

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-98-A1

SAP Number

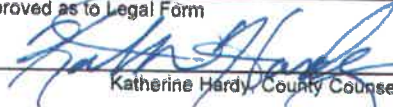
Department of Agriculture/Weight & Measures

Department Contract Representative	Roberta Willhite, Agricultural Commissioner/Sealer
Telephone Number	909-387-2117
Contractor	California Department of Food and Agriculture, PHPPS/Pest Exclusion
Contractor Representative	Loc Phan
Telephone Number	916-654-0435
Contract Term	April 30, 2019 thru June 30, 2020
Original Contract Amount	\$2,000
Amendment Amount	\$28,774
Total Contract Amount	\$30,774
Cost Center	6111401000

Briefly describe the general nature of the contract: Approve Amendment to State Revenue Agreement No. 18-0722-000-SA with the California Department of Food and Agriculture, Plant Health and Pest Prevention Services/Pest Exclusion Division, to expand the Scope of Work to include registration and renewal issuance activities to be performed by the Department of Agriculture/Weights & Measures on behalf of the State and to increase the revenue agreement by \$28,774, for a maximum reimbursement of \$30,774, for the period of April 30, 2019 through June 30, 2020.

FOR COUNTY USE ONLY

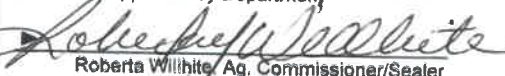
Approved as to Legal Form


Katherine Hardy, County Counsel
Date 5-5-20

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department


Roberta Willhite, Ag. Commissioner/Sealer
Date 5-5-20

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER **18-0722-000-SA**

AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF SAN BERNARDINO
2. The term of this Agreement is: **April 30, 2019 through June 30, 2020**
3. The maximum amount of this Agreement is: **\$30,774.00**
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:

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$28,774.00 for a new total not to exceed \$30,774.00.

A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is incorporated into the Agreement effective April 30, 2019.

The increase in funds is required due to the Program being new and not having actual amounts to project a Budget. The proposed funding increase is based on invoices received from April 2019 through December 2019.

Sections of the Scope of Work are hereby amended. Attached is the amended Scope of Work (9 Pages) that replaces the one in the original Agreement and is incorporated into the Agreement effective April 30, 2019.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF SAN BERNARDINO

BY (Authorized Signature)



DATE SIGNED (Do not type)

MAY 19 2020

PRINTED NAME AND TITLE OF PERSON SIGNING
Curt Hagman, Chairman

ADDRESS
777 E Rialto Avenue, San Bernardino, CA 92415-0720

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
**1220 N STREET, ROOM 120
SACRAMENTO, CA 95814**

THIS DOCUMENT IS THE PROPERTY OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO. IT IS TO BE RETURNED TO THE BOARD OF SUPERVISORS UPON REQUEST.

Scope of Work

Industrial Hemp Cultivation Program without Registration

April 30, 2019 – June 30, 2020

The Recipient agrees to enforce all laws and regulations pertaining to industrial hemp cultivation, including registration requirements, in accordance with the Memorandum of Understanding (MOU) between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association entitled "State-County Industrial Hemp Cultivation Program."

The laws and regulations pertaining to the Industrial Hemp Program are contained in Division 24 of the Food and Agricultural Code and Title 3, Division 4, Chapter 8 of the California Code of Regulations. All forms, templates, guidelines, and MOU referenced in this document are available on the PHPPS industrial hemp extranet webpage (<http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1449>).

This Agreement is inclusive of the county's Agreement to perform activities approved by the CDFA as described in the projected scope of work and budget.

Key actions to be conducted under this Agreement include:

- I. **Personnel Activities**
 - a. **Registration and Renewal Issuance**
 - b. **Enforcement Activities of Non-Registered Cultivators**
 - c. **Public Outreach Activities**
 - d. **Training of County Personnel**
- II. **Non-personnel**
 - a. **Supplies/Equipment**
 - b. **Vehicle/Mileage**
- III. **Reporting/Invoicing Reimbursement**
 - a. **Monthly Activity Report**
 - b. **Invoicing/Reimbursement**

SECTION 1: PERSONNEL ACTIVITIES

a. **Registration and Renewal Issuance**

Activities listed in this section are reimbursable under this Agreement beginning on June 12, 2019.

