

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.8**  
(ID # 25840)

**MEETING DATE:**  
Tuesday, September 17, 2024

**FROM :** AGRICULTURAL COMMISSIONER

**SUBJECT:** AGRICULTURAL COMMISSIONER: Ratify and Approve Cooperative Agreement No. 24-0425-000-SA with California Department of Food and Agriculture for the Industrial Hemp Program effective July 1, 2024 through June 30, 2026. All Districts. [\$54,200 Total Cost - State Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Cooperative Agreement No. 24-0425-000-SA with the California Department of Food and Agriculture for the Industrial Hemp Program, effective July 1, 2024 through June 30, 2026, in the amount of \$54,200;
2. Authorize the Chair of the Board of Supervisors to sign the agreement on behalf of the County; and
3. Authorize the Agricultural Commissioner, or her designee, to sign any certifications, assurances, reports or other documents required by the California Department of Food and Agriculture related to the above-mentioned agreement, as approved by County Counsel.

**ACTION:Policy**

*Delia Cioc*

Delia Cioc, Assistant Agricultural Commissioner. 8/21/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: September 17, 2024  
xc: Agric. Comm.

Kimberly A. Rector  
Clerk of the Board

By: *Maamy L.*  
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 27,100	\$ 27,100	\$ 54,200	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 and 25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This agreement is entered into with the California Department of Food and Agriculture for the County to enforce laws and regulations pertaining to industrial hemp cultivation, including registration requirements, in accordance with the Memorandum of Understanding between the California Department of Food and Agriculture and the California Agricultural Commissioner's and Sealers Association. Revenue from this source was previously included in the Agricultural Commissioner's FY 24/25 budget request.

**Impact on Residents and Businesses**

Residents and businesses will be positively impacted through uniform and consistent statewide enforcement of Industrial Hemp laws and regulations.

**Contract History and Price Reasonableness**

This is a 2-year agreement, and the fourth year the Agricultural Commissioner's Office is entering into an agreement with the California Department of Food and Agriculture for hemp activities.

**ATTACHMENTS:**

**Attachment A:** **Cooperative Agreement No. 24-0425-000-SA with California Department of Food and Agriculture**

 Jason Farin, Principal Management Analyst 9/12/2024

 Aaron Gettis, Chief of Deputy County Counsel 9/5/2024

# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, September 17, 2024, that the Chair is authorized and directed to execute on behalf of said County the Cooperative Agreement No. 24-0425-000-SA between Riverside County and the California Department of Food and Agriculture (CDFA) providing for: Industrial Hemp Program.

## ROLL CALL:

Ayes: Jeffries, Washington, Perez, and Gutierrez

Nays: None

Absent: Spiegel

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY:  \_\_\_\_\_

Deputy

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

<b>AGREEMENT NUMBER</b>
<b>24-0425-000-SA</b>

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 RIVERSIDE**

2. The Agreement Term is: July 1, 2024 through June 30, 2026

3. The maximum amount of this Agreement is: \$54,200.00

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 Legal Name)

**COUNTY OF RIVERSIDE**

FORM APPROVED COUNTY COUNSEL

BY:  **BRADEN J. HOLLY** 9/5/24  
DATE

BY (Authorized Signature)



DATE SIGNED

9/17/2024

PRINTED NAME AND TITLE OF PERSON SIGNING

**CHUCK WASHINGTON** CHAIR, BOARD OF SUPERVISORS

ATTEST:

**KIMBERLY A. RECTOR**, Clerk

ADDRESS

Post Office Box 1089, Riverside, CA 92502-1089

By   
DEPUTY

**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, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

LB

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

- 1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Grant recipient will register interested industrial hemp cultivators and enforce all laws and regulations pertaining to industrial hemp. This will help prevent any non-compliant plantings from entering the marketplace as industrial hemp.

Project Title: Industrial Hemp Cultivation Program

- 2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Natalie Jacuzzi	Name: Delia Jimenez Cioc
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Riverside
Address: 1220 N Street, Room 220	Address: Post Office Box 1089
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside, CA 92502-1089
Phone: 916-518-3283	Phone: 951-955-3022
Email Address: natalie.jacuzzi@cdfa.ca.gov	Email Address: agdept@rivco.org

- 3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Natalie Jacuzzi	Name: Erik Downs
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Riverside
Address: 1220 N Street, Room 220	Address: P.O. Box 1089
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Riverside, CA 92502
Phone: 916-518-3283	Phone: 951-955-3004
Email Address: natalie.jacuzzi@cdfa.ca.gov	Email Address: edowns@rivco.org

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.

