

**Management Services Agreement
For the 2025-2026 Fiscal year**

1. This Management Services Agreement (“Agreement”) is entered into by and between the Administrative Committee for Pistachios (“ACP”) and the California Pistachio Research Board (“CPRB”) and is dated for convenience this 31st day of July.
2. The CPRB wishes to enter into an agreement with the ACP to provide management services for the CPRB’s 2024-2025 fiscal year, beginning on August 1, 2025, and continuing through July 31, 2026.
3. The CPRB and the ACP desire to agree in writing to the terms and conditions provided below related to management services.
4. The CPRB agrees to pay a management services fee totaling \$220,200 for the fiscal year defined above. The fee covers overhead expenses (rent, utilities, supplies, office equipment at 50%, and partial employee salaries and benefits (% of time). The fee may be payable in one lump sum due September 10, 2025, or in equal monthly installments of \$18,350.00 due on the 10th of each month to the Administrative Committee for Pistachios. The CPRB shall be operating at their own risk and the Committee is not financially liable if work begins prior to the approval of the agreement by USDA AMS.
5. The books and records, and documentation of the Administrative Committee for Pistachios, insofar as they relate to the work performed or money received under this Agreement shall be maintained in conformity with generally accepted accounting principles for a period of three (3) years from the date of final payment and are subject to inspection and audit by a representative of USDA.
6. The CPRB agrees to enter into this Agreement under which the ACP will perform the functions and duties specified below, and to perform other reasonable, legally permissible and proper duties and functions as the CPRB may from time-to-time assign. Functions and duties include, but are not limited to:
 - a. Assigning Stephen Vasquez to serve as Executive Director of the CPRB for the upcoming fiscal year
 - b. Performing liaison functions with pistachio growers, handlers, vendors, various research entities and individual researchers
 - c. Scheduling, planning and coordinating CPRB meetings and meetings of committees of the CPRB
 - d. Preparing and distributing meeting notices, including agendas, and minutes of meetings
 - e. Compiling, editing and distributing annual, interim and informational reports regarding activities funded by the CPRB
 - f. Preparing Requests for Proposals and preparing contracts for vendors and research entities
 - g. Maintaining all appropriate records and files, traveling as required, processing of travel claims and preparing correspondence.
 - h. Making arrangements for a financial audit and a set of Agreed-Upon-Procedures Compliance Audit of the financial records for the previous year. The cost of the audits to be paid by the CPRB.
 - i. Sharing of office space and equipment between CPRB and ACP as needed to provide management and administrative services to the CPRB.

7. This Agreement may be terminated by either party (with or without cause), as well as by the Secretary of Agriculture, by providing 60 days notice of intent to terminate the Agreement.
8. Should the Agreement be terminated by either party, the CPRB shall compensate the ACP for services rendered prior to the termination date but not paid for. If the CPRB has pre-paid for services to be rendered after the termination date, the ACP shall pro-rate and reimburse the fees paid by the CPRB.
9. No provision of this Agreement is intended to conflict with or amend the Memorandum of Understanding ("MOU") between the CPRB, the ACP, USDA and CDFA entered into in July of 2011. Should a conflict exist the terms of the MOU supersede this Agreement.
10. The California Pistachio Research Board (CPRB) agrees that, during the performance of this Agreement, CPRB will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, protected genetic information, or reprisal. CPRB further agrees that CPRB will fully comply with any and all applicable Federal, State and local equal employment opportunity statutes, ordinances and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, Genetic Information Act of 2008, and the Equal Pay Act of 1963. Nothing in this section shall require CPRB to comply with or become liable under any law, ordinances, regulation or rule that does not otherwise apply to CPRB.
11. The funds paid by CPRB are not to be used for the purpose of the influencing legislation and/or influencing government policy or action.

IN WITNESS WHEREOF, the representative of the CPRB and the ACP authorized to sign this Agreement shall execute this Agreement as of the date next to final signature.

CPRB Representative

Date

ACP Representative

Date