The County agrees to perform the following in accordance with CDFA's guidelines:

- Provide the Industrial hemp application for registration, renewal, and registration amendments to interested parties.
- Collect the registration fees along with the applications for registration and renewal.
- Mail the registration/renewal fees collected along with the Payment Submission Form to the CDFA (1220 N Street, Sacramento, CA 95814, ATTN: Cashier – 85700CS004 or P.O. Box 942872, Sacramento, CA 94271-2872, ATTN: Cashier – 85700CS004) using a

trackable mailing service for deposit into the Agriculture Fund within 15 days of collection.

- Submit an electronic copy of the payment submission form to hempreporting@cdfa.ca.gov.
- Review and verify the registration application and supporting documents, per CDFA's guidelines to ensure that all required information has been provided for registration, renewal, or registration amendment.
- Confirm that all approved cultivars listed on the registration application for growers meets the requirements outlined in Section 4920, in Title 3 of the California Code of Regulations.
- Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all the approved sites, cultivars, and amendments for industrial hemp cultivation to the applicants that have met the registration requirements.
- After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA (hempreporting@cdfa.ca.gov) within 10 days.
- Maintain registration records for a minimum of 3 years from the date of collection.

b. Enforcement Activities of Non-Registered Cultivators

The County agrees to perform the following:

- Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.
- Investigate non-compliance issues of non-registered cultivators.
- Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators in accordance to Division 24 of the California Food and Agricultural Code and Title 3, Division 4, Chapter 8 of the California Code of Regulations.
- Notify the CDFA of enforcement activities of non-registered cultivators.

c. Public Outreach Activities

The County agrees to perform the following:

- Respond to public inquiries, such as phone calls and emails, regarding the industrial hemp registration process.
- Develop educational materials, publications, and resources related to local industrial hemp cultivation requirements for distribution.
- Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

d. Training of County Personnel

The County agrees to perform the following:

- Provide training for personnel to perform the following tasks pertaining to registration: reviewing and approving registration, compiling registration information, providing registration correspondence, and forwarding information related to registration to the CDFA.

- Provide training for personnel to perform the following tasks pertaining to sampling: reviewing preharvest reports, verifying registration information for approval, demonstrating sampling techniques for THC testing, reviewing test results, reviewing harvest/destruction reports, and forwarding information related to cultivation to the CDFA.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

Supplies and equipment can be invoiced under this Agreement.

b. Vehicle/Mileage

Mileage can be invoiced under this Agreement.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT

a. County Monthly Report

The County must submit a County Monthly Report and Supplemental along with an invoice, using the provided template, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Monthly Report shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Monthly Reports will not be accepted and will be returned to the County for corrections prior to processing the invoice.

b. Invoicing/Reimbursement

The county must submit a monthly invoice, using the provided template on county letterhead, to the CDFA no later than 30 days after the end of the coinciding reporting period. The invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out invoices will not be accepted and will be returned to the County for corrections prior to processing.

County Letterhead

Date _____

To: Industrial Hemp Program
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street
Sacramento, CA 95814

County of _____
Cooperative Agreement Number 18- XXXX-XXX- SA
Fiscal Year XX/XX
Invoice for Period from XX/XX/XXXX to XX/XX/XXXX
Invoice Number _____

Personnel Services			
Name/Classification	Hours Worked	Salary including Benefits per hour	Total
			\$
			\$
			\$
Total Personnel Services Cost			\$

Supplies		
Item Description	Total	
	\$	
	\$	
	\$	
Total Supplies Cost		\$

Vehicle Mileage		
Total Mileage	Reimbursement Rate	Total
	\$0.58	\$
	\$0.58	\$
	\$0.58	\$
Total Travel Cost		\$

Total Personnel Services:	
Total Overhead Cost (up to 25% of Total Personnel Services):	
Total Supplies Cost:	
Total Travel Cost:	
Grand Total:	Not to exceed agreement amount

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

Signature Block

(Original Signature), (Title)



**INDUSTRIAL HEMP
 COUNTY MONTHLY REPORT**

COUNTY:	MONTH/YEAR:
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A. REGISTRATION ACTIVITIES				
TYPE	NEW LICENSES	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF REGISTRANTS				
VETERAN EXEMPT REGISTRANTS				
TOTAL HOURS FOR SECTION A				0