**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](mailto: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.

Office of the Controller and Public Resources **EXHIBIT C** Office of the Controller and Public Resources  
**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**

**Industrial Hemp Cultivation Program with Registration**

**July 1, 2024 – June 30, 2026**

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 (CCR). 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>).

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp 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 Program

Or [hempreporting@cdfa.ca.gov](mailto:hempreporting@cdfa.ca.gov)

Incomplete or incorrectly filled out County Hemp 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.

**Key activities to be conducted under this Agreement include:**

- I. **Personnel Activities**
  - a. **Registration and Renewal Issuance**
  - b. **Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators**
  - c. **Administrative Activities**
  - d. **Public Outreach Activities**
- II. **Non-personnel**
  - a. **Supplies/Equipment**
  - b. **Vehicle/Mileage**

**Scope of Work**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

**SECTION 1: PERSONNEL ACTIVITIES**

**a. Completed Registration and Renewal Issuance**

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

1. Provide the industrial hemp application for registration, renewal, and registration amendments to interested parties.
2. Collect the registration/renewal fees if applicable along with the applications for registration and renewal.
3. 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.
4. Submit an electronic copy of the payment submission form to [hempreporting@cdfa.ca.gov](mailto:hempreporting@cdfa.ca.gov).
5. Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program
6. 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 within 30 calendar days from the application submission date
7. Confirm cultivars listed on the registration application for growers meet the requirements outlined in 3 CCR Section 4920.
8. Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all of the approved key participants, cultivation sites, cultivars, variety development plans, research plans, and amendments to the applicants that have met the registration requirements.
9. After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA ([hempreporting@cdfa.ca.gov](mailto:hempreporting@cdfa.ca.gov)) within 10 calendar days.
10. Maintain registration records for a minimum of 3 years from the date of collection.

Reimbursement of activities related to the issuance of registrations, renewals and amendments is contingent on the completion of these activities. After initiation of the registration process, Program will allow a grace period for up to three months to complete registration activities. After three months, no reimbursements will be provided until the renewal or registration process is completed.

**Scope of Work**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

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

The County agrees to perform the following:

1. Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.
2. Investigate non-compliance issues pertaining to non-registered cultivators.
3. Issue a notice of violation and require a corrective action plan from the non-registered cultivators.
4. Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators.
5. Notify the CDFA of enforcement activities of non-registered cultivators and forward all notices of violations to CDFA within 10 calendar days upon completion (hempreporting@cdfa.ca.gov).

**c. Administrative Activities**

1. Compiling and forwarding the supporting documents (planting reports, sample analysis request forms, harvest reports, and Corrective Action Plans) to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days upon completion.
2. Notify the CDFA of enforcement activities of registered cultivators and forward all notices of violations to CDFA within 10 calendar days upon completion (hempreporting@cdfa.ca.gov).
3. Forward all necessary documents for end of year data requirements from CDFA and United States Department of Agriculture

**d. Public Outreach Activities**

The County agrees to perform the following:

1. Develop educational material, publications, and resources related to local industrial hemp cultivation requirements for distribution.
2. Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

Reimbursement of activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

**SECTION 2: NON-PERSONNEL**

**a. Supplies/Equipment**

Supplies and equipment related to activities listed can be invoiced under this Agreement.

**Scope of Work**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

**b. Vehicle/Mileage**

Mileage related to activities listed can be invoiced under this Agreement.

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

**AGREEMENT NUMBER**  
**24-0425-000-SA**

- 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 RIVERSIDE**
- The Agreement Term is: July 1, 2024 through June 30, 2026
- The maximum amount of this Agreement is: **\$54,200.00**
- 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

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS  
2024 SEP 3  
AM 11:04

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

RECIPIENT'S NAME (Organization's Legal Name)  
**COUNTY OF RIVERSIDE**

FORM APPROVED COUNTY COUNSEL  
BY: BRADEN J HOLLY 9/5/24  
DATE

BY (Authorized Signature)  
Chuck Washington 9/17/2024  
DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING  
**CHUCK WASHINGTON** CHAIR, BOARD OF SUPERVISORS

ATTEST:  
**KIMBERLY A. RECTOR, Clerk**

ADDRESS  
Post Office Box 1089, Riverside, CA 92502-1089

By [Signature]  
DEPUTY

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)  
Andrea Perkins Digitally signed by Andrea Perkins  
DATE SIGNED  
Date: 2024.09.26 09:03:56 -07'00'

PRINTED NAME AND TITLE OF PERSON SIGNING  
**ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

LB



**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
 Grant recipient will register interested industrial hemp cultivators and enforce all laws and regulations pertaining to industrial hemp. This will help prevent any non-compliant plantings from entering the marketplace as industrial hemp.

