

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 1/2026)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
24-0827-017-SG

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 SANTA BARBARA
2.

The Agreement Term is: February 1, 2026 through January 31, 2028
3.

The maximum amount of this Agreement is: \$25,000.00
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: Prime Award 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 Legal Name)
COUNTY OF SANTA BARBARA

BY (Authorized Signature) 	DATE SIGNED 6/29/2026 10:37 AM PDT
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PRINTED NAME AND TITLE OF PERSON SIGNING
Bob Nelson, Chair

ADDRESS
263 Camino Del Remedio, Santa Barbara, CA 93110-1335

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) 	DATE SIGNED
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PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, SUPERVISOR I, OFFICE OF GRANTS ADMINISTRATION
ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

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Recipient and Project Information

Exhibit B: General Terms and Conditions

5 Page(s)

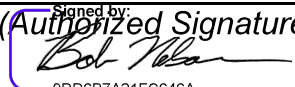
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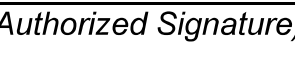
BY (Authorized Signature)  9DD6B7A21FC646A...	DATE SIGNED 6/29/2026 10:37 AM PDT
--	---

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Bob Nelson, Chair

ADDRESS
263 Camino Del Remedio, Santa Barbara, CA 93110-1335

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) 	DATE SIGNED
--	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, SUPERVISOR I, OFFICE OF GRANTS ADMINISTRATION
ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A**PRIME AWARD INFORMATION**

Awarding Agency:	California Department of Fish and Wildlife
Award Identification Number:	Q2491206
Award Date:	February 20, 2025
Amount Awarded to CDFA:	\$4,786,100.00
Effective Dates for CDFA:	February 28, 2025 through February 27,2028
Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will monitor and inspect hemp cultivation sites to ensure compliance with all relevant hemp laws and regulations, as well as oversee the regulatory enforcement activities related to the cultivation of industrial hemp.

Project Title: Evaluation and Remediation of Illegal Hemp Cultivation

- 2.The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Brenda Lanini	Name: Jose Chang
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Santa Barbara
Address: 1220 N Street	Address: 263 Camino Del Remedio
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Santa Barbara, CA 93110-1335
Phone: 916-307-1775	Phone: 805-681-5600
Email Address: brenda.lanini@cdfa.ca.gov	Email Address: agcommissioner@countyofsb.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jasmine Minhas	Name:
Division/Branch: PHPPS / Pest Exclusion	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-698-1151	Phone:
Email Address: jasmine.minhas@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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

24. 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.

25. 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. To the extent allowed by law, CDFA determines 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.

26. 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.

27. 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
Evaluation and Remediation of Illegal Hemp Cultivation
2/1/2026 – 01/31/2028**

The County agrees to perform the Evaluation and Remediation of Illegal Hemp Cultivation (ERIHC) Program monitoring and inspection activities in alignment with the Memorandum of Understanding (MOU) between California Department of Food and Agriculture and California Agricultural Commissioners and Sealers Association entitled State-County Cooperative Industrial Hemp Cultivation Program.

All reports, templates and MOU referenced in this document are available from CDFA.

The County must submit a County ERIHC Report and Supplemental documentation (Attachment 1) along with an Invoice (Attachment 2), to CDFA no later than 14 days after the end of each month. A fillable Excel version of the invoice template is available upon request from the ERIHC Program. The ERIHC Report and 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: ERIHC Program

Or ERIHC@cdfa.ca.gov

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

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 (Attachment 3). The invoicing cannot exceed more than \$25,000 without the amendment of the agreement with CDFA.

Key activities to be conducted under this Agreement include:

I. Personnel Activities

- a. Site inspections**
- b. Enforcement Activities of Non-Compliant Plantings by Registered Cultivators**
- c. Training**

II. Non-personnel

- a. Supplies/Equipment**
- b. Vehicle/Mileage**

III. Reporting/Invoicing

Scope of Work
Evaluation and Remediation of Illegal Hemp Cultivation
2/1/2026 – 01/31/2028

Section I: Personnel Activities

a. Site Inspections

1. Inspect, and monitor all cultivation sites to ensure compliance with all relevant hemp laws and regulations as required by CDFA.
2. Reinspect at least 60% of all cultivation sites and conduct these secondary inspections before any pre-harvest sampling as required for harvest to occur.
3. Reinspect and monitor any cultivation site related to a notice of violation or a corrective action plan before the harvest window.
4. For samples submitted to CDFA's Center for Analytical Chemistry reach out to ERIHC staff for preapproval and send all approved samples along with the appropriate documents to the lab.
5. Report any general compliance issues to CDFA, the appropriate regulatory agency and/or ERIHC staff as required by CDFA.

