural statistics data. To this end, the Participants agree jointly to explore and coordinate activities of NASS and the Cooperator of mutual interest that will be implemented by mutual understanding and in conformance with the regulations and policies of both Participants. This MOU will promote economy and efficiency of operations, avoid duplication of effort, and minimize response burden.

ARTICLE II - MUTUAL INTERESTS

The Participants are currently engaged in and have independent interests in data collection designed to compile statistical data as to the production, processing, and marketing of agricultural products within California. The Participants recognize the mutual benefit to be achieved through cooperative planning and execution of survey activities.

Agricultural research areas may be undertaken as mutually determined by the Participants.

NASS and the California Department of Food and Agriculture, cognizant of their basic authorities and responsibilities, recognize that the goals of the Participants' programs can be most efficiently and economically accomplished by seeking to combine their efforts.

Information collected from individual respondents or objective measurements made in the field for any data collection effort may be protected from disclosure under the provisions of the following:

- Title V (CIPSEA) of the E-Government Act of 2003, Public Law 107-347, Section 512, "Limitations on Use and Disclosure of Data and Information."
- Title 7 United States Code, Section 2276, "Confidentiality of Information."
- Title 18 United States Code, Section 1902, "Disclosure of Crop Information and Speculation thereon."

- Title 18 United States Code, Section 1905, "Disclosure of Confidential Information."
- Title 18 United States Code, Section 2072, "False Crop Reports."

ARTICLE III - SCOPE OF COOPERATION

To facilitate the cooperative research effort(s) described herein, each Participant intends to assign such members of its staff to specific projects as may be mutually determined, as well as aid in planning and developing projects of mutual interest.

ARTICLE IV - GENERAL PROVISIONS

All collaborative activities should be mutually determined by the Participants and may be described in, and subject to, individual plans of work delineating arrangements between Participants that are specific for each activity. Individual projects may be developed between the Participants which outline specific research projects. The details of future cooperative undertakings shall be planned and executed under the auspices of separate agreements between the Cooperator and NASS and shall be contingent upon the availability of appropriated funds. Outlines covering goals and objectives, working plans, research methodologies, and procedures shall be prepared jointly. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of subsequent written agreements should comply with all applicable statutes and regulations. Intellectual Property Rights shall be protected in accordance with mutually acceptable terms as defined by the future individual agreements.

Either party to this Agreement shall be free to use any of the results in its official correspondence or publications provided due credit is given to the other party for its contribution(s) to the effort. It is understood that neither party will publish any results from joint research without consulting the other. This is not to be construed as applying for popular publication of previously published technical data. Publication may be joint or independent as may be agreed upon, always giving due credit to the contributions of all participants involved in the joint effort.

In case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after 90 days' notice and submission of the proposed manuscripts to the other. In such instances the party publishing the data will give due credit to the cooperation but will assume full responsibility for publication and interpretation of results therein.

In all cases of publication, disclosure review must be submitted to NASS to ensure no individual data is divulged.

This MOU does not create any legally binding obligations between the Participants. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person. Nothing in this MOU obligates either Participant to dedicate or transfer any funds. Each party will handle and expend its own funds. All expenditures of NASS funds pursuant to this Agreement must be in accordance with NASS and Departmental statutes, rules, and regulations, and in each instance, they must be based on appropriate fiscal documents such as a lease, contract, extramural agreement, purchase order, etc. Expenditures made by the Cooperator will be according to its own governing rules and regulations.

Either party shall be free to purchase and use any equipment needed to achieve the goals of this agreement. Equipment purchased with NASS funds shall remain the property of NASS and shall be subject to removal or other disposition by NASS at any time. Equipment purchased with the Cooperator's funds shall remain the property of the Cooperator and shall be subject to removal or other disposition by the Cooperator at any time.

Cooperation under this MOU may commence from the date of the last signature and shall continue for five years, which is the maximum time allowed, unless this MOU is earlier terminated or extended through another

MOU after the 5-year period in the manner herein described. This MOU may be extended up to 5 years or revised by mutual determination of the Participants in writing. Requests for major changes should be submitted to each Participant not less than 90 calendar days prior to the proposed effective date. A Participant should endeavor to give the other Participant at least 90 calendar days' notice of its intention to end its cooperation under this MOU and the Participants should continue to work together to conclude specific cooperative activities already in progress under the appropriate agreements.

This Agreement shall, for all future individual projects / cooperative undertakings anticipated herein, supersede and replace any and all previous agreements of the same nature between the parties, pursuant to the DURATION clause of previous MOUs the parties mutually consent and agree to the previous MOUs being terminated.

Correspondence and documentation regarding this MOU should cite MOU # 58-3AEU-3-0009M. The Participants hereby designate the following as points of contact for collaboratively administering the activities to be conducted under this MOU:

Hubert Hamer, Administrator
USDA, NASS
1400 Independence Avenue, SW, Rm 5041A
Washington, DC 20250
Telephone: 202-720-2707
Email: HQOA@usda.gov

Karen Ross, Secretary
California Department of Food and Agriculture
1220 N Street, Suite 400
Sacramento, CA 95814
Telephone: (916) 403-6770
Email: kb.r@cdfa.ca.gov