B. ENFORCEMENT ACTIVITIES				
ACTIVITY	REGISTERED PLANTINGS		NON-REGISTERED PLANTINGS	
	NUMBER	HOURS	NUMBER	HOURS
Cultivation Complaints				
Sampling				
Site Inspections				
Harvest Confirmation				
Destruction Confirmation				
TOTAL HOURS FOR SECTION B				0

C. PROGRAM SUPPORT ACTIVITIES (Staff Training, Local Public Outreach, and etc.)	
ACTIVITY	HOURS
TOTAL HOURS FOR SECTION C	
0	

D. COMMENTS

TOTAL ACTIVITY HOURS (ADD TOTAL HOURS FOR SECTIONS A, B, C)	0
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SUPPLEMENTAL SHEET TO
 INDUSTRIAL HEMP COUNTY MONTHLY REPORT

CDFA USE ONLY	
APPROVED BY:	
ENFORCEMENT REIMBURSEMENT:	
PROGRAM SUPPORT REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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REGISTRATION					
CLASSIFICATION	NUMBER OF EMPLOYEES IN CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

ENFORCEMENT ACTIVITIES					
CLASSIFICATION	NUMBER OF EMPLOYEES IN CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

PROGRAM SUPPORT ACTIVITIES					
CLASSIFICATION	NUMBER OF EMPLOYEES IN CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

INDUSTRIAL HEMP COUNTY MONTHLY REPORT
 (Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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SUPPLIES AND EQUIPMENT			
SUPPLIES	ACTIVITY	PURCHASE DATE	COST
TOTAL COST:			0

TRAVEL MILEAGE						
LICENSE PLATE #	ACTIVITY	DATE	START MILEAGE	END MILEAGE	TOTAL MILEAGE	COST
TOTAL MILEAGE:			0.00	TOTAL COST:		0

GRAND TOTAL:	0.00
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INSTRUCTIONS FOR INDUSTRIAL HEMP COUNTY MONTHLY REPORT

Industrial Hemp Cultivation Report - Submit Monthly

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

Section A. Registration Activities

Report in this section the number of applicants whom applied for or renewed the registration for industrial hemp cultivation and the actual number of registrants whom are issued a registration number. All time spent by the county personnel to provide registration will be indicated in the last column. Registration will include reviewing the application for the registration of industrial hemp cultivation, collecting registration fees, entering application information, verifying application information, and issuing registration number.

Section B. Enforcement Activities

Report in this section the time spent by county personnel in enforcement activities for registered and non-registered plantings and the number of occurrences for each activity. Enforcement activities include but are not limited to investigation of public complaints, site inspections, sampling, harvest confirmation, and destruction confirmation.

Any enforcement activities regarding non-registered plantings must be entered into the supplemental sheet for the workplan. In the supplemental sheet, list all county personnel's classifications along with the average salary and benefit per hour and provide the total hours worked for all personnel of the same classification.

All travel mileage for enforcement activities should be entered in the supplemental sheet for the workplan.

Section C. Program Support Activities

Report in this section the time spent by county personnel on program support activities, such as developing educational and outreach materials pertaining on local laws and regulations regarding to industrial hemp and training of staff on industrial hemp registration and inspection.

Section D. Comments

Use this section to report any additional information regarding industrial hemp cultivation related activities, which is pertinent but not reported in the sections above.

BUDGET

County: San Bernardino
April 30, 2019 - June 30, 2020

Industrial Hemp Program
California Department of Food and Agriculture

TOTAL

PERSONAL SERVICES

Personnel:

Assistant Agricultural Commissioner	\$13,399
Deputy Agricultural Commissioner	\$6,311

Fringe Benefits:

Assistant Agricultural Commissioner	\$8,194
Deputy Agricultural Commissioner	\$2,870

TOTAL	\$30,774
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OPERATING EXPENSES & EQUIPMENT

(TRAVEL)	\$0
(EQUIPMENT)	
(SUPPLIES)	\$0
(CONTRACTUAL)	
(OTHER)	

TOTAL	\$0
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INDIRECT COSTS (TOTAL PERSONAL SERVICES @ THE FOLLOWING RATE)

(Total Personal Services @ the Following Rate
must not exceed 25%:)

0%	\$0
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TOTAL BUDGET

\$30,774