Project Title: Industrial Hemp Cultivation Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Natalie Jacuzzi	Name:	Delia Jimenez Cioc
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Riverside
Address:	1220 N Street, Room 220	Address:	Post Office Box 1089
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-518-3283	Phone:	951-955-3022
Email Address:	natalie.jacuzzi@cdfa.ca.gov	Email Address:	agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Natalie Jacuzzi	Name:	Erik Downs
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Riverside
Address:	1220 N Street, Room 220	Address:	P.O. Box 1089
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502
Phone:	916-518-3283	Phone:	951-955-3004
Email Address:	natalie.jacuzzi@cdfa.ca.gov	Email Address:	edowns@rivco.org

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](mailto: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**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

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 (CCR). 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>).

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp 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 Program

Or [hempreporting@cdfa.ca.gov](mailto:hempreporting@cdfa.ca.gov)

Incomplete or incorrectly filled out County Hemp 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.

**Key activities to be conducted under this Agreement include:**

- I. **Personnel Activities**
  - a. **Registration and Renewal Issuance**
  - b. **Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators**
  - c. **Administrative Activities**
  - d. **Public Outreach Activities**
- II. **Non-personnel**
  - a. **Supplies/Equipment**
  - b. **Vehicle/Mileage**



**Scope of Work**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

**SECTION 1: PERSONNEL ACTIVITIES**

**a. Completed Registration and Renewal Issuance**

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

1. Provide the industrial hemp application for registration, renewal, and registration amendments to interested parties.
2. Collect the registration/renewal fees if applicable along with the applications for registration and renewal.
3. 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.
4. Submit an electronic copy of the payment submission form to [hempreporting@cdfa.ca.gov](mailto:hempreporting@cdfa.ca.gov).
5. Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program
6. 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 within 30 calendar days from the application submission date
7. Confirm cultivars listed on the registration application for growers meet the requirements outlined in 3 CCR Section 4920.
8. Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all of the approved key participants, cultivation sites, cultivars, variety development plans, research plans, and amendments to the applicants that have met the registration requirements.
9. After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA ([hempreporting@cdfa.ca.gov](mailto:hempreporting@cdfa.ca.gov)) within 10 calendar days.
10. Maintain registration records for a minimum of 3 years from the date of collection.

Reimbursement of activities related to the issuance of registrations, renewals and amendments is contingent on the completion of these activities. After initiation of the registration process, Program will allow a grace period for up to three months to complete registration activities. After three months, no reimbursements will be provided until the renewal or registration process is completed.

**Scope of Work**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

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

The County agrees to perform the following:

1. Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.
2. Investigate non-compliance issues pertaining to non-registered cultivators.
3. Issue a notice of violation and require a corrective action plan from the non-registered cultivators.
4. Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators.
5. Notify the CDFA of enforcement activities of non-registered cultivators and forward all notices of violations to CDFA within 10 calendar days upon completion (hempreporting@cdfa.ca.gov).

**c. Administrative Activities**

1. Compiling and forwarding the supporting documents (planting reports, sample analysis request forms, harvest reports, and Corrective Action Plans) to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days upon completion.
2. Notify the CDFA of enforcement activities of registered cultivators and forward all notices of violations to CDFA within 10 calendar days upon completion (hempreporting@cdfa.ca.gov).
3. Forward all necessary documents for end of year data requirements from CDFA and United States Department of Agriculture

**d. Public Outreach Activities**

The County agrees to perform the following:

1. Develop educational material, publications, and resources related to local industrial hemp cultivation requirements for distribution.
2. Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

Reimbursement of activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

**SECTION 2: NON-PERSONNEL**

**a. Supplies/Equipment**

Supplies and equipment related to activities listed can be invoiced under this Agreement.

**Scope of Work**  
**Industrial Hemp Cultivation Program with Registration**  
**July 1, 2024 – June 30, 2026**

**b. Vehicle/Mileage**

Mileage related to activities listed can be invoiced under this Agreement.