b. Enforcement Activities of Non-Compliant Plantings by Registered Cultivators

1. Oversee the regulatory enforcement activities related to the cultivation of industrial hemp.
2. Investigate non-compliance issues.
3. Investigate all complaints of violations of state industrial hemp laws and regulations.
4. Issue notice of violations and require a corrective action plan, if needed.
5. Monitor cultivation sites and identify locations that require destruction.
6. Use of an external vendor for cleanup with the approval of CDFA is reimbursable.
7. Notify CDFA of enforcement activities and forward all notices of violations to CDFA within 10 calendar days.
8. Coordinate with local law enforcement, as necessary, to take appropriate enforcement action regarding industrial hemp cultivation within the county.
9. Coordinate with state and local agencies on investigation enforcement and outreach.

c. Training

1. Attend required training to ensure standardization of processes related to inspection, monitoring, and enforcement activities.
2. Attend outreach public meetings for ERIHC.

Section II: Non-Personnel

a. Supplies/Equipment

Supplies and equipment to investigate, remediate, and monitor the noncompliant grows and sampling time for noncompliant hemp samples is reimbursable and can be invoiced under this Agreement with pre-approval of

Scope of Work
Evaluation and Remediation of Illegal Hemp Cultivation
2/1/2026 – 01/31/2028

CDFA. The maximum purchase of a single piece of equipment cannot exceed \$5,000.

b. Vehicle/Mileage

Vehicle mileage reimbursement rate guidelines will follow the current federal reimbursement rate.

Section III: Reporting/Invoicing

Monthly Reports will include data and metrics from the period related to inspections, test results, meetings, trainings, outreach, and coordination activities with other agencies:

- a.** Reimbursable expenses include personnel, travel, and supplies to investigate, remediate, and monitor the noncompliant grows. Sampling time for noncompliant hemp samples is reimbursable
- b.** Document and maintain all records using standard procedures and practices related to hemp cultivation monitoring, inspection and enforcement activities.
- c.** Invoices must include, at a minimum:
 - 1. Activities and tasks performed and/or completed
 - 2. A summary of progress to date, including progress since the last report
 - 3. Invoice of costs incurred during the subject period,
 - 4. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems.
- d.** All reporting must be submitted by the 14th day of the following month to the ERIHC Program at ERIHC@cdfa.ca.gov. Invoicing and Reporting is to be reported to CDFA on the invoice and reporting templates provided by CDFA.

Scope of Work
Evaluation and Remediation of Illegal Hemp Cultivation
2/1/2026 – 01/31/2028

Audit:

The County agrees that California Department of Food and Agriculture, California Department of Fish and Wildlife, Department of Finance, Department of General Services, and California State Auditor's Office for a period of three (3) years after final payment under the Agreement shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. The County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The County agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

Right to Terminate:

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFA shall reimburse the County for all allowable and reasonable costs incurred by the County for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFA, the County shall make reasonable efforts to limit any outstanding financial commitments.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Rev. 02/26



COUNTY ERIHC REPORT

COUNTY:	MONTH/YEAR:	AGREEMENT:	Q2491206
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A. SITE INSPECTIONS			
ACTIVITY	CDFA APPROVAL DATE (Sampling only)	NUMBER	HOURS
NUMBER OF INITIAL ANNUAL INSPECTIONS			
number of compliant inspections conducted			
number of non-compliant inspections conducted			
NUMBER OF FOLLOWUP COMPLIANCE INSPECTIONS			
SAMPLING FOR ENFORCEMENT PURPOSES TO SUBMIT TO CDFA'S CENTER FOR ANALYTICAL CHEMISTRY			
TOTAL HOURS FOR SECTION A			0

B. ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY REGISTERED CULTIVATORS			
ACTIVITY	CDFA APPROVAL DATE (External Vendor use only)	NUMBER	HOURS
COMPLIANCE ISSUES			
number of notice of violation(s) issued			
INVESTIGATION OF COMPLAINTS			
DESTRUCTION/CLEANUP			
USE OF EXTERNAL VENDOR FOR CLEANUP			
COORDINATION WITH LAW ENFORCEMENT			
COORDINATION WITH STATE AND LOCAL AGENCIES			
TOTAL HOURS FOR SECTION B			0

C. ADMINISTRATIVE ACTIVITIES		
ACTIVITY	NUMBER	HOURS
COMPILING AND SENDING ERIHC DOCUMENTATION TO CDFA		
TOTAL HOURS FOR SECTION C		0

D. TRAINING			
ACTIVITY	DATE ATTENDED	NUMBER	HOURS
ATTEND CDFA PROVIDED TRAINING			
ATTEND PUBLIC OUTREACH MEETING FOR ERIHC			
TOTAL HOURS FOR SECTION D			0

E. COMMENTS	

TOTAL ACTIVITY HOURS (ADD TOTAL HOURS FOR SECTIONS A, B, C, D)	0
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0.00

