State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2022)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
22-1120-000-SA

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

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

RECIPIENT'S NAME
COUNTY OF SAN BERNARDINO

2. The Agreement Term is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $17,754.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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
?	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
777 East Rialto Avenue, San Bernardino, California 92415-0720

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
?	

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

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

Project Title: Nursery Inspection Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kristina Weber	Name:	Angela Godwin
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of San Bernardino
Address:	1220 N Street	Address:	777 E Rialto Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Bernardino, CA 92415
Phone:	916-654-0435	Phone:	909-387-2117
Email Address:	kristina.weber@cdfa.ca.gov	Email Address:	awm@awm.sbcounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Michael Paule	Name:
Division/Branch:	PHPPS / Pest Exclusion	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-738-9967	Phone:
Email Address:	michael.paule@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

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

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work

The amount payable shall not exceed the total agreement dollar amount outlined within this agreement. Recipient shall be paid on a per acre basis for inspection and reinspection at a rate of $24.59 per reimbursable acre.

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff).

Recipient is expected to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments.

Recipient is expected to submit Quarterly Invoices and all supporting documentations within 30 days of the conclusion of each quarter. All invoice payments shall be made quarterly, in arrears, upon submission and approval of an itemized invoice which includes Report Number 7 Summary and Supplement Forms (see attached sample invoice, Report Number 7). Recipient shall submit the itemized invoice on County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov.

A Final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. Recipient is expected to clearly mark final invoice with "Final Invoice", thus indicating that all payment obligations from CDFA under this Agreement have ceased and that no further payments are due or outstanding. Please allow 6-8 weeks for processing of payments. Any encumbered funds remaining on the contract agreement after the final invoice has been processed, will be disencumbered on the 31st day of October or the next business day.

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine

compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance. These inspections must be indicated under ‘Reinspection for Noncompliance’ on Supplement 3 form. Indicate only the acreage that was reinspected and include the time spent conducting the reinspection. All reinspection activities are to be documented using the Supplement 3 form of the Report 7 (See attached sample Supplement 3).

County Letterhead

Date: _____

To: Michael Paule
California Department of Food and Agriculture
Pest Exclusion Branch, Nursery Services
1220 N Street, Room 221
Sacramento, CA 95814

County of _____

Cooperative Agreement Number 22- XXXX-XXX- SA

Fiscal Year 22/23

Invoice for_____Quarter

Invoice Number_____

Invoice(s) must be accompanied by Report 7 Summary and Supplemental Page(s).

Please submit Invoices and Report 7 Quarterly.

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	100 Acres X	$24.59 =	$2,459.00
Type 2 and 4 Acres = (includes re-inspection acres)	100 Acres /4 = 25 X	$24.59 =	$614.75
Enforcement Activities =	Reference Case ID #	Up to $35 an hour	$0.00
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License = RENEWAL Nursery License =	2 X 1 X	$75.00 each license = $75.00 each license =	$150.00 $75.00
		Total Invoiced	**$3,298.75**

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

Signature Block

_____
(Original / Electronic Signature and Title)

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057 (Rev. 06/22)

REPORT NUMBER 7

NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:

A. NURSERY INSPECTIONS

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION - WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL and WHOLESALE				
- TRACE F/B REINSPECTIONS				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES

TYPE	NEW LICENSES	RENEWALS		HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

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

ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

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

ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

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

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

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

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:				

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER)	

SIGNATURE:	TITLE:	DATE:

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

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTU
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)

SAMPLE BILLING

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

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	20-XXXX-XXX-SA	July - June 2020-2021

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2020	10	3	20	
XYZ Nursery	D2345.G01	3/28/2020	100			
UMBER OF LOCATIONS INSPECTE		TOTAL ACRES:	110.00	3.00	20.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
Exclude retail only nurseries			

SIGNATURE:	TITLE:	DATE:

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

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 2 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		**TOTAL ACRES:**	**0.00**	**0.00**	**0.00**	

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

*** Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 3 (Rev. 06/22)

REPORT NUMBER 7

(Supplemental Sheet 3)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

REINSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE 1st Inspection	DATE 2nd Inspection	NO. OF ACRES REINSPECTED		
				TYPE 1*	TYPE 2*	TYPE 4*
NO. LOCATIONS INSPECTED:			TOTAL ACRES:			

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

*** Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

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

Section A. Nursery Inspections

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

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

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

Section B. Licensing Activities

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

Section C. Enforcement Actions

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

Section D. Program Support Activities

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

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

County of San Bernardino
FY 22/23

Budget

The amount payable under this agreement shall not exceed $17,754.00 (rounded to the nearest dollar) based on 722 reimbursable acres as reported by the Recipient. Recipient shall be paid on a per acre basis for inspection and reinspection activities at a rate of $24.59 per reimbursable acre.

Acres:	722
Reimbursement Rate:	**$24.59**
	$17,754.00

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance.