

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
24-0640-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
- STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
- RECIPIENT'S NAME
COUNTY OF TULARE
2. The Agreement Term is: July 1, 2024 through June 30, 2025
3. The maximum amount of this Agreement is: \$900.00
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 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages

Approved as to Form:




Deputy County Counsel
Matter No. 20241789

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 TULARE


BY (<i>Authorized Signature</i>) 	DATE SIGNED
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PRINTED NAME AND TITLE OF PERSON SIGNING
Larry Micari, Chair of the Board of Supervisors

ADDRESS
4437 SOUTH LASPINA STREET, TULARE, CA 93274-9537

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (<i>Authorized Signature</i>) 	DATE SIGNED
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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

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipient agrees to provide soil and commodities treatment supervision and/or soil sampling as required by laws pertaining to the Nematode Control Program.

Project Title: Nematode Control Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kelley Paugh	Name: Tom Tucker
Division/Branch: PHPPS/Pest Exclusion	Organization: County of Tulare
Address: 1220 N Street	Address: 4437 SOUTH LASPINA STREET
City/State/Zip: Sacramento, CA 95814	City/State/Zip: TULARE, CA 93274-9537
Phone: 916-654-0435	Phone: 559-684-3350
Email Address: kelley.paugh@cdfa.ca.gov	Email Address: aginfo@tularecounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Phuong Lao	Name: Tesfaye Jimma
Division/Branch: PHPPS/Pest Exclusion	Organization: County of Tulare
Address: 1220 N Street,	Address: 4437 SOUTH LASPINA STREET
City/State/Zip: Sacramento, CA 95814	City/State/Zip: TULARE, CA 93274-9537
Phone: 916-747-0819	Phone: 559-683-3368
Email Address: phuong.lao@cdfa.ca.gov	Email Address: aginfo@tularecounty.ca.gov

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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

**Nematode Control Program
Scope of Work
Fiscal Year 2024-25
Tulare**

The Recipient agrees to perform soil treatment supervision, commodity treatment supervision and commodity and/or soil sampling as required by the laws, regulations and procedures pertaining to the Nematode Control Program which are in effect at the time this Agreement is duly executed, as well as those directing the program as it proceeds. The Recipient agrees to furnish all equipment, supplies and labor necessary to perform the prescribed work. The Recipient shall provide a quarterly activity report on the Nursery Nematode Certification Report/Billing Form (64-086) and invoice coversheet to the Nursery Program (see attached samples). Recipient shall submit an itemized invoice referencing the Cooperative Agreement Number and sent to:

Attn: Phuong Lao
California Department of Food and Agriculture
Pest Exclusion Branch
Nursery Services Program
1220 N Street, Room 241
Sacramento, CA 95814

The laws and regulations pertaining to the Nematode Control Program are contained in Division 4 of the Food and Agricultural Code and Title 3 of the California Code of Regulations. The procedures are those contained in the Nursery Inspections Procedures Manual and Nursery Advisory letters. By this reference, all are made a part of this Agreement.

Counties will be reimbursed for work performed at the rate of \$45.00 per hour or County rate whichever is less, for the supervision and documentation of soil and/or commodity treatments, or soil sampling. Counties that perform nematode sample processing will be reimbursed at the rate of \$20.00 per sample or County rate, whichever is less. Counties must obtain approval to process samples prior to commencing sample processing.

1. Number of anticipated hours of inspections/supervisions: **20**
2. Total amount (**20** hours x **\$45.00** rate) for current year: **\$900.00**

County Letterhead

Invoice for Nematode Inspection Reimbursement

Date

Attn: Phuong Lao
California Department of Food and Agriculture
Pest Exclusion Branch
Nursery Services Program
220 N Street, Room 241
Sacramento, CA 95814

Re: County of _____
Agreement Number: 24-XXXX-000-SA
Fiscal Year 2024/25
Invoice for _____ **Month/Quarter**
Invoice Number _____
Total: \$ _____

Attached is Form 64-086 (Nursery Stock Nematode Certification Report/Billing) for reimbursement of nematode inspections performed by the County for the period noted above.

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

Signature Block

(Original Signature)
(Title)

Attachment (64-086)

NIPM 7.4 – Nursery Stock Nematode Certification Report/Billing Form

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
NURSERY SERVICES PROGRAM
64-086 (Rev. 06/24)



NURSERY STOCK NEMATODE CERTIFICATION REPORT/BILLING FORM

COUNTY	MONTH/YEAR	AGREEMENT #
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A. SOIL TREATMENT SUPERVISION

NURSERY	DATE	SITE #	ACRES / UNITS	HOURS	TRAVEL TIME	TOTAL HOURS	COST

B. NEMATODE SAMPLE COLLECTION

NURSERY	DATE	SITE #	ACRES / UNITS	# SAMPLES	HOURS	TRAVEL TIME	TOTAL HOURS	COST

C. COMMODITY TREATMENT SUPERVISION

NURSERY	DATE	CROP	UNITS TREATED	HOURS	TRAVEL TIME	TOTAL HOURS	COST

D. NEMATODE SAMPLE PROCESSING

NURSERY	DATE	SITE #	# SAMPLES	TOTAL HOURS	COST

INVOICE NUMBER	INVOICED AMOUNT	COST
	A. Soil Treatment Supervision	
	B. Nematode Sample collection	
	C. Commodity Treatment Supervision	
	D. Nematode Sample Processing	
	GRAND TOTAL	

INSTRUCTIONS FOR FORM 64-086 (Rev. 06/24)
NURSERY STOCK NEMATODE CERTIFICATION REPORT/BILLING FORM

The purpose of this form is to provide the County Agricultural Commissioners with a standardized format that may be used as an invoice to bill CDFA for work performed in this program. Information provided on this form will be used by CDFA to bill the nurseries. Submit this form monthly, even when there has been no activity in the program.

For each nursery, list each site where the services were provided. If necessary, use additional sheets. When treatment supervision or sample collection is done at more than one site per trip, divide your travel time as appropriate per site. Please record your hours to the nearest quarter hour.

Heading Fill in the name of the County where the services were performed.
Enter the Month and Year when the work was performed.
Enter the contract number if you have a contract

Sections A-B Soil Treatment Supervision and Nematode Sample Collection

Complete all columns in the appropriate section as indicated below:

Nursery: Enter nursery name.

Date: Enter the date when activity was performed.

Site #: Enter the number or ID of the site assigned by the grower or county (must correspond with locations/site number(s) entered on Form 64-054).

Acres/Units: Enter the number of acres, square feet or units treated.

Hours: Number of hours spent on treatment supervision or sample collection

Travel Time: Amount of time spent traveling to and from the site (round trip).

Total Hours: Sum of hours spent on supervision/collection and travel time.

Cost: The cost of supervision/collection for each site.

Section C Commodity Treatment Supervision

This section should be used to record supervision of commodity treatments on grapevines. Follow the directions above for each column.

Section D Nematode Sample Processing

Those counties doing laboratory processing of nematode samples at their county facility should fill in this section. The cost for processing is \$20 per sample. Enter the number of samples processed and your cost for each site. The nursery will be billed an additional \$20 per sample by CDFA for identification.

Invoice Number/Invoiced Amount

Enter the invoice number (assigned by the county) in the large block provided.
Enter the costs from each of the above sections (A-D) to arrive at the grand total.

Submit the form to: **Department of Food and Agriculture**
 Pest Exclusion/Nursery Services Program
 1220 N Street, Room 241
 Sacramento, CA 95814