INSTRUCTIONS FOR COUNTY ERIHC REPORT

County ERIHC 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.*

The County must submit a County ERIHC Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 14 days after the end of the coinciding reporting period. The County ERIHC Report and 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/ERIHC Program

Or CDFA.PHPPS_PEB_ERIHC@cdfa.ca.gov

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

Section A. Site Inspections

Report in this section the number of initial annual inspections conducted, number of followup compliance inspections, and enforcement sampling completed. Separate the total number of initial annual inspections into the number of compliant (no violations observed, all standards have been met) inspections and non-compliant (one or more violations observed) inspections conducted. Report all time spent by the county personnel to conduct inspections or collecting of samples for enforcement purposes to submit to the CDFA's Center for Analytical Chemistry will be indicated in the last column. Do not fill in greyed in fields.

On the supplemental sheet, list all county personnel's name and classifications along with the their salary and benefit per hour and provide the total hours worked for each county personnel.

Section B. Enforcement Activities of Non-Compliant Plantings

Report in this section the time spent by county personnel in enforcement activities for non-compliant plantings by registered cultivators and the number of occurrences for each activity. Enforcement activities include but are not limited to investigation of public complaints, site inspections, and destruction confirmation. Include number of notices of violation(s) issued as a break out data point from enforcement activities. Do not fill in greyed in fields.

Any enforcement activities regarding non-compliant plantings by registered cultivators must be entered into the supplemental sheet. In the supplemental sheet, list all county personnel's name and classifications along with the their salary and benefit per hour and provide the total hours worked for each county personnel.

All supplies and travel mileage related to the enforcement activities should be entered in the supplemental sheet under Supplies and Equipment and Travel Mileage.

Section C. Administrative Activities

Report in this section activities that include noticing the CDFA of enforcement activities, enforcement sampling requests, and forwarding the supporting documents (Inspection Reports, Notices of Violation, and Corrective Action Plans) to the CDFA (CDFA.PHPPS_PEB_ERIHC@cdfa.ca.gov) within 10 calendar days upon completion.

Section D. Training

Report in this section activities related to the attendance of either the CDFA provided training or public outreach meetings for ERIHC.

Section E. Comments

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

Invoice Template

Date

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

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

A. PERSONNEL SERVICES (Ensure that all personnel are described in the project)			
Project Role	Hours	Rate	CDFW Requested Amount
Investigating and inspecting sites of concern	0.00	\$ -	\$ -
Collecting Samples	0.00	\$ -	\$ -
Remediating, monitoring, and reporting sites of concern	0.00	\$ -	\$ -
Attend trainings and meetings	0.00	\$ -	\$ -
<Insert or delete line items as needed>			
Subtotal Personnel Services			\$ -
Staff Benefits			\$ -
SUBTOTAL A : PERSONNEL SERVICES			\$ -
B. GENERAL OPERATING EXPENSES			
Collection and shipping and handling expenses			\$ -
Travel (mileage, vehicle)			\$ -
Inspection Supplies			\$ -
<Insert or delete line items as needed>			
SUBTOTAL B : OPERATING EXPENSES: GENERAL			\$ -
C. INDIRECT CHARGES			
		Indirect Rate	
Indirect Charges = (Subtotal A + Subtotal B) * (Indirect Rate)		10%	\$ -
SUBTOTAL C : INDIRECT CHARGES			\$ -
D. SUBCONTRACTORS			
(Subcontractors of Subcontractors do not need a separate Subcontractor Budget completed)			
			\$ -
			\$ -
			\$ -
<Insert or delete line items as needed>			
SUBTOTAL D : OPERATING EXPENSES: SUBCONTRACTORS			\$ -
E. GRAND TOTAL (A + B + C + D)			\$ -
F. JUSTIFICATION			
(Explain the how the cost for each item was estimated, why it is necessary for the project. Attach additional pages if more space is needed.)			

Signature Block

(Original Signature), (Title)

Remit To:
County of _____
Address line 1
Address Line 2
Address line 3

Attachment 3

Budget
Evaluation and Remediation of Illegal Hemp Cultivation
2/1/2026 through 1/31/2028

Expense Category	Amount
Personnel Services	\$ 20,607.00
Operational Cost	
Travel (a)	\$ 1,120.00
Equipment	\$ 500.00
Supplies	\$ 500.00
Total Operational Cost	\$ 2,120.00
Subcontractor	\$ -
Subtotal	\$ 22,727.00
Indirect Costs (10%) (b)	\$ 2,273.00
Grant Agreement Total (c):	\$ 25,000.00

(a) Current Federal mileage rate is at 0.70 cents per mile

(b) Indirect is 10% of Personnel Services + General Operation Expenses

(c) The budget for current FY cannot exceed more than \$25,000 without the amendment of the agreement with CDFA.

Changes to the Budget must be requested in writing to CDFA Grant
 Administrative Contact no less than thirty (30) days prior to the requested
 